



AGENDA

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
HYBRID (IN PERSON & VIRTUAL)
Thursday, December 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
David R. Pacheco	Mayor Pro Tem
Jason Campbell	Council Member
Jon Wizard	Council Member
Alexis Garcia-Arrazola	Council Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

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

5. PUBLIC COMMENT

Members of the public wishing to address the 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.

7. PRESENTATIONS

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

B. VACCINATION UPDATE (FIRE CHIEF MARY GUTIERREZ)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM NOVEMBER 18, 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 October 23, 2021, through November 5, 2021, including

the payroll and benefits checks, direct deposits and wired payments related to the pay period ending November 4, 2021. Total Accounts Payable and Payroll for the above referenced period is \$1,866,313.81.

C. APPROVE APPOINTMENTS TO THE PARKS & RECREATION, ENVIRONMENTAL, AND COMMUNITY DEVELOPMENT ADVISORY COMMISSIONS

RECOMMENDATION: Approve the appointments of Jeannette Walton to the Parks & Recreation Commission, Michelle Overmeyer to the Environmental Commission, and Tina Cormier to the Community Development Advisory Commission, as recommended by the Mayor.

D. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE WALLACE GROUP IN THE AMOUNT OF \$39,500.00 TO PERFORM A FEASIBILITY STUDY OF GROUNDWATER RECHARGE IN SEASIDE TO POTENTIALLY INCREASE WATER SUPPLY

RECOMMENDATION: Adopt a resolution authorizing the Acting City Manager to execute a professional services agreement with the Wallace Group in the amount of \$39,500.00 to conduct a feasibility study of groundwater recharge to potentially increase water supply.

E. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DKS ASSOCIATES TO CONDUCT A PARKING STUDY IN SEASIDE'S DOWNTOWN WEST BROADWAY URBAN VILLAGE FOR AN AMOUNT NOT TO EXCEED \$30,560.00

RECOMMENDATION: Adopt a resolution authorizing the Acting City Manager to execute a Professional Services Agreement with DKS Associates to conduct a parking study in Seaside's Downtown West Broadway Urban Village for an amount not to exceed \$30,560.00.

F. ADOPT A RESOLUTION MAKING FINDINGS IN ACCORDANCE WITH AB361 AND GOVERNMENT CODE SECTION 54953(E) AUTHORIZING REMOTE TELECONFERENCE MEETINGS

RECOMMENDATION: Adopt a resolution making findings under AB361 and Government Code section 54953(e) authorizing continued teleconference (Zoom) hybrid meetings.

G. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENCROACHMENT AND MAINTENANCE AGREEMENT TO ENHANCE THE LANDSCAPE ALONG MONTEREY ROAD WITH SEASIDE SENIOR LIVING LLC IN SUPPORT OF THE SEASIDE SENIOR LIVING DEVELOPMENT PROJECT

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an Encroachment and Maintenance Agreement with Seaside Senior Living, LLC in support of the Seaside Senior Living development project.

H. RECEIVE AND FILE PROJECT DESCRIPTION FOR THE LOCAL AGENCY FORMATION COMMISSION APPLICATION FOR ANNEXATION OF THE CAMPUS TOWN AND PARKER FLATS PROPERTIES INTO THE MARINA COAST WATER DISTRICT

RECOMMENDATION: Receive and file the Draft Project Description for annexation of the Campus Town properties for the LAFCO Seaside Properties Annexation into the Marina Coast Water District.

I. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL BOYS SOCCER

RECOMMENDATION: Approve a request from Seaside High School Boys Soccer Program for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with purchasing equipment, uniforms, practice gear, game day polos, and team sweats.

J. ADOPT A RESOLUTION INCREASING THE COMMUNITY SOCIAL SERVICES GRANT LINE ITEM IN THE FISCAL YEAR 2021-2022 GENERAL FUND BUDGET BY \$105,459.00.

RECOMMENDATION: Adopt the attached resolution approving the cost increase and amending the fiscal year 2021-2022 budget.

K. ADOPT A RESOLUTION TO APPROPRIATE \$75,000.00 FROM FUND BALANCE (FUND 100) AND AUTHORIZE THE ACTING CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HDL COMPANIES FOR CANNABIS MANAGEMENT SERVICES FOR AN AMOUNT NOT TO EXCEED \$75,000.00

RECOMMENDATION: Adopt a resolution appropriating \$75,000.00 and authorizing the Acting City Manager to execute a Professional Services Agreement with HDL for cannabis management services for an amount not to exceed \$75,000.00.

L. APPROVE PROCLAMATION RECOGNIZING DECEMBER 10, 2021 AS HUMAN RIGHTS DAY

RECOMMENDATION: Approve a proclamation declaring December 10, 2021, as Human Rights Day.

9. PUBLIC HEARING

A. SECOND READING OF AN ORDINANCE REPEALING AND AMENDING TITLE 8, CHAPTER 8.28, SECTION 8.28.110 (RECYCLABLES AND ORGANICS DIVERSION REQUIREMENTS) OF THE SEASIDE MUNICIPAL CODE TO MANDATORY ORGANIC WASTE DISPOSAL REDUCTION (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION: Second reading of the draft ordinance in compliance with SB 1383 regarding organic waste collection, edible food recovery, inspection and enforcement.

B. ADOPT A RESOLUTION APPROVING THE AMENDED SEASIDE CITIZEN PARTICIPATION PLAN (CPP) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

RECOMMENDATION: 1) Adopt a resolution to approve the amended Citizen Participation Plan (CPP) for the Community Development Block Grant (CDBG) Program; and 2) Direct staff to submit the amended CPP to the U.S. Department of Housing and Urban Development (HUD).

10. BUSINESS ITEMS

A. ADOPT RESOLUTION AMENDING THE CITY ATTORNEY'S CONTRACT TO SHOW AN ANNUAL SALARY OF \$211,200.00 AND APPROVE FISCAL YEAR 2021-2022 BUDGET AMENDMENT

RECOMMENDATION: Adopt a resolution authorizing salary and benefit amendments to the City Attorney's Employment Contract and approve the 2021-2022 budget amendment.

B. DISCUSSION ON THE REVIEW AND ANALYSIS OF SENATE BILL 9 AND THE IMPACTS ON THE CITY OF SEASIDE'S MUNICIPAL CODE

RECOMMENDATION: Review SB 9 requirements, discuss policy considerations, and provide direction to staff.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

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

This is a time specifically set aside for the City Attorney, City Manager and members of the City Council to make brief comments of general interest to the community and report on committee assignments.

13. CLOSED SESSION

Pursuant to Government Code Section 54956 et seq., the City Council may adjourn to a Closed Session to consider specific matters dealing with litigation, certain personnel matters, property negotiations or to confer with the City Attorney. Public comments on these items are taken after being read by the City Attorney. For the public record, please state your name.

**A. CLOSED SESSION PURSUANT TO GOVERNMENT CODE 54957.6 -
CONFERENCE WITH LABOR NEGOTIATORS**

Agency Negotiators: Roberta Greathouse, Acting City Manager; Donna Williamson, Labor Negotiator.

Employee Organizations: Seaside Firefighters' Association; Seaside Police Officers' Association; and Seaside City Employees' Association

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

Property: "Surplus II" (Campus Town Phase II) and "26-Acre" (Campus Town Phase I) parcels

Negotiators for City: City Manager, Et Al.

Negotiators for KBB: Danny Bakewell, Jr., Et Al.

Under Negotiation: Price, Terms of Payment or Both

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

People v. Arzadon, Monterey County Superior
Court case: 20CV003118

**D. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE
SECTION 54956.9: POTENTIAL LITIGATION (3 MATTERS)**

Potential Litigation (3 Matters)

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

Petrovich Development Company, LLC v. City of Seaside, et al.
United States District Court, Northern District, San Jose Division
Court case: 21-CV-07797-NC

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
December 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

REGULAR MEETING
VIRTUAL ONLY
Thursday, November 18, 2021
5:00 PM

1. CALL TO ORDER

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

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation led by Rev. Edgar Ogarrio (Monterey Bay Christian Center) and the pledge was led by Acting City Manager Roberta Greathouse.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Vince Lucido, Peter Kaiser, Regina Mason, Pastor Ronald Britt, Eloise Shim, Dr. Choi, Annalisa Mitchell, Stacie Andrews

6. PUBLIC AGENCY COMMUNICATIONS

Assistant City Manager Ashley Collick recognized Ernesto Altamirano as a recipient of the Volunteer of the Month award presented by the Monterey Peninsula Chamber of Commerce.

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

Mr. Altamirano provided a presentation and responded to questions from the Council. Assistant City Manager Trevin Barber also responded to questions about the FLIP Seaside grant program.

7. PRESENTATIONS

A. VACCINATION UPDATE (FIRE CHIEF MARY GUTIERREZ)

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

B. QUARTERLY ECONOMIC DEVELOPMENT REPORT (TREVIN BARBER, ASSISTANT CITY MANAGER)

Mr. Barber provided a presentation and responded to questions from the Council.

C. ANNUAL CANNABIS REPORT (TREVIN BARBER, ASSISTANT CITY MANAGER)

Mr. Barber provided a presentation and responded to questions from the Council.

8. CONSENT AGENDA

Mayor Oglesby read the consent agenda and opened public comment. There were no comments from the public.

On motion by Council Member Campbell and second by Council Member Garcia-Arrazola and carried by the following roll call vote, the City Council moved to approve the Consent Agenda as presented.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM NOVEMBER 4, 2021

ACTION: APPROVED

B. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED & FILED

C. ADOPT A RESOLUTION APPROVING THE PURCHASE OF PORTABLE AND MOBILE MOTOROLA RADIOS, THE REPLACEMENT OF HARRIS RADIOS, FOR A COST OF \$399,920.60 AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT

ACTION: ADOPTED RESO #21-111

D. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE LAGUNA GRANDE PARK IMPROVEMENTS PROJECT, INCLUDING ALL INCLUSIVE PLAYGROUND EQUIPMENT, APPROPRIATING \$55,100.00 FROM THE GENERAL FUND TO THE PROJECT, AND

**AWARDING A CONSTRUCTION CONTRACT TO MONTEREY PENINSULA
ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$134,435.00 AND
TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF
\$154,600.00**

ACTION: ADOPTED RESO #21-112

- E. ADOPT A RESOLUTION ADOPTING AN UPDATED SALARY SCHEDULE FOR
PART-TIME EMPLOYEES THAT REFLECTS THE NEW STATE MINIMUM
WAGE THAT TAKES EFFECT JANUARY 1, 2022**

ACTION: ADOPTED RESO #21-113

- F. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO A
PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS INC
IN THE AMOUNT OF \$26,000.00 FOR DEVELOPMENT REVIEW SERVICES
FOR PHASE 2A & 2B OF THE ENCLAVE TO BE REIMBURSED BY THE
DEVELOPER**

ACTION: ADOPTED RESO #21-114

- G. ADOPT A RESOLUTION AUTHORIZING AMENDMENT NO. 7 TO THE
PROFESSIONAL SERVICE AGREEMENT WITH HARRIS & ASSOCIATES
FOR THE PAVEMENT REHABILITATION PROJECT FOR AN AMOUNT NOT
TO EXCEED \$34,960.00**

ACTION: ADOPTED RESO #21-115

- H. APPROVE AN AMENDMENT TO A LEASE AGREEMENT WITH THE FORT
ORD HOSTEL SOCIETY FOR THE DEVELOPMENT OF A SEASIDE ECO-
HOSTEL IN CAMPUS TOWN**

ACTION: APPROVED

9. PUBLIC HEARING

- A. INTRODUCTION OF AN ORDINANCE REPEALING AND AMENDING TITLE
8, CHAPTER 8.28, SECTION 8.28.110 (RECYCLABLES AND ORGANICS
DIVERSION REQUIREMENTS) OF THE SEASIDE MUNICIPAL CODE TO
MANDATORY ORGANIC WASTE DISPOSAL REDUCTION (FIRST READING
- ROLL CALL VOTE)**

Chief Building Official David Little provided a presentation and responded to questions from the Council. There were no comments from the public.

On motion by Council Member Campbell and second by Mayor Pro Tem Pacheco and carried by the following roll call vote, the City Council moved to pass to print the draft ordinance in compliance with SB1383 regarding organic waste collection, edible food

recovery, inspection and enforcement.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: A second reading and final vote on the ordinance at the December 2, 2021 meeting.

10. BUSINESS ITEMS

A. COMMUNITY SOCIAL SERVICES GRANT FUNDING RECOMMENDATIONS

Assistant City Manager Ashley Collick provided a presentation and responded to questions from the Council.

PUBLIC COMMENT: Mel Mason, Juan Sanchez, Eloise Shim, Sarah Haller, Rosalyn Green, Karla Lobo, Syd, Regina Mason, Ron Monharis, Da'Ja Robinson, Bobby Maxwell

On motion by Mayor Pro Tem Pacheco and second by Mayor Oglesby and carried by the following roll call vote, the City Council moved to approve the recommendations and also to fully fund the Village Project, Inc. and Building Healthy Communities.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

B. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE FRANCHISE AGREEMENT WITH GREENWASTE RECOVERY, INC. (GWR) AND INCREASING THE GARBAGE COLLECTION RATES BY 5.2% EFFECTIVE JANUARY 1, 2022, TO REFLECT INCREASED COSTS ASSOCIATED WITH SB1383

Ms. Collick presented the item and responded to questions from the Council. Emily Hanson, GreenWaste also responded to questions from the Council.

On motion by Council Member Campbell and second by Mayor Pro Tem Pacheco and carried by the following roll call vote, the City Council moved to adopt the resolution authorizing the City Manager to sign the amendment to the franchise agreement.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #21-116

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

None.

B. REPORTS ON REQUESTS FROM PRIOR MEETINGS

Reports provided by Acting City Manager Roberta Greathouse.

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

Reports provided.

13. CLOSED SESSION

City Attorney Sheri Damon read the closed session items and did not anticipate a report after closed session.

There were no comments from the public.

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

People v. Arzadon, Monterey County Superior
Court case: 20CV003118

B. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9: POTENTIAL LITIGATION (3 MATTERS)

Potential Litigation (3 Matters)

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

Petrovich Development Company, LLC v. City of Seaside, et al.
United States District Court, Northern District, San Jose Division
Case No. 21-CV-07797-NC

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

Property: "Surplus II" and "26-Acre parcels"
Negotiators for City: City Manager, Et Al.
Negotiators for KBB: Danny Bakewell, Jr., Et Al.
Under Negotiation: Price, Terms of Payment or Both

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

Property: Broadway and Fremont APNs: 011-544-003;004
City Negotiators: City Manager, Et Al.
Negotiating Party: Union Bank
Under Negotiation: Price, terms of payment or both

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

Property: 550 Monterey Road (APN 031-141-00)
Negotiators for City: City Manager, Et Al.
Negotiators for Seaside Senior Living: Ricardo De La Cruz, Et Al.
Under Negotiation: Price, Terms of Payment or Both

G. EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957:

Public Employee: City Attorney

At the return from Closed Session, Ms. Damon reported the City Council would consider a contract amendment to the City Attorney's employment agreement.

14. ADJOURNMENT

With no further business, the meeting adjourned at 11:49 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: Loreene Bermudez-Onate, Accountant II

DATE: December 2, 2021

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of October 23, 2021, through November 5, 2021, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending November 4, 2021. Total Accounts Payable and Payroll for the above referenced period is \$1,866,313.81.

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:

- \$41,685.33 to Burton's Fire, Inc. for Repair work on E1 Ladder Fire Truck for Fire Department.
- \$42,366.79 to Community Human Services for Funding for Casa De Noche Buena Emergency shelter for single women and families with children located in Seaside for FY 21/22.

- \$10,518.00 to Community Partnership for Youth for Expenses for community social services - high school leaders job skills and training for FY 21/22.
- \$50,014.65 to L.N. Curtis & Sons for Payment #2 for fire hoses for Seaside Fire Department for fiscal year 2020-2021.
- \$16,127.93 to Wallace Group for SCSD professional services for August 2021 for the Campus Town Water Feasibility Study, American Tire Development & Campus Town.
- \$17,158.76 to Wallace Group for SCSD professional services for July & August 2021 Fire Station Upgrade, Del Monte Sewer Upgrade, Highland Park Project Management, Fremont Sewer Main Upgrade, and Ellis Park CDBG Project Management for the month of August 2021.
- \$46,273.24 to Pacific Gas & Electric for Collective accts for street lights, highway lighting, park lights and city office buildings. Service period: 8/9/2021 - 9/24/2021.
- \$14,406.74 to Disaster Kleenup Specialists for On-calls for homeless encampment for the period: 9/16/21 - 10/14/21.
- \$77,562.15 to Harris & Associates, Inc. for Campus Town Demolition Phase 1 for the period: 8/29/21 - 10/2/21 & Pavement Rehab Project Services for the period: 7/4/21 - 8/2/21.
- \$23,411.25 to Harris & Associates, Inc. for Campus Town Abatement & Demolition Services Phase 2 for the period: 8/29/21 - 10/2/21.
- \$21,402.08 to Monterey Signs, Inc. for Wood signs for parks (15).
- \$11,252.00 to Koff & Associates for Professional Recruitment Services for Senior & Associate Civil Engineers and Associate & Assistant Planners for the month of October 2021.
- \$108,644.86 to U.S. Bank St. Paul for City of Seaside joint powers financing authority lease revenue bonds (2006 Bayonet and Blackhorse Gold Course Project).
- \$12,659.00 to Athena OCCMed for Physical Exams for Fire Department for the period: 9/14/21 - 10/26/21 & COVID-19 testing for the period: 8/10/21 - 9/16/21.
- \$14,026.55 to The Sohagi Law Group for KB Bakewell legal services & Petrovich PRA Legal Services for the period of September 2021.
- \$27,323.55 to Huntington Public Capital Corp. for Quarterly lease contract payment for the period of 11/8/21 - 2/7/22 for: 1.) Vactor and Patch Trucks 2.) 3 pick-up trucks used by the water department, SCSD, and the parks/streets department.
- \$10,518.00 to Palenke Arts for Providing services in accordance with the Community Development Block Grant for the period July-September 2021.
- \$10,253.50 to Monterey Bay Military Housing LLC for United Way rental assistance for Althea & Nick Cusimano & Lucia Artacho for fiscal year 2021 & fiscal year 2022 portions.
- \$21,513.05 to Seaside Housing LP for United Way rental assistance for Stephanie Carter, Stephanie Guice, Christina Rosales, Jasmine Bennett & Jennie F. Rodriguez Infante for fiscal year 2021 & fiscal year 2022 portions.

- \$45,720.00 to Central Coast VNA and Hospice, Inc. for CDBG - Covid 19 Pop-up testing clinics for the months of July - September 2021.
- \$27,000.00 to Wanda Hirschfeld for United Way rental assistance for Jerry Webster for fiscal year 2021 portions.

The remaining checks, totaling \$466,371.33 include payments to vendors for operating expenditures.

The Checks report is available and listed by meeting date on the City's website here:
<https://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dominique Davis, City Clerk

DATE: December 2, 2021

**SUBJECT: APPROVE APPOINTMENTS TO THE PARKS & RECREATION,
ENVIRONMENTAL, AND COMMUNITY DEVELOPMENT
ADVISORY COMMISSIONS**

RECOMMENDATION

Approve the appointments of Jeannette Walton to the Parks & Recreation Commission, Michelle Overmeyer to the Environmental Commission, and Tina Cormier to the Community Development Advisory Commission, 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 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 has made the following appointments:

APPLICANT

Jeanette Walton
Michelle Overmeyer
Tina Cormier

ADVISORY BODY

Parks & Recreation Commission
Environmental Commission
Community Development Advisory Commission

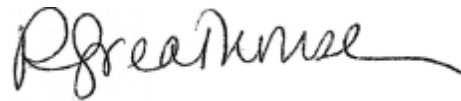
FISCAL IMPACT

N/A

ATTACHMENTS

1. Appointee Application - Jeanette G Walton
 2. Appointee Application - Michelle Overmeyer
 3. Appointee Application - Tina Cormier
-

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

Dominique Davis - Online Form Submittal: Application for Appointment to a City Commission

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>
Date: 8/3/2021 12:54 PM
Subject: Online Form Submittal: Application for Appointment to a City Commission

Application for Appointment to a City Commission

The City of Seaside values our citizen volunteers who are donating their time, skills, and passions to help make our community better. The expertise and guidance that Boards, Commissions & Committees provide the City Council as the final decision-making body is very important and relied upon heavily by the Council when issues are discussed. Commissions were created for the purpose of overseeing distinct issues and subjects affecting a city. Current City of Seaside Commissions: Planning Commission, Board of Architectural Review, Art and History Commission, Neighborhood Improvement Commission, Community Development Advisory Committee, Parks and Recreation Commission, Homeless Commission, and Environmental Commission.

Name	Jeanette G Walton
Email Address	jwal227@aol.com
Address	1732 Fernando St
City	Seaside
State	CA
Zip Code	93955
Which commission would you like to be considered for?	Parks and Recreation Commission

Email not displaying correctly? [View it in your browser.](#)

Rosa Salcedo - Online Form Submittal: Application for Appointment to a City Board/Commission/Committee

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>
Date: 10/17/2021 6:20 PM
Subject: Online Form Submittal: Application for Appointment to a City Board/Commission/Committee

Application for Appointment to a City Board/Commission/Committee

I'd like to serve on: Planning Commission, Environmental Commission, Art and History Commission, Neighborhood Improvement Commission, Community Development Advisory Committee, Community Safety Advisory Committee

Name	Michelle Overmeyer
------	--------------------

Email Address	Mmovermeyer@gmail.com
---------------	--

Address	7 Villanova Court
---------	-------------------

City	Seaside
------	---------

State	CA
-------	----

Zip Code	93955
----------	-------

Phone Number	209-598-6797
--------------	--------------

Alternate Phone Number	<i>Field not completed.</i>
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Please list your background, education, experience, and special skills:	10+ years of professional work experience at Monterey-Salinas Transit. Experience includes: Director of Planning and Innovation *Liaise and strengthen relationships with community partners. *Monitor, analyze and take positions on proposed state legislation. *Manage a professional team responsible for delivering \$44 Million in annual revenue service of public transit (including to areas of Seaside). *Present project updates at monthly board of directors meetings.
---	--

Grants Analyst (2011 - 2019)

*Wrote compelling grant proposals that resulted in \$40M in funds.

*Monitored and tracked project outcomes to report to funders in a timely manner.

*Served as Civil Rights Officer and Equal Employment Opportunity Officer.

While an Environmental Analyst at County of Sacramento from 2005-2008:

* Prepared complex technical analyses for environmental clearance.

* Collaborated with Water Division, Traffic Engineering, and Fire Department to review proposed land use developments.

* Coordinated with developers and attorneys to meet deadlines and streamline development processes.

Earned Bachelor of Arts in Environmental Studies and Planning from Sonoma State University

Are you willing to file Statements of Economic Interest (Form 700)?

Yes

Are you able to attend meetings during business hours? (Most Boards and Commissions meet after 5 pm)

Yes

Comments:

Field not completed.

Electronic Signature Agreement

I agree.

Electronic Signature

Michelle Muller Overmeyer

Date

10/17/2021

Dear Applicant: As an employer with an Affirmative Action Program, we comply with Federal and State government record keeping, reports and other legal requirements. The completion of this data is voluntary and in no way affects your application to participate on any City Board, Commission or Committee. All data is kept in a separate confidential file by the Affirmative Action Office.

Name

Michelle Overmeyer

Ethnic Origin

██████████

Email not displaying correctly? [View it in your browser.](#)

Dominique Davis - Online Form Submittal: Application for Appointment to a City Board/Commission/Committee

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>
Date: 11/4/2021 1:06 PM
Subject: Online Form Submittal: Application for Appointment to a City Board/Commission/Committee

Application for Appointment to a City Board/Commission/Committee

I'd like to serve on: Environmental Commission, Community Development Advisory Committee

Name Tina Cormier

Email Address cormiertina56@yahoo.com

Address 540 Williams Ave Apt 5

City Seaside

State CA

Zip Code 94956

Phone Number 8318699106

Alternate Phone Number *Field not completed.*

Please list your background, education, experience, and special skills:

I was born in Germany to a German mother and Black American soldier. When I was 6 my father was assigned to Fort Ord. I have been interested. I am concerned about Seaside's growth and want to input on the environment and development. I have been an insurance agent for over 16 years, plus have management experience in apartments, Real Estate, dentistry and restaurants. I have been involved in Re-habs, state and national compliance issues, etc.

My experience is basically life experience on various volunteer efforts to clean parks, beaches, etc. I am at my best when using my people skills and common sense to get along and be persuasive.

Are you willing to file Statements of Economic Interest (Form 700)? Yes

Are you able to attend
meetings during business
hours? (Most Boards and
Commissions meet after 5
pm)

Yes

Comments: I am able and willing to commit to a 3 year assignment.

Electronic Signature
Agreement I agree.

Electronic Signature Tina Cormier

Date 11/4/2021

Dear Applicant: As an employer with an Affirmative Action Program, we comply with Federal and State government record keeping, reports and other legal requirements. The completion of this data is voluntary and in no way affects your application to participate on any City Board, Commission or Committee. All data is kept in a separate confidential file by the Affirmative Action Office.

Name Tina Cormier

Ethnic Origin

Email not displaying correctly? [View it in your browser.](#)



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

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

DATE: December 2, 2021

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE WALLACE GROUP IN THE AMOUNT OF \$39,500.00 TO PERFORM A FEASIBILITY STUDY OF GROUNDWATER RECHARGE IN SEASIDE TO POTENTIALLY INCREASE WATER SUPPLY

RECOMMENDATION

Adopt a resolution authorizing the Acting City Manager to execute a professional services agreement with the Wallace Group in the amount of \$39,500.00 to conduct a feasibility study of groundwater recharge to potentially increase water supply.

BACKGROUND

Like most communities of the Monterey Peninsula, the City of Seaside lacks sufficient water supply to meet its planned and future development needs. To develop and control its water supply and its ability to encourage smart growth and development, the City needs to explore innovative water supply alternatives. Two such alternatives include stormwater recharge and wastewater treatment and injection.

Staff requested a proposal from the Wallace Group (Consultant) to perform a high level feasibility study to determine the viability of implementing wastewater and stormwater recharge "projects" to obtain groundwater allocation credits. The wastewater component of the study will identify potential locations to capture, treat, and inject treated wastewater, and outline the technical and regulatory requirements to inject and recover treated wastewater into the groundwater basin. An example of an area that will be studied for groundwater recharge is West Broadway Avenue, where the City constructed a road improvement project which included rain garden areas. The stormwater component of the study will quantify stormwater flows, identify potential

locations to capture and infiltrate stormwater runoff, and outline the regulatory requirements to inject stormwater into the shallow and/or deep aquifers to receive water credits. The feasibility study will evaluate cost considerations and make overall recommendations of viability for recharge alternatives with both wastewater and stormwater.

Staff has reviewed the proposal and determined the scope and fee are appropriate. The Consultant is on the City's approved on-call list of engineering consultants and has performed similar studies. Staff recommends adopting a resolution authorizing the City Manager to execute a professional services agreement with the Wallace Group to perform the groundwater recharge feasibility study in the amount of \$39,500.00 and approve amendments up to a total contract amount of \$45,425.00

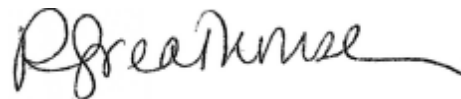
FISCAL IMPACT

It is appropriate for a high level feasibility study to establish a contingency of 15% for a total potential contract value equal to \$45,425. The professional services agreement will be charged to account 343-8910-9550 where there are sufficient funds.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement

Reviewed for Submission to the City Council by:



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 A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$39,500.00 WITH THE WALLACE GROUP TO CONDUCT A GROUNDWATER RECHARGE FEASIBILITY STUDY

WHEREAS, the City of Seaside, similar to most of the communities of the Monterey Peninsula, does not have a reliable source of water to meet its planned development and growth needs; and

WHEREAS, the potential to capture and treat wastewater and stormwater to recharge the groundwater basin presents an alternative water supply opportunity; and

WHEREAS, Wallace Group (Consultant) is on the City approved list of design consultants to perform professional and technical services; and

WHEREAS, staff requested and the Consultant submitted a proposal in the amount of \$39,500.00 to conduct feasibility study to capture wastewater and stormwater to recharge the groundwater basin;

WHEREAS, staff has reviewed the proposal and determined the scope of fee are reasonable; and

WHEREAS, a contingency of 15% is appropriate for a feasibility study; and

WHEREAS, the professional services agreement will be assessed to account 343-8910-9550 which has sufficient funds.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute the Professional Services Agreement with the Wallace Group to conduct a groundwater recharge feasibility study in the amount of \$39,500.00 and amendments such that the total contract does not exceed \$45,425.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 2nd day of December, 2021, by the following vote:

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

APPROVED:

ATTEST:

Ian N. Oglesby, Mayor

Dominique L. Davis, City Clerk



**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
GROUNDWATER RECHARGE FEASIBILITY STUDY**

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

1. TERM

This Agreement shall commence on the effective date above 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 perform all professional services in a manner consistent with
that degree of care and skill ordinarily exercised by members of the same
profession currently practicing under similar circumstances at the same time and
in the same or similar locality. 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 Thirty Nine Thousand Five Hundred Dollars (\$39,500) 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.

(c) Should the Agency modify, or authorize others to modify the drawings or specifications, the Agency agrees to hold Consultant harmless from any and all damages, claims, expenses and losses arising out of such modifications of the Consultant is first obtained.

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 reasonable 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 arising from Consultant's operations, 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 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 C 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: Wallace Group
612 Clarion Court
San Luis Obispo, CA 93401

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, Rick Riedl shall be the Project Manager and Engineer of Record for the services described in this Agreement.

Rick Riedl 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 Rick Riedl 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

Consultant shall perform all services in a timely manner. Consultant shall perform as described in Exhibit A.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of Agency's Request for Proposal, Exhibit 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.

CONSULTANT: Wallace Group

By:  _____ Date: November 17, 2021
Kari Wagner, Principal, PE C66026

City of Seaside
A Municipal Corporation

Roberta Greathouse, City Manager Date: _____

Attachments:	Exhibit A	Scope of Work/Consultant Proposal
	Exhibit B	Fee Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	RFQ: On-Call Consultants – Engineering Services
	Exhibit E	Resolution 18-39 On-Call Services

Exhibit A

June 23, 2021

Nisha Patel
City of Seaside
440 Harcourt Avenue
Seaside, California 93955

Subject: Groundwater Recharge Study

Dear Ms. Patel:

Wallace Group appreciates the opportunity to provide you with our proposal for professional services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

PROJECT UNDERSTANDING

The City of Seaside (the City) is exploring options for enhancing and/or documenting groundwater recharge to address the desire to obtain more groundwater allocation credits from the Seaside Basin Watermaster. In particular, the City is interested in identifying potential locations where wastewater from the City could be treated and injected into the ground and where the City could obtain credit for existing or proposed stormwater infiltration and/or injection sites. This proposal offers to provide a high-level feasibility study to identify potential locations for placement of a wastewater treatment facilities and to determine potential quantities for groundwater recharge of wastewater and/or stormwater. Wallace Group is proposing to team with Tim Cleath of Cleath-Harris Geologists of San Luis Obispo to provide professional hydrogeological services.

SCOPE OF SERVICES

Task 1.0: Project Management and Meetings

Task 1.1 Project Management

This task includes day-to-day coordination of project activities, including scheduling and budget controls, staffing needs and coordination, City coordination, monthly status updates and reporting, and other related project management activities. This effort is based on the schedule duration of 6 months.

Task 1.2 Kick-off Meeting and Field Review of Facilities

We will coordinate and attend a kick-off meeting with key Wallace Group and City team members. We will prepare a meeting agenda and minutes for this meeting. This meeting will focus on the project objectives, scope of services, schedule, deliverables, and other components of the project so that the project direction is well defined. We request that any items that may be of importance for the completion of the report be provided to Wallace Group at the time of the kick-off meeting. In order to facilitate this, we will submit a preliminary list of requested items prior to the kick-off meeting to help facilitate the information collection process.

At this meeting we anticipate reviewing existing documentation with city staff to identify potential locations to analyze further during our field review. Part of this review will include understanding the work that city staff have completed to date to define stormwater watersheds through such things as the Stormwater Resource Plan and 2nd Nature application 2Nform. At this meeting we will work with the City of Seaside engineering staff to identify sources of water and develop recharge facilities concepts and identify aquifers that would most benefit from enhanced groundwater recharge. For sanitary sewer collection system, we anticipate focusing our review on sites that are along the existing sewer mains in and around Del Monte Boulevard.



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



Immediately following the meeting, we will conduct a field investigation of the City's facilities, assess the physical condition, and other items of importance related to sewer collection system and storm water collection systems operations. We will review the following existing City-owned stormwater recharge facilities;

1. Seaside Highlands - Seaside Highlands is a private development near the city-owned golf courses. The surface water runoff collected by the streets in this development is routed to stormwater retention basins southwest of the development. The basins are estimated to collect and infiltrate about 40 acre-feet per year (AFY).
2. West Broadway - The City has installed underground stormwater retention systems to retain runoff from the Broadway Ave. Corridor east of Hillsdale St. and west Fremont Blvd. The surface water runoff collected by the streets in this area is routed to rain gardens and stormwater retention basins under Broadway Ave.
3. Auto Center - The Auto Center is the area roughly bounded by the alley north of Broadway Ave, Fremont Blvd, Del Monte Blvd and a line from Tioga Ave to San Pablo Ave. The surface water runoff collected by the streets in this area is routed to stormwater retention basins under the streets in this area.
4. Fire Station - The Seaside Fire Station on Broadway Ave was retrofitted to infiltrate on-site runoff captured from the building and paved parking area east of the fire station building.
5. Del Monte Manor - The City is currently constructing a stormwater detention system near the intersection of Yosemite Street and Sonoma Ave. The detention system infiltrates runoff captured from Sonoma Avenue and some adjacent areas. Initial estimates are that the system infiltrates approximately 14 AFY.

In addition to the existing sites, Wallace Group will discuss with City staff alternative stormwater recharge sites and complete a site visit of up to three (3) locations.

It is estimated that this meeting with city staff and site visit will take approximately ten (10) hours, based on the meeting taking place at the City's office. Wallace Group and Cleath-Harris will both attend the kick-off meeting.

Task 1 Deliverables:

- Meeting Agendas (PDF)
- Meeting Minutes (PDF)

Task 2.0: Existing Sewer & Stormwater Systems Reviews

Task 2.1: Sewer System Data Collection & Review

We will review the City's existing data, reports and other information provided as it relates to SCSD's existing sewer system within City of Seaside outlined in Task 1, above, including:

- Sewer Master Plan
- SCSD's wastewater model (the model will not be updated under this effort)

We will prepare both a draft and a final technical memorandum summarizing our investigation and provide a high-level discussion on the items outlined below:

- Determination of wastewater flow;
- Siting study to identify potential treatment and infiltration area;
- Analyze associated costs for wastewater treatment plant and infiltration facilities to provide tertiary effluent and injection facilities;
- Requirements to inject tertiary effluent into the groundwater basin;
- Present and evaluate conceptual recharge options;
- Recommendations on cost and viability of implementation of one recycled water project.



The draft technical memorandum will be submitted to the City for review and comment. We have included in this proposal one teleconference call with the City to discuss the draft memorandum. After receiving comments from the City, we will finalize the technical memorandum.

Task 2.1 Deliverables:

- Draft Tech Memo - Wastewater Treatment and Groundwater Recharge Feasibility (PDF)
- Final Tech Memo - Wastewater Treatment and Groundwater Recharge Feasibility (PDF)

Task 2.2: Storm Drain Systems Data Collection & Review

We will review the City's existing data, reports and other information provided as it relates to the stormwater management systems outlined in Task 1, above, including:

1. City's stormwater master plan
2. City's MS4 (stormwater system) map (e.g. GIS data, 2Nform)
3. Record Drawings for stormwater collection and detention basins outline in Task 1.
4. Soils reports
5. Topographic maps
6. Existing FEMA floodway and floodplain data
7. Stormwater Resource Plan
8. Map showing City and publicly owned where recharge facilities could be located

Wallace Group will evaluate and identify missing data in the City's storm drainage database needed for this project. We will rely on information provided by the City and our field investigation completed under Task 1 to complete this review.

We will prepare both a draft and a final technical memorandum summarizing our investigation and provide a discussion on the items outlined below:

- Determination of stormwater flows;
- Siting study to identify up to two potential treatment and infiltration areas;
- Identify the aquifer(s) to be recharged at the two areas;
- Analyze associated costs for stormwater treatment plant and infiltration facilities;
- Analyze ability to expand the five(5) existing stormwater recharge facilities, the benefits, and the costs associated with the expansion if deemed viable;
- Outline the regulatory requirements to inject stormwater to the shallow and/or the deep aquifers;
- Present and evaluate conceptual recharge options;
- Prepare recommendations on cost and viability of implementation of the five (5) existing sites and up to two new stormwater recharge sites.

The draft technical memorandum will be submitted to the City for review and comment. We have included in this proposal one teleconference call with the City to discuss the draft memorandum. After receiving comments from the City, we will finalize the technical memorandum.

Task 2.2 Deliverables:

- Draft Tech Memo - Stormwater Groundwater Recharge Feasibility (PDF)
- Final Tech Memo - Stormwater Groundwater Recharge Feasibility (PDF)

Task 2.3: Follow-Up Meeting

We will meet with the City to develop next steps for additional hydrogeological investigations or other studies needed to move the project forward to the next phase.

Exhibit A

PP21-7219
City of Seaside
June 23, 2021
Page 4 of 4



Task 2.3 Deliverables:

- Draft Meeting Minutes - Groundwater Recharge Feasibility Preferred Alternative(PDF)
- Final Meeting Minutes - Groundwater Recharge Feasibility Preferred Alternative(PDF)

SCHEDULE

Wallace Group will complete the work described above within six (6) months of receiving notice to proceed.

PROJECT FEES

Wallace Group will perform the services denoted in Tasks 1 & 2 of the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit A). These services will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of \$39,500 without receiving written authorization from the Client.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit B) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for professional services. If you would like to discuss this proposal in greater detail, please feel free to contact me or Project Manager, Rick Riedl.

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:

Kari E. Wagner, PE C66026
Principal

612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Signature

Printed Name

Title

Date

Attachments
GGM: PP21-7219, 2021, std
Exhibit A
Exhibit B

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Exhibit B Standard Billing Rates



Engineering, Design & Support Services:

Assistant Designer/Technician	\$ 95
Designer/Technician I - IV	\$100 - \$130
Senior Designer I - III	\$143 - \$157
GIS Technical Specialist	\$140
Senior GIS Technical Specialist	\$150
Associate Engineer I - III	\$ 122 - \$142
Engineer I - IV	\$154 - \$169
Senior Engineer I - III	\$177 - \$187
Director	\$192
Principal Engineer	\$228
Principal	\$238

Planning Services:

Associate Planner I - II	\$ 98 - \$106
Planner I - IV	\$130 - \$160
Senior Planner I - III	\$160 - \$170
Director	\$175
Principal Planner	\$228
Principal	\$238

Support Services:

Office Assistant	\$ 94
Project Assistant I - III	\$ 97 - \$117

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- sub-consultant services
- agency fees
- delivery/copy services
- mileage (per IRS rates)
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

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. Except for Professional Liability and Workers Compensation, 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, except for Professional Liability, 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 QUALIFICATIONS
PROFESSIONAL SERVICES
LAND DEVELOPMENT PROJECTS REVIEW
DECEMBER 21, 2020**

The City of Seaside is requesting proposals from qualified firms to provide professional services to review documents for proposed land development projects within the City of Seaside, hereinafter referred to as “the Projects.” The selected firm, hereinafter referred to as “the Consultant,” will be responsible for reviewing technical documents for the Projects. The City of Seaside intends to select up to three firms with which to negotiate a contract based on the responses to this Request for Qualification (RFQ). Selection will be based on demonstrated expertise in providing support 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. Seaside is the largest city on the Monterey Peninsula with 33,878 residents. A large part of the City of Seaside's area, 6.44 square miles, lies within the former Fort Ord military base. From time to time, the City of Seaside may contract with outside consultants to assist with processing larger and complex development projects. This RFQ is intended to provide such additional resources for the Public Works Engineering Department.

II. PROPOSED SCOPE OF WORK

The primary objective of the work is to review documents for the Projects. The proposed scope of services may include the following:

- Perform additional investigations including field investigations as may be required to determine existing conditions. This may include preparing a report to describe the existing facilities.
- Review engineered plans, reports, technical specifications, and engineer’s cost estimates for the proposed improvements.
- Review maps including parcel, tract maps and other documents associated with adjustments, mergers or changes to property boundaries.
- Prepare review comments citing, if necessary, federal, state, and local standards and regulations.
- Review and prepare documents as required by California Environmental Quality Act.
- Provide project support during the planning and design phase.
- Provide project support during the construction phase.
- Provide status reports that accurately communicate budget and schedule to city staff in a timely manner.

**Request for Qualifications
Seaside Land Development Review**

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

1. State Water Resources Control Board (SWRCB) Water Quality Order No. 2013-0001-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004 and Construction General Permit Order 2009-009-DWQ and their amendments
2. Central Coast Regional Water Quality Control Board (CCRWQCB) Low Impact Development Standards, including but not limited to Resolution No. R3-2013-0032
3. CCRWQCB *Technical Support Post-Construction Stormwater Management Requirements for Development Projects in the Central Coast Region, User Guide for Municipal Implementation*
4. Fort Ord Reuse Authority (FORA) *Base Reuse Plan & Habitat Management Plan*.
5. *California Subdivision Map Act*
6. City of Seaside Municipal Code
7. California Environmental Quality Act (CEQA) & National Environmental Policy Act (NEPA)

Attachment A contains a copy of the Standard Consultant Agreement, which includes standard terms and conditions and insurance requirements applicable to the performance of this work.

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 will be limited to 15 numbered pages including title sheet and cover letter if provided. Minimum font size is 12. Page size is limited to letter size with no fold-outs. Submittals must be printed on both sides of the paper. A clear front and back cover shall be provided and the front and back clear cover will not count towards the 15 page limit

- 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 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 working for public entities.
- D) A list of references of relevant clients, including a contact person with their current telephone number and email address.

**Request for Qualifications
Seaside Land Development Review**

All proposing firms must be professionally engaged in the project management and review of land development 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 the following disciplines:

1. Licensed Professional Civil Engineering (PE)
2. Licensed Land Surveyor or PE licensed prior to January 1, 1982
3. Construction General Permit Qualified SWPPP Practitioner (QSP) and Qualified SWPPP Developer (QSD)
4. Construction cost estimating/value engineering, and
5. Project management.

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:

Scott Ottmar, Senior Engineer
City of Seaside – Engineering Division
Email: sottmar@ci.seaside.ca.us
Phone: (831) 899-6885

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 at least three (3) business days prior to the proposal due date.

V. SUBMITTAL OF PROPOSALS

SOQs must be received by 2:00 PM January 20, 2020 at the following address:

Scott Ottmar, Senior Engineer
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

SOQ received after this deadline will not be accepted. The SOQ and any accompanying documents may be submitted via email to pwinfo@ci.seaside.ca.us, in Adobe pdf format. Cost information shall be included in a separate PDF, password protected file and titled “Standard Hourly Fees” and included with the same email as the proposal. City of Seaside will request the password.

Optionally, three bound copies, plus one electronic copy submitted on CD or USB flash drive may be submitted in a sealed envelope with the words "**Proposal for Professional Services**" clearly marked in the lower left-hand corner of the envelope. Cost information shall be placed in a separate, sealed envelope within the proposal envelope.

**Request for Qualifications
Seaside Land Development Review**

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

VI. EVALUATION PROCESS

Agency 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?
5. *Proposal:* Organization, presentation, and content of proposal. Conformance to the specified proposal format.
6. *Responsiveness.* Ability to perform services at City of Seaside City Hall at a fair and reasonable cost. Ability to respond to request for service in a timely manner.

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, City Council will consider approval of consultant(s). The City Council may select up to two firms or choose to determine that no SOQ proposal exhibits adequate qualifications.

Upon the selection by the City Council, 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
Receipt of Proposals

December 21, 2020
January 20, 2021 at 2:00 PM

**Request for Qualifications
Seaside Land Development Review**

Interview Consultant(s), if necessary	week of February 1, 2021
Retain Consultant(s)	February 18, 2021
Start of Contract	March 1, 2021

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 Qualifications. 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 will make a recommendation to the City Council regarding the selection of Consultant based upon an evaluation of the proposals. 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 A.

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 (see Attachment A).

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.

**Request for Qualifications
Seaside Land Development Review**

XIII. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFQ become the exclusive property of the City of Seaside. At such time as the City Manager recommends a Consultant to the City Council 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:

- 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.

**Request for Qualifications
Seaside Land Development Review**

XVI. PROHIBITION OF GIFTS

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 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 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, attached. 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.
- 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 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. No obligation either expressed or

**Request for Qualifications
Seaside Land Development Review**

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

Attachment A – Draft Consultant Agreement

RESOLUTION NO. 18-39

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING AN ON-CALL LIST FOR ENGINEERING SERVICES**

WHEREAS, a formal on-call list is needed to 1) provide an opportunity for qualified professionals to provide professional and technical services of a temporary nature, and 2) ensure consultants have demonstrated the necessary qualifications and experience to provide the requested services; and

WHEREAS, on March 19, 2018, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide engineering services; and

WHEREAS, on April 13, 2018, proposals were received from seven firms offering professional services; and

WHEREAS, proposals from Rana Creek and Turf Image were determined to not provide minimum services outlined within the RFQ and were disqualified; and

WHEREAS, a selection committee reviewed and identified the five firms shown in Exhibit 'A', attached, qualified to perform professional engineering services based upon experience and overall qualifications.

NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' are hereby approved to provide engineering services on an as needed basis for projects within the City for the next three years with two optional one year extensions.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 17th day of May, 2018 by the following vote:

AYES:	5	COUNCIL MEMBERS:	Alexander, Campbell, Jones, Pacheco, Rubio
NOES:	0	COUNCIL MEMBERS:	None
ABSENT:	0	COUNCIL MEMBERS:	None
ABSTAIN:	0	COUNCIL MEMBERS:	None

ATTEST: 
Lesley Milton-Rerig, City Clerk

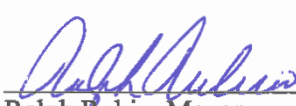

Ralph Rubio, Mayor

EXHIBIT "A"

**On-Call List for Engineering Services
May 2018
City of Seaside**

Harris & Associates

450 Lincoln Avenue, Suite 103

Salinas, CA 93901

Primary Contact: Frank Lopez, PE, Project Director

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

List Engineering

9699 Blue Larkspur Lane, Suite 203

Monterey CA, 93940

Primary Contact: Ronald Blue, PE, Principal

(831) 373-4390 Ron@listengineering.com

Schaaf & Wheeler

3 Quail Run Circle, Suite 101

Salinas, CA 93907

Primary Contact: Andy Sterbenz, Project Manager

(831) 883-4848 ASterbenz@swwsv.com

Wallace Group, A California Corporation

612 Clarion Court

San Luis Obispo, CA 93401

Primary Contact: Kari Wagner, PE, Director of Water Resources

(805) 544-4011 KariW@wallacegroup.us

Whitson Engineers Inc.

6 Harris Court

Monterey, CA 93940

Primary Contact: Richard Weber, PE, Principal

(831) 649-5225 RWeber@whitsonengineers.com



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Trevin Barber, Assistant City Manager

DATE: December 2, 2021

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DKS ASSOCIATES TO CONDUCT A PARKING STUDY IN SEASIDE'S DOWNTOWN WEST BROADWAY URBAN VILLAGE FOR AN AMOUNT NOT TO EXCEED \$30,560.00

RECOMMENDATION

Adopt a resolution authorizing the Acting City Manager to execute a Professional Services Agreement with DKS Associates to conduct a parking study in Seaside's Downtown West Broadway Urban Village for an amount not to exceed \$30,560.00.

BACKGROUND

In 2010, the City of Seaside retained DKS Associates to conduct a Citywide parking study, which included a parking survey and a parking implementation plan. The focus of the parking study was to assess the existing parking levels in the study area, evaluate future parking needs and parking resources, address immediate concerns, and recommend a parking management plan for implementation by the City. It was intended to be used as a guide to initiate modifications to the parking management practices at that time and provided a valuable tool for City officials to use to alleviate on-street parking challenges.

In 2018, the City finished construction of a complete-street improvement in Downtown Seaside, which improved the area and changed the parking composition. The project brought to fruition a key part of Seaside's West Broadway Avenue Urban Village Specific Plan and revitalized the downtown by taking the road down from four lanes to two and making it more bike and pedestrian-friendly. Businesses have expressed concerns to staff that sometimes it can be hard to find parking in front of their store. This can be especially challenging during weekends and high-trafficked special events.

In September, 2021, the City of Seaside tested an innovative approach to add angled parking in Downtown. The City reduced Contra Costa St. to one lane, southbound only while using the northbound lane for angled parking. A total of 24 parking spaces were added to accommodate traffic for the special event. While the primary goal of the temporary traffic control was to promote safety while enabling tourism and special events in the City, businesses in Downtown Seaside have expressed concerns about ongoing parking challenges. An innovative approach to expand parking options long-term could promote the Downtown as a visitor-friendly destination. Updating the 2010 parking study with a focus on downtown and the new configuration of Broadway, will provide a guide to initiate modifications in the future for further improvements. Retaining DKS Associates to update the study will achieve significant cost savings.

Staff recommends adopting a Resolution authorizing the City Manager to execute a Professional Service Agreement with DKS Associates for an amount not to exceed \$30,560.00.

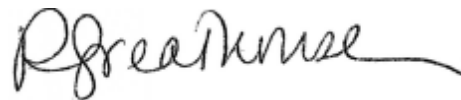
FISCAL IMPACT

The Professional Services Agreement for DKS Associates to perform a parking study in the West Broadway Urban Village is for a not to exceed amount of \$30,560.00. The project would be funded by account 100-2031-1030. The project will utilize about ten staff hours, at various levels, to coordinate implementation.

ATTACHMENTS

1. Draft Resolution - Seaside Downtown Parking Study
2. DKS Proposal - Seaside Downtown Parking Study
3. Sole Source Justification - Seaside Downtown Parking Study

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT NOT TO EXCEED \$30,560.00 WITH DKS ASSOCIATES TO CONDUCT A PARKING STUDY IN SEASIDE'S DOWNTOWN WEST BROADWAY URBAN VILLAGE

WHEREAS, in 2010, the City of Seaside retained DKS Associates (Consultant) to conduct a Citywide parking study; and

WHEREAS, in 2018, the City finished construction of a complete-street improvement on Broadway Avenue in Downtown Seaside—substantially improving the area and changing the characteristics of parking in downtown Seaside; and

WHEREAS, the City of Seaside maintains an innovative culture and is desirous of considering new approaches to expand parking options in the long-term that can promote the Downtown as a visitor-friendly destination; and

WHEREAS, to staff's knowledge Consultant was the only consultant that prepared the previous parking study documents as well performed all tasks necessary; and

WHEREAS, Consultant is knowledgeable about the City and the project having prepared the previous parking study; and

WHEREAS, staff requested and the Consultant submitted a proposal in the amount of \$30,560 to conduct a parking study, updating the previous parking study from 2010 as it relates to the areas in Seaside's downtown that have changed since 2010;

WHEREAS, staff has reviewed the proposal and determined the scope of fee are reasonable and that a sole source will conserve the City's resources; and

WHEREAS, the professional services agreement will be assessed to account 100-2031-1030, which has sufficient funds.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the Acting City Manager to execute the Professional Services Agreement with DKS Associates to conduct a parking study in the amount not to exceed \$30,560.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 2nd day of December 2021, by the following vote:

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

APPROVED:

ATTEST:

Ian N. Oglesby, Mayor

Dominique L. Davis, City Clerk



OCTOBER 20, 2021

Trevin W. Barber
Assistant to the City Manager/Economic Development Director
656 Broadway Ave
Seaside, CA
VIA EMAIL (tbarber@ci.seaside.ca.us)

SUBJECT: SCOPE AND BUDGET FOR SEASIDE WEST BROADWAY URBAN VILLAGE PARKING ASSESSMENT

Dear Mr. Barber,

Please find below our proposal to prepare a parking study for the West Broadway Urban Village area in Seaside, California. This project will update elements of the Parking Study and Implementation Plan conducted by DKS in 2010.

BACKGROUND AND UNDERSTANDING

The City of Seaside adopted the West Broadway Urban Village Specific Plan in 2010, around the time of completion of the previous parking study. The specific plan was intended to foster the development of an urban village concept with West Broadway serving as the city's downtown "Main Street". Since adoption of the specific plan, some transportation improvements have been made, including Complete Streets improvements on Broadway Avenue between Del Monte Boulevard and Fremont Boulevard. In addition, land use has intensified to some degree. Both the specific plan and the 2010 parking study called for development of a city-owned parking garage in the area to accommodate expected parking demand in the West Broadway Urban Village area.

Because over ten years have passed since parking needs in the area were last examined, the City wishes to reassess the current parking needs and opportunities.

SUMMARY SCOPE

DKS proposes to evaluate parking needs and opportunities in the West Broadway Urban Village Area by first updating parking supply and occupancy data and then assessing opportunities to provide additional parking.

The City owns several parcels within the study area that could potentially be developed as parking garages or as off-street surface parking. In addition, the City has recently provided supplementary special event parking by temporarily closing the northbound lane of Contra Costa Street and marking angled parking stalls. There may be opportunities on this and other roadways to permanently increase the on-street parking supply using a similar approach.

The study area for the proposed project will cover Broadway Avenue between Del Monte Boulevard and Fremont Boulevard and Del Monte Boulevard north of Canyon Del Rey Boulevard to Contra Costa Street, as indicated in the figure below. In addition, we will assess parking supply and occupancy on the residential blocks of Palm Avenue and Elm Avenue south of Broadway to identify any parking supply impacts of the commercial/mixed use district.

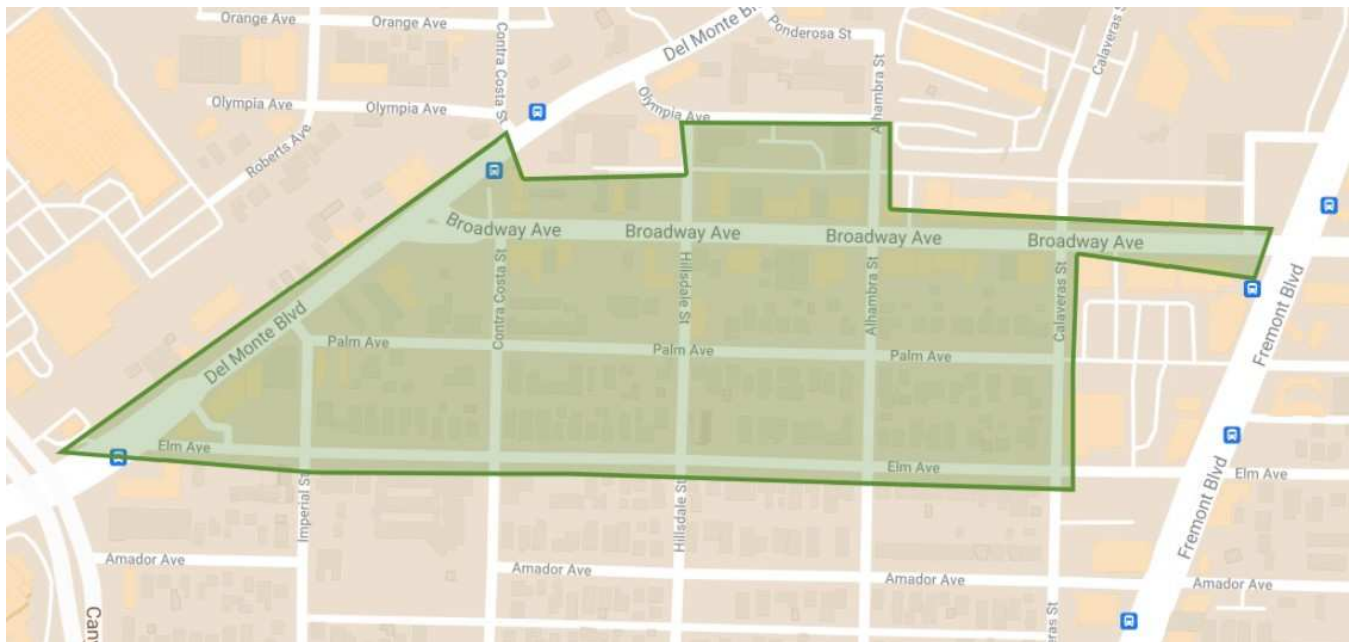


Figure 1 Proposed Study Area

A detailed scope of work may be found in the attachment to this letter.

BUDGET

In consideration of the performance of these services, DKS Associates will be compensated on a time and materials basis in accordance with the hourly billing rates set forth in the attached fee schedule, subject to revision January 1, 2022, for a maximum fee of \$30,560 (see attached Table 1). This fee is based upon the scope of services and level of effort presented above. Any items not specifically noted in this proposal are excluded in this budget estimate and would require a written contract modification prior to additional work commencing.

DKS will invoice monthly based upon the time and materials expended. Payments are due on a net 30-day basis. A service charge of 1-1/4 percent per month compounded will be assessed on billings not paid when due. If payment of our invoices is not made within 45 days of the due date, DKS reserves the right to cease work on this project until such time as payment is received. In the event of any litigation between the parties to this agreement arising from this agreement, the prevailing party shall be reimbursed for its reasonable attorney's fees and costs.

Should the services not be authorized in thirty (30) days; or should changes occur in the scope or level of effort; or should the completion date extend beyond December 31, 2022 due to circumstances beyond DKS's control; we reserve the right to revise the scope, our billing rates,

budget and schedule to reflect then current conditions. Such revisions will be made through amendments to this agreement.

Two originals of this letter have been provided. If this agreement is acceptable, please have a duly authorized official of your company sign below and return one original for our files. That signature will constitute formal authorization to proceed with the services according to the terms outlined.

Thank you for considering DKS Associates. We look forward to working closely with you on this project. If you have any questions or require additional information regarding our scope or budget, please contact Erin Vaca at (510) 267-6602 or erin.vaca@dksassociates.com.

Sincerely,

DKS Associates

A Corporation

Approved by:

(Client Name)



Richard Hutchinson, PE

Principal

By: _____



Erin Vaca, TE, AICP

Project Manager

_____ Title

_____ Date

Attachments: Table 1- Budget Estimate
Scope of Work

TABLE 1. BUDGET ESTIMATE

Task		Senior Adviser / PIC	Project Mgr	Senior Project Eng.	Assoc. Eng.	Assista nt Eng.	Graphic s	Project Coordi nator	Total Hours	Labor Costs	Other Direct Costs	Total Fee
rates-->		\$295	\$205	\$195	\$155	\$145	\$140	\$100				
1	Update Parking Supply and Field Visit											
	Task Subtotal	2	16	10	0	12	0	2	42	\$7,760	\$0	\$7,760
2	Parking Occupancy Survey											
	Task Subtotal	2	6	0	0	6	0	0	14	\$2,690	\$3,000	\$5,690
3	Parking Opportunity Assessment											
	Task Subtotal	2	10	12	24	0	0	0	48	\$8,700	\$0	\$8,700
4	Summary Report and Recommendations											
	Task Subtotal	2	14	2	0	16	16	0	50	\$8,410	\$0	\$8,410
	Proposal Total	8	46	24	24	34	16	2	154	\$27,560	\$3,000	\$30,560

SCOPE OF WORK

TASK 1 UPDATE PARKING SUPPLY AND FIELD VISIT

DKS will inventory the street parking supply for streets within the study area shown in Figure 1 via Google Earth. Any ambiguous conditions will be spot checked during a DKS field visit and/or checked by the data collection vendor. Marked and unmarked parking spaces will be characterized by type (time limit, loading, disabled only, etc.). This inventory will not include any private parking lots maintained by individual businesses or residential properties for customers or residents only. Parking supply data will be delivered in tabular and map formats.

Prior to parking supply data collection, DKS staff will visit the study area during a peak parking period to be identified by the City (weekend or weekday) to better understand conditions on the ground.

Deliverables: Parking supply data in tabular (spreadsheet) and map formats.

TASK 2 PARKING OCCUPANCY SURVEY

DKS will contract out and oversee a parking occupancy survey of on-street parking. Parking occupancy will be observed at 30-minute increments within the data collection periods described below:

Midweek parking occupancy – Noon- 2:00 p.m. and 7:00 – 10:00 p.m.

Weekend (Saturday) parking occupancy – Noon- 2:00 p.m. and 7:00 – 10:00 p.m.

Deliverables: Parking occupancy by time of day in tabular (spreadsheet) format.

TASK 3 PARKING OPPORTUNITY ASSESSMENT

DKS will assess streets within the study area for potential restriping or reconfiguration to increase the parking supply. An initial screening will take place using Google Streetview with observations confirmed during the field visit. Recommendations will be illustrated with conceptual diagrams.

In addition, DKS will review the parcels owned by the City within the study area and assess their potential to supply additional public parking as surface off-street lots and as parking garages. The sites will be assessed to determine how many surface parking stalls could be provided using standard design templates. Planning level cost estimates will be developed for the surface parking lot option. If available, order of magnitude planning level cost estimates for garage construction will be provided.

Our findings and recommendations from this task will be included in the report developed under Task 4.

TASK 4 SUMMARY REPORT AND RECOMMENDATIONS

DKS will summarize findings and recommendations in a summary report. Based on the data and findings developed under Tasks 1 - 3, DKS will assess the adequacy of the current public parking supply and provide near and long-term recommendations for increasing the supply, if needed. DKS will also review parking regulations within the study area and propose changes if warranted. The summary report will include maps and diagrams to illustrate findings and recommendations as needed. We will address one set of comments on both the administrative and public drafts of the report. We have budgeted for attendance at one public meeting via teleconference.

Deliverables: administrative draft report for review by city staff, public draft for review by elected officials, final report.

SIGNATURE CERTIFICATE



REFERENCE NUMBER
576231C0-14C8-48BD-BE14-08055ED89614

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number 576231C0-14C8-48BD-BE14-08055ED89614	Document Name 21x03-008 Seaside Parking Study Proposal V2
Transaction Type Signature Request	Filename 21x03-008_seaside_parking_study_proposal_v2_.docx
Sent At 10/21/2021 14:41 EDT	Pages 6 pages
Executed At 10/22/2021 13:24 EDT	Content Type application/vnd.openxmlformats-officedocument.wordprocessingml.document
Identity Method email	File Size 1.19 MB
Distribution Method email	Original Checksum b7a6694a0cb079b4615d3ce51a62b401ab461631f1ad60b06e369843f93275aa
Signed Checksum b1ff27ccc1d22706bcfa24a639eae5139ebd2d9c7ea3509ee080cf75dda6cdd	
Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Erin Vaca	Status signed	Viewed At 10/22/2021 13:23 EDT
Email erin.vaca@dksassociates.com	Multi-factor Digital Fingerprint Checksum 343001ea3731b6ed48415c3b774816d3f9ad8fa129667c1881304c367bfc1931	Identity Authenticated At 10/22/2021 13:24 EDT
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	Device Chrome via Windows	
	Typed Signature 	
	Signature Reference ID 8482F689	
Name Richard Hutchinson	Status signed	Viewed At 10/21/2021 22:10 EDT
Email rjh@dksassociates.com	Multi-factor Digital Fingerprint Checksum 0f341f93bc4869779c9a5ad9306e200ece7bd71157556cb7a25aaf4f6382d720	Identity Authenticated At 10/21/2021 22:10 EDT
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	Device Chrome via Windows	
	Drawn Signature 	
	Signature Reference ID A02F9F82	
	Signature Biometric Count 156	

AUDITS

TIMESTAMP	AUDIT
10/21/2021 14:41 EDT	Elizabeth Aguilar (elizabeth.aguilar@dksassociates.com) created document '21x03-008_seaside_parking_study_proposal_v2_.docx' on Chrome via Windows from 50.226.68.66.
10/21/2021 14:41 EDT	Erin Vaca (erin.vaca@dksassociates.com) was emailed a link to sign.
10/21/2021 14:41 EDT	Richard Hutchinson (rjh@dksassociates.com) was emailed a link to sign.
10/21/2021 14:59 EDT	Erin Vaca (erin.vaca@dksassociates.com) viewed the document on Chrome via Windows from 75.54.231.47.
10/21/2021 20:36 EDT	Richard Hutchinson (rjh@dksassociates.com) was emailed a reminder.
10/21/2021 20:36 EDT	Erin Vaca (erin.vaca@dksassociates.com) was emailed a reminder.
10/21/2021 22:10 EDT	Richard Hutchinson (rjh@dksassociates.com) viewed the document on Chrome via Windows from 67.183.0.13.
10/21/2021 22:10 EDT	Richard Hutchinson (rjh@dksassociates.com) authenticated via email on Chrome via Windows from 67.183.0.13.
10/21/2021 22:10 EDT	Richard Hutchinson (rjh@dksassociates.com) signed the document on Chrome via Windows from 67.183.0.13.
10/22/2021 13:23 EDT	Erin Vaca (erin.vaca@dksassociates.com) viewed the document on Chrome via Windows from 75.54.231.47.
10/22/2021 13:24 EDT	Erin Vaca (erin.vaca@dksassociates.com) authenticated via email on Chrome via Windows from 75.54.231.47.
10/22/2021 13:24 EDT	Erin Vaca (erin.vaca@dksassociates.com) signed the document on Chrome via Windows from 75.54.231.47.

MEMORANDUM



TO: Victor Damiani, Finance Director

FROM: Trevin Barber, Assistant City Manager *TB*

DATE: December 2, 2021

SUBJECT: Downtown Parking Study Support Sole Source Justification

PURPOSE

Document the justification for sole sourcing the professional services of DKS and Associates as it relates to the project to conduct a parking assessment in Downtown.

BACKGROUND

In 2010, the City of Seaside retained DKS Associates to conduct a Citywide parking study, which included a parking survey and a parking implementation plan. The focus of the parking study was to assess the existing parking levels in the study area, evaluate future parking needs and parking resources, address immediate concerns, and recommend a parking management plan for implementation by the City. It was intended to be used as a guide to initiate modifications to the parking management practices at that time and provided a valuable tool for City officials to use to alleviate on-street parking challenges. .

In 2018, the City finished construction of a complete-street improvement in Downtown Seaside, which improved the area and changed the parking composition. The project brought to fruition a key part of Seaside's West Broadway Avenue Urban Village Specific Plan and revitalized the downtown by taking the road down from four lanes to two and making it more bike and pedestrian-friendly. Businesses have expressed concerns to staff that sometimes it can be hard to find parking in front of their store. This can be especially challenging during weekends and high-trafficked special events.

ANALYSIS

Recently, in September, 2021, the City of Seaside tested an innovative approach to add angled parking in Downtown. The City reduced Contra Costa St. to one lane, south bound only while using the northbound lane for angled parking. A total of 24 parking spaces were added to accommodate traffic for the special event. While the primary goal of the temporary traffic control was to promote safety while enabling tourism and special events in the City, businesses in Downtown Seaside have expressed concerns about ongoing parking challenges. An innovative approach to expand parking options long-term could promote the Downtown as a visitor-friendly destination. Updating the 2010 parking study with a focus on downtown and the new configuration of Broadway, will provide a guide to initiate modifications in the future for further improvements. Retaining DKS Associates to update the study will achieve significant cost savings.

Project Summary

Immediately here below is a budget estimate from the proposed scope of work with DKS and Associates showing the tasks and subtasks.

TABLE 1. BUDGET ESTIMATE

	Task	Senior Adviser / PIC	Project Mgr	Senior Project Eng.	Assoc. Eng.	Assista nt Eng.	Graphic s	Project Coordi- nator	Total Hours	Labor Costs	Other Direct Costs	Total Fee
		rates-->	\$295	\$205	\$195	\$155	\$145	\$140	\$100			
1	Update Parking Supply and Field Visit											
	Task Subtotal	2	16	10	0	12	0	2	42	\$7,760	\$0	\$7,760
2	Parking Occupancy Survey											
	Task Subtotal	2	6	0	0	6	0	0	14	\$2,690	\$3,000	\$5,690
3	Parking Opportunity Assessment											
	Task Subtotal	2	10	12	24	0	0	0	48	\$8,700	\$0	\$8,700
4	Summary Report and Recommendations											
	Task Subtotal	2	14	2	0	16	16	0	50	\$8,410	\$0	\$8,410
	Proposal Total	8	46	24	24	34	16	2	154	\$27,560	\$3,000	\$30,560



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Sheri Damon, City Attorney

DATE: December 2, 2021

**SUBJECT: ADOPT A RESOLUTION MAKING FINDINGS IN ACCORDANCE
WITH AB361 AND GOVERNMENT CODE SECTION 54953(E)
AUTHORIZING REMOTE TELECONFERENCE MEETINGS**

RECOMMENDATION

Adopt a resolution making findings under AB361 and Government Code section 54953(e) authorizing continued teleconference (Zoom) hybrid meetings.

BACKGROUND

At the City Council meeting of November 4, 2021, the Council considered and authorized continuing hybrid meetings providing for a combination of teleconference and in-person meetings to conduct the business of the City in accordance with the provisions of AB361 which adds Government Code section 54953(e) to the Brown Act and provides for remote teleconferencing subject to the existence of certain conditions.

Government Code section 54953(e) provides that when there is a proclaimed State of Emergency declared by the Governor, a local body may make a determination to authorize a meeting remotely via teleconference as a result of the emergency, within the first 30 days after the first meeting. To do so, a resolution would need to be adopted in which the legislative body finds that a meeting in person would present imminent risks to the health or safety of attendees, or that state or local officials have imposed or recommended measures to promote social distancing. Importantly, the resolution to continue hybrid meetings must be renewed every 30 days.

Since November 4, 2021, the situation has not changed. The State of California remains in a State of Emergency as a result of the threat posed by the COVID-19 pandemic. Although the FDA and CDC have approved boosters and a vaccination for Children 5-11, the SARS-CoV-2 virus continues to mutate and there continues to be break-through infections. The City Council continues to recommend masking inside

chambers and social distancing inside Council Chambers. Finally, renewing this resolution to continue with the option to participate remotely by teleconference (Zoom) to be in the health, safety and welfare of its citizenry during the continuing COVID-19 crisis.

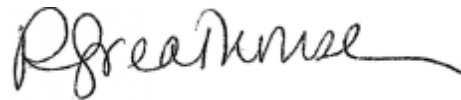
FISCAL IMPACT

Zoom account and on-line services are already included in the budget.

ATTACHMENTS

1. 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. 2021-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE MAKING FINDINGS FOR THE CONTINUATION OF REMOTE TELECONFERENCE/ZOOM MEETINGS IN ACCORDANCE WITH AB361 AND GOVERNMENT CODE SECTION 54953(e)

WHEREAS, on or about October 7, 2021, the Seaside City Council made findings pursuant to Government Code section 54953(e) and AB361 that allowing hybrid remote teleconferencing meeting was in the best interest of the Citizens of Seaside; and

WHEREAS, there continues to be a State of Emergency declared by the Governor in the State of California as a result of the COVID-19 pandemic; and

WHEREAS, there continues to be a State of Emergency in the City of Seaside, as declared by our former City Manager; and

WHEREAS, on or about July 2021, City Council as a part of the re-opening of California, began to hold in-person City Council meetings, allowing the public to attend in person fully masked and with social distancing in place, and also provided for electronic participation in the meetings via Zoom; and

WHEREAS, there have been continued transmission of the COVID-19 cases and most hospitalizations in Monterey County primarily due to the Delta and other variants of the SARS-CoV-2, the virus that causes COVID-19. Emerging evidence indicates that the Delta variant is far more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others; and

WHEREAS, the FDA and CDC have approved both a vaccine for children 5-12 and a booster program for certain of the vaccines available for the SARS-COV02 virus neither program having been fully implemented; and

WHEREAS, the City Council now desires to adopt a Resolution finding that the requisite conditions exist for the legislative bodies of the City of Seaside, to conduct remote electronic/teleconference meetings without compliance with Government Code section 54953 (b)(3).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby makes the following findings:

1. The above recitals are true and correct and are incorporated herein by this reference.
2. The City Council determines that as a result of the proclaimed state of emergency in California due to COVID-19, and in particular the continued spread of the virus in Monterey County, along with the limited vaccinations for children under the age of 12 and the increased transmissibility of the Delta and other variants of the SARS-CoV-2a virus require the continuation of remote teleconference participation in the conduct of the City's business.

3. The City Manager and City Attorney shall ensure that all City bodies are authorized to conduct their meetings via the hybrid method, including in person and/or fully remote Zoom/teleconference meetings and are directed to take all steps to implement this Resolution including, continuing to conduct open and public remote meetings in accordance with the requirements of Government Code section 54953(e) and other applicable provisions of the Brown Act.

This Resolution shall take effect immediately upon its adoption and shall be effective for thirty (30) days, unless extended by the City Council.

PASSED AND ADOPTED by meeting of City of Seaside duly held on the ____ day of ____, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

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

DATE: December 2, 2021

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE AN ENCROACHMENT AND MAINTENANCE
AGREEMENT TO ENHANCE THE LANDSCAPE ALONG MONTEREY
ROAD WITH SEASIDE SENIOR LIVING LLC IN SUPPORT OF THE
SEASIDE SENIOR LIVING DEVELOPMENT PROJECT**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an Encroachment and Maintenance Agreement with Seaside Senior Living, LLC in support of the Seaside Senior Living development project.

BACKGROUND

The City and Seaside Senior Living, LLC (Developer) entered into a Disposition and Development Agreement in September of 2016 with the goal of developing a new "independent living, assisted living, memory care and senior co-housing facility" (the Project) to accommodate no less than 100 seniors. In January of 2018, the sale of property from the City to the Developer was completed.

Since the sale of the property, the Developer has completed demolition of the former gas station and mini-mart and rough grading at the Project site. They have worked with PGE regarding relocation of their utilities. Additionally, in coordination with the Marina Coast Water District, the Developer has recently completed relocation of sanitary sewer infrastructure under and along Monterey Road. To enhance the overall aesthetic of the Project, the Developer has requested execution of an Encroachment and Maintenance Agreement (Agreement) with the City to construct landscape improvements within an unimproved portion of the Monterey Road right of way.

The proposed improvements within the encroachment area would largely be limited to landscaping, with consideration to permit minor walls and signage associated with the Project upon prior approval of the City in accordance with the municipal code. The Agreement (Attachment 2) insures the City may reclaim the right of way should future improvements to the road be required. In addition, the Agreement requires the Developer to provide maintenance of the encroachment area to be kept in good order. Staff recommends a resolution (Attachment 1) authorizing the City Manager to execute the Encroachment and Maintenance Agreement with Seaside Senior Living, LLC.

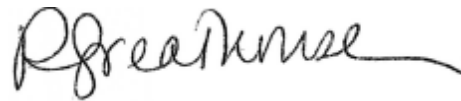
FISCAL IMPACT

There is no fiscal impact. The Developer is responsible for removing improvements upon request of the City. Developer is also responsible for maintenance of improvements within the encroachment area.

ATTACHMENTS

1. Resolution
 2. Encroachment & Maintenance Agreement
-

Reviewed for Submission to the City Council by:



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 ENCROACHMENT AND MAINTENANCE AGREEMENT WITH SEASIDE SENIOR LIVING, LLC

WHEREAS, on May 16, 2013, the City Council entered into an ENA (exclusive negotiating agreement) with Seasons Management LLC for the purchase of the site at 550 Monterey Road for the development of a senior living and memory care facility (the "Project"); and

WHEREAS, on March 15, 2015, Seasons Management LLC executed an Assignment of the ENA with Seaside Senior Living LLC (the "Developer"); and

WHEREAS, on January 22, 2018, the sale of the property to Seaside Senior Living LLC was executed; and

WHEREAS, the Developer has completed demolition, rough grading and relocation of an existing sanitary sewer force main; and

WHEREAS, the Developer has submitted grading and drainage plans for the Project; and

WHEREAS, to enhance the overall aesthetic of the Project, the Developer has requested permission to construct landscape and other minor improvements within an unimproved portion of the Monterey Road right of way; and

WHEREAS, the City desires and supports development of the senior living and memory care facility at the property; and

WHEREAS, the City retaining ownership of the unimproved right of way is prudent should future roadway improvements be necessary; and

WHEREAS, the Encroachment and Maintenance Agreement, attached hereto, between the City and the Developer allows the Developer to construct landscape and other minor improvements.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute the Encroachment & Maintenance Agreement with Seaside Senior Living, LLC for the construction and maintenance of landscape improvements within portions of Monterey Road right of way.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 2nd day of December, 2021, by the following vote:

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

APPROVED:

ATTEST:

Ian N. Oglesby, Mayor

Dominique L. Davis, City Clerk

When recorded return to:

City of Seaside

City Clerk

440 Harcourt Avenue

Seaside, CA 93955

ENCROACHMENT AND MAINTENANCE AGREEMENT

ENCROACHMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20__ by and between the City of Seaside, hereinafter referred to as the “City”, and Seaside Senior Living, LLC, hereinafter referred to as “Owner(s)”.

WITNESSETH

WHEREAS, Owner(s) owns real property in the City of Seaside, which said property is described as parcel number 031-141-004, with address of 550 Monterey Road, Seaside CA 93955, and

WHEREAS, Owner(s) wishes to construct improvements within property owned by the City of Seaside commonly known as Monterey Road at 550 Monterey Road Seaside, CA 93955, described as the area of encroachment in the Exhibit “A” attached, and

WHEREAS, the City and the Owner(s) wish to establish conditions to install and maintain such improvements.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The City hereby authorizes construction of improvements within the area of encroachment as described in Exhibit “A” attached hereto.
2. Authorized improvements are limited to surface improvements to include sidewalks, paths, landscaping and subsurface improvements for irrigation and landscape lighting. Improvements may include construction of minor walls and signs with prior approval of the City and in accordance with the municipal code.
3. Owner(s) agrees to provide for maintenance, including but not limited to mowing, trimming (limbs, roots if determined necessary to address safety liability or other City issue, watering and replacement) and shall keep the improvements in good order.

4. Owner agrees to relocate or remove, at Owner's expense, the improvements in the above described area of encroachment, in accordance with City of Seaside Engineering Standards on demand by an approval of the City in the event of damage to the city owned or maintained facilities, including but not limited to sewer or storm drains, sidewalk, curb and gutter; or the construction of public improvements; or construction of public utilities to include but not limited to electrical, natural gas, water, and telecommunications.

5. Owner(s) agree to indemnify and hold harmless the City, the City Council, and its officers, employees, authorized assistants and agents from all suits, claims, or actions of every kind and description brought by or on account of any injury or damages received or sustained by any person or persons by or as a result of the improvements.

City of Seaside

By _____

Roberta Greathouse

Acting City Manager

Owner(s)

By  _____

Eric W. Jacobsen, Managing Member

Date: _____

Date: 11/19/2021

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.

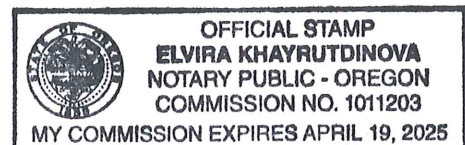
STATE OF OREGON
COUNTY OF CLACKAMAS

On November 22, 2021 before me, Elvira Khayrutdinova
personally appeared Eric W. Jacobsen 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 Oregon that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Elvira Khayrutdinova (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 CALIFORNIA
COUNTY OF MONTEREY

On _____, before me, _____
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 CALIFORNIA
COUNTY OF MONTEREY

On _____, before me, _____
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)

LANDSCAPE EASEMENT- MONTEREY RD.

The land referred to herein below is situated in the City of Seaside, County of Monterey, State of California and being a strip of land of variable width, and described as follows:

Beginning at the most westerly corner of that certain 5.236 acre parcel of land as shown on that certain Record of Survey map filed November 25, 2020 in Volume 35 of Surveys, at page 15 in the office of the County Recorder of the County of Monterey, State of California, said corner also being on the Northerly right of way line of Monterey Road as said road is shown on said map:

Thence easterly along a curve to the right from a radial bearing of S.38°00'40" E., having a radius of 605.00 feet, a central angle of 31°51'53" and an arc length of 336.47 feet;

Thence N.83°50'50" E., 173.72 feet continuing along said Northerly line of Monterey Road to the beginning of a tangent curve to the left;

Thence easterly along said curve having a radius of 570.00 feet, a central angle of 5°20'35" and an arc length of 53.15 feet;

Thence leaving said Northerly line of Monterey Road, S.11°21'23" W., 3.53 feet;

Thence S.31°11'23" E., 4.96 feet more or less to the back of curb as said curb is currently constructed along the northerly side of Monterey Road;

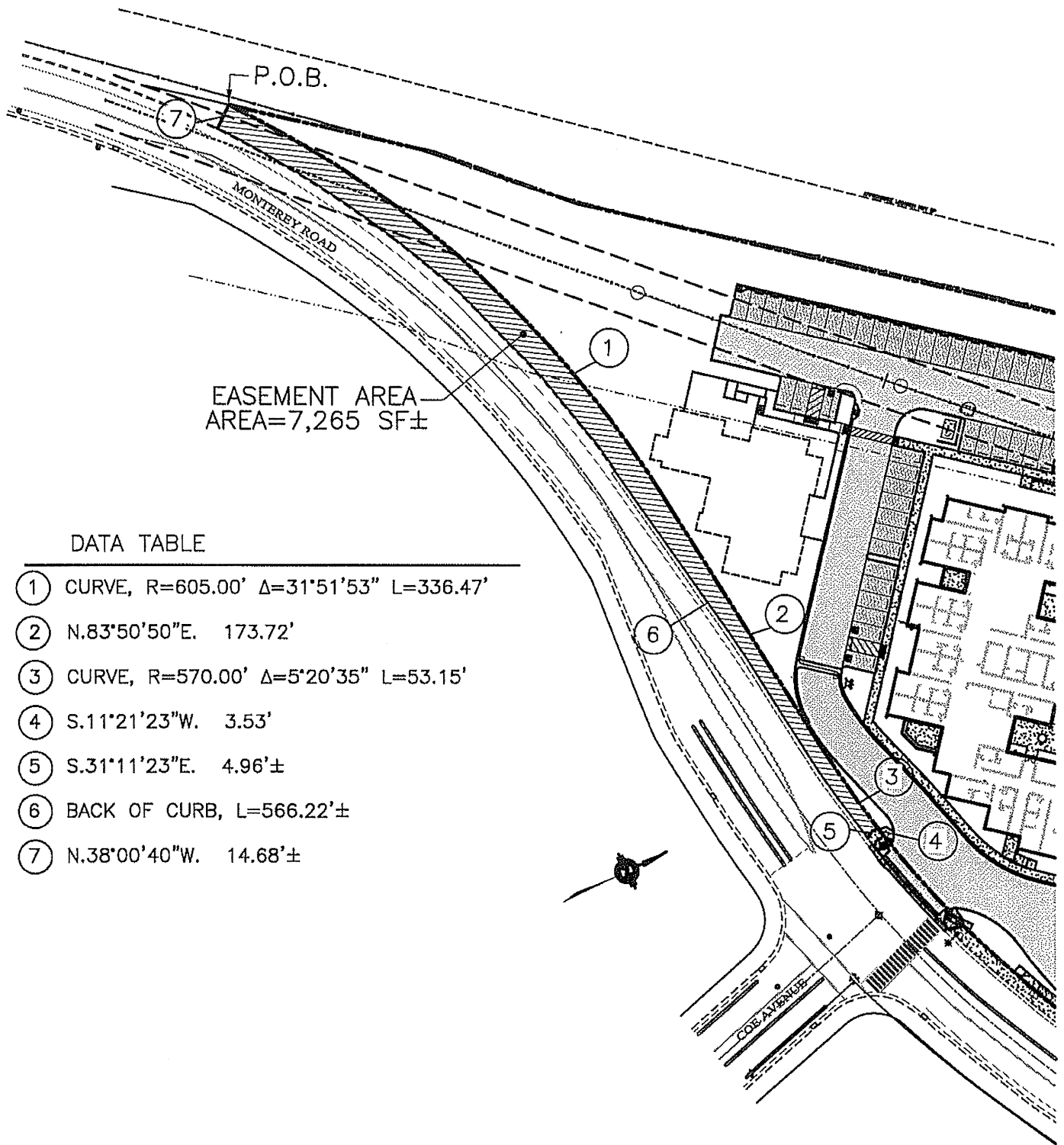
Thence westerly along the back of said curb 566.22 feet more or less to a point on said back of curb distant S.38°00'40" E. 14.68 feet more or less from said point of beginning;

Thence N.38°00'40" W. 14.68 feet more or less to said point of beginning.

Containing an area of 7,265 square feet more or less.

Prepared By:
Joe L. Akers
Civil Engineer
C 20372





LANDSCAPE EASEMENT

JOE L. AKERS

RCE 20372 EXPIRES 9-30-21

830 BAY AVENUE Ste. E, CAPITOLA, CA. 95010 (831) 475-6557

DATE: 1.15.21

SCALE: 1" = 80'

PAGE 1 OF 1



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Trevin Barber, Assistant City Manager

DATE: December 2, 2021

**SUBJECT: RECEIVE AND FILE PROJECT DESCRIPTION FOR THE LOCAL
AGENCY FORMATION COMMISSION APPLICATION FOR
ANNEXATION OF THE CAMPUS TOWN AND PARKER FLATS
PROPERTIES INTO THE MARINA COAST WATER DISTRICT**

RECOMMENDATION

Receive and file the Draft Project Description for annexation of the Campus Town properties for the LAFCO Seaside Properties Annexation into the Marina Coast Water District.

BACKGROUND

Summary

The City has previously initiated the process of preparing an application for the annexation of Campus Town properties into the Marina Coast Water District in order to receive water, wastewater, and recycled water services in the future. The attached is the project description which will serve as the basis for the formal application to the Local Agency Formation Commission. Staff is providing the project description for informational purposes.

Brief History of Marina Coast Water District's Prior Annexation Attempt

In December 2018, the Marina Coast Water District (District) submitted an application for the Ord Community Sphere of Influence Amendment and Annexation (Application) to the Monterey County Local Agency Formation Commission (Commission).

Geographically, the Application included the Campus Town Project (Campus Town). The Application was prepared for the District by Denise Duffy & Associates and Schaaf & Wheeler (Consultants). The District contracted with the Consultants to provide an extensive scope of work that essentially included the entirety of the task-items for the preparation and filing of the Application materials with the District and Commission.

Denise Duffy & Associates was the lead consultant and prepared the environmental documents inclusive of the Initial Study/Negative Declaration in support of the Ford Ord Community Sphere of Influence Amendment as well as all tasks necessary for processing the application with the Commission. Shaaf and Wheeler supported Denise Duffy & Associates and the District by providing engineered maps and diagrams for the Application.

The original Application was challenged; a petition for Writ of Mandate in the Monterey County Superior Court was filed, challenging the District's action. A Settlement Agreement was then proposed that provided for the modification to the Application's project area (Modified Application) by excluding certain parcels and portions of certain parcels. The area removed includes some of the Campus Town Project parcels. As such, Campus Town is not fully annexed to the District's boundaries. The excluded parcels were re-designated for "future study area."

Importance of Campus Town Project for the City of Seaside

Over the last several years, the City of Seaside has spent a considerable amount of time and resources supporting the Project because of the multitude of economic benefits anticipated for the community. The Project is located on a portion of the former Fort Ord Army Base in Seaside, California, adjacent to California State University Monterey Bay. The Project would permit the construction and operation of 1,485 housing units, 250 hotel rooms, 75 hostel beds, 150,000 square feet (sf) of Retail, Dining, and Entertainment uses, and 50,000 sf of Office, Flex, Makerspace (collaborative workspace) and Light Industrial floor space, as well as park/recreational areas (including approximately nine (9) acres of public open space and 3.3 acres of private open space), roadways, parking and supporting infrastructure, on approximately 122.23 acres of land, through the adoption of the Campus Town Specific Plan and associated entitlements. With a direct impact of +/-751 new jobs at full build out, the project will bring a transformative amount of jobs and opportunities to Seaside residents. Further, the economic impact will help families avoid long commutes outside of town and allow them to spend more time with their families, creating a stronger and more equitable community for everyone.

Status of Campus Town Project Annexation

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 Campus Town. The City has also completed and certified the Final Environmental Impact Report (the EIR) for the proposed development with the support from consultant Denise Duffy & Associates. And the City has obtained an application from the Developer, to implement the upgrades proposed in the Campus Town Specific Plan. The Developer has retained a civil engineering firm, Ruggeri-Jensen-Azar (RJA), that is preparing engineering documents for the proposed water and recycled water delivery and wastewater collection infrastructure. RJA has also prepared documents estimating the potable and recycled water demands. In order for the Project to

proceed, it must now be annexed into a district in order to receive water, wastewater, and recycled water service.

On August 19, 2021, the City Council authorized a Professional Services Agreement with Denise Duffy & Associates to assist the City of Seaside 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 collaboration with Marina Coast Water District and the City of Seaside, Denise Duffy & Associates has drafted a project description and proposal which will be used as the basis of application with the Local Agency Formation Commission. This project description is being provided to the City Council for informational purposes. Staff will begin the formal application process soon, coming back to Council with a request to adopt a resolution of intention.

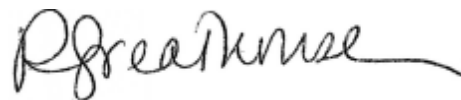
FISCAL IMPACT

N/A

ATTACHMENTS

1. Draft Project Description of LAFCO Seaside Properties Annexation
-

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

Marina Coast Water District

Updated Sphere of Influence & Annexation Proposal

Draft Project Description

November 22, 2021

Introduction

The proposed project is the Marina Coast Water District's (MCWD or the District) Updated Sphere of Influence (SOI) Amendment and Annexation of territory into the District's service area (SA), which is proposed in accordance with relevant codes and ordinances of the District, City of Seaside, and the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

The District currently provides water, wastewater, and recycled water service to the former Fort Ord Community (Ord Community; see Figure 1) as outlined in the Water/Wastewater Facilities Agreement between the Fort Ord Reuse Authority (FORA) and MCWD (1998) and the Assignment of Easement on Former Fort Ord and Ord Military Community, County of Monterey; Quitclaim Deed for Water and Wastewater Systems, between FORA and MCWD, dated October 24, 2001, as amended by the Sphere of Influence and Annexation Proposal approved by the Local Agency Formation Commission on April 22, 2019 (2019 MCWD Annexation).

On February 20, 2018, the MCWD Board of Directors (Board) adopted Resolution No. 2018-09, adopting an Initial Study/Negative Declaration for the Ord Community Sphere of Influence Amendment and Annexation, finding that the Ord Community Sphere of Influence Amendment and Annexation was not a project subject to the California Environmental Quality Act (CEQA) and also exempt from CEQA, and directing District staff to file an application with the Local Agency Formation Commission of Monterey County (LAFCO) for the project to annex properties into MCWD's SA. MCWD filed a Notice of Determination (NOD) and Notice of Exemption (NOE) within five days of the Board action. MCWD's modified proposal was approved by LAFCO on April 22, 2019, by Resolution No. 19-04.

The project is proposed to amend the MCWD SOI and SA (see Figures 2 and 3) to annex two project sites that were excluded from the 2019 MCWD Annexation: the Campus Town Specific Plan Project and Parker Flats Apartments Project. The applicant is:

Name, Title (if applicable): Remleh Scherzinger, General Manager

Agency: Marina Coast Water District

Address: 11 Reservation Road, Marina, CA 93933

Phone Number: (831) 384-6131

Email Address: RScherzinger@mcwd.org

Location

The MCWD is situated in the northwest corner of Monterey County, California (Figure 1). The proposed project location includes two project sites within the City of Seaside on the former Fort Ord: the Campus Town Specific Plan Project and Parker Flats Apartments Project sites (Figures 2 and 3).

The Campus Town Specific Plan Project site is approximately 122.23 acres situated at the northern end of Seaside, approximately one mile east of the Monterey Bay and 900 feet east of State Route 1 (SR 1). The project site is bound to the west by 1st Avenue and vacant land that lies just east of SR 1, and to the east by 7th Avenue and a parking lot. The project site is bisected by General Jim Moore Boulevard, which runs north to south. Between 1st Avenue and General Jim Moore Boulevard, the project site is bounded to the north by Lightfighter Drive and California State University, Monterey Bay (CSUMB), and is bounded to the south by the Ord Community Commissary, Army and Air Force Exchange Service Military Exchange PX, Ord Military Community housing, Ord Military Community Recreation Center, and General Stilwell Community Center of the U.S. Army Garrison Presidio of Monterey. Between General Jim Moore

Boulevard and 7th Avenue, the project site is bounded to the north by Colonel Durham Street and by various uses such as CSUMB, the Army National Guard Recruiting Center, Department of Defense (DoD) Defense Manpower Data Center, and former Fort Ord land, and is bounded to the south by Gigling Road, Ord Military Community housing, and the U.S. DoD Army Hospital. The Assessor Parcel Numbers (APNs) are listed in Table 1.

The Parker Flats Apartments Project is located on 4.9 acres at 4386-4387 Parker Flats Cut Off Road within a portion of Assessor's Parcel Number 031-152-011 in the City of Seaside within the former Fort Ord. Existing surrounding development includes: a veterinary clinic, a medical clinic, an eight-story U.S. DoD building (i.e., the Defense Manpower Data Center), and parking lots to the north; a Defense Language Institute (DLI) immersion facility to the south and east. The California Central Coast Veterans Cemetery is located approximately 1,000 feet to the south.

Table 1. Assessor Parcel Number (APN) Summary for Campus Town Specific Plan Project

Proposed Specific Plan (APN)	Campus Specific (acres)	Town Plan	Phase 1 Proposed Project (acres) ¹	Phase 2 Proposed Project (acres) ¹	Phase 2 Campus Town Parcels Not Part of the VTM (acres) ²
031-151-013 (portion) ³	0.54		0.54	-	-
031-151-018	4.17		-	-	4.17
031-151-024 ⁴	1.60		-	-	1.60
031-151-029 ⁵	16.23		6.44	9.79	-
031-151-031	3.81		-	3.81	-
031-151-032	1.23		1.23	-	-
031-151-036 (portion) ⁴	1.64		-	-	1.64
031-151-037 ⁴	1.16		-	-	1.16
031-151-038	0.83		-	-	0.83
031-151-039	7.35		-	7.35	-
031-151-040 ⁵	37.56		0.22	37.34	-
031-151-041 ⁶	3.20		-	-	3.20
031-151-042 ⁶	3.51		-	-	3.51
031-151-043 ⁴	0.41		-	-	0.41
031-151-044 ⁴	1.68		-	-	1.68
031-151-054	22.52		22.52	-	-
031-151-055 ⁷	11.28		11.28	-	-
031-151-056	2.83		2.83	-	-
031-261-003	0.34		-	0.34	-
031-261-004	0.34		-	0.34	-
Total	122.23		45.06	58.97	18.2

¹ These parcels are included in the KB-Bakewell VTM.

² These parcels are located within the Plan Area, but are not included in the Purchase Agreement with KB-Bakewell.

³ A 0.54-acre portion of this parcel is included in the KB-Bakewell VTM, while the remainder of the parcel is not. The 0.54-acre portion of this parcel is within the existing right-of-way and will be abandoned and obtained by KB Bakewell.

⁴ These parcels are owned by third parties (not the project applicant). Parcel -024 is owned by MST, parcel -036 is outside City boundaries, parcel -037 is owned by FORA, and parcels -043 and -044 are owned by the U.S. Government.

⁵ This parcel straddles the proposed phase line. The appropriate acreage is attributed to each phase.

⁶ These parcels (containing, Monterey College of Law and Monterey County Bar Association) are not included in the KB Bakewell VTM and are not proposed for modification.

⁷ A vacated restaurant building is located at the northeast corner of General Jim Moore Boulevard and Gigling Road. This building would be demolished by KB-Bakewell. Also, the demolition of the Presidio of Monterey Fire Station has been assumed to be part of the Proposed Project.

--- = not applicable

The current MCWD SOI and SA is 8,086 acres. The proposed SOI amendment and annexation territory includes 127 acres, making the total new MCWD SOI and SA 8,213 acres after project approval.

Population

The MCWD estimates that its service population is approximately 35,734 people, of which an estimated 17,060 reside within the City of Marina and 18,674 live in areas of the Ord Community. The population of the City of Seaside is 34,115 (2020 U.S. Census). Other adjacent population areas include the Cities of Monterey and Del Rey Oaks.

Purpose and Need

The District currently provides water, wastewater, and recycled water services to these areas. The Campus Town and Parker Flats Apartment projects will have received their final land use approvals and associated water allocations prior to annexation approval. As such, these properties can now be annexed into the MCWD's SOI and SA. Adding these properties to the SA will also eliminate islands within the District that were created during the 2019 MCWD Annexation.

No conditions have been assigned to this proposal and the proposed area is not being requested to be taxed for existing bonded indebtedness or contractual obligations.

Determination of Boundaries

The proposal's boundaries follow existing parcel boundaries and/or right-of-way limits all within the former Fort Ord. The project would annex territory currently within the City of Seaside to include the two project sites. The existing water and wastewater systems cross jurisdictional boundaries due to the jurisdictional divisions on the former Fort Ord.

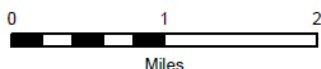
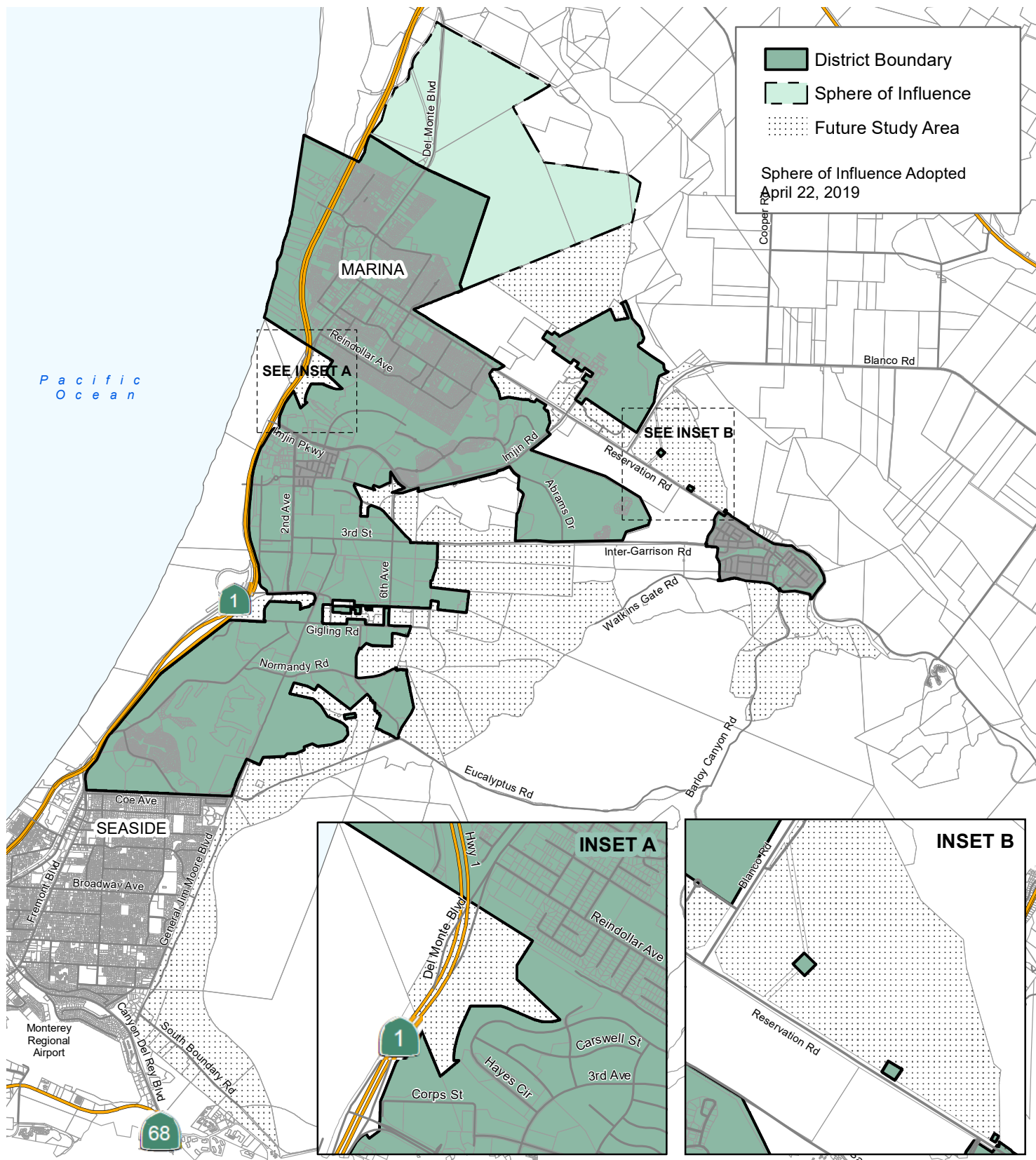
The project is proposed to eliminate islands created during the 2019 MCWD Annexation.

The annexation includes adjacent streets and rights-of-way and is consistent with LAFCO Policy D.II.7. The boundaries of the proposed project follow existing political boundaries, primarily the boundary follows existing parcel boundaries with some portions of the parcels excluded, which follow current right-of-way boundaries or development boundaries.

The proposed annexation would not divide any existing tax assessment parcels. The District is funded only by rates and fees and does not collect property taxes.

The proposed annexation would not physically divide an established community, commercial district, or any other area having social or economic homogeneity.

The proposed annexation does not include all of the development parcels within the former Fort Ord, including all those within the City of Seaside. Although MCWD's future annexation plans contain all the former Fort Ord lands, including those territories which have not yet received final land use entitlements or approved water allocations including them in this application would not be beneficial at this time.



Source: LAFCO of Monterey County

MCWD LAFCO Map



Denise Duffy & Associates, Inc.
Planning and Environmental Consulting

Date
11/8/2021

Scale
1" = 1.2 Miles

Figure
1

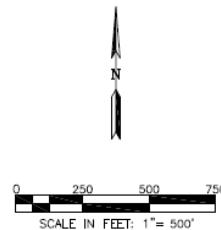


LEGEND

- *  EXISTING MCWD DISTRICT BOUNDARY AREAS
-  PROPOSED MCWD ANNEXATION AREAS

- * PER LAFCO-APPROVED "COUNTY WATER DISTRICTS"
MAP DATED 10/31/2019

Source: RJA



Campus Town Proposed Annexation Properties



Denise Duffy & Associates, Inc.
Planning and Environmental Consulting

Date
11/8/2021

Scale
1" = 500'

Figure
2



Source: Parker Flats Apartments Project CEQA Class 32
Categorical Exemption Report, March 2018

Parker Flats Apartments Proposed Annexation Property



Denise Duffy & Associates, Inc.
Planning and Environmental Consulting

Date
11/8/2021

Scale
1" = 150'

Figure

3



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: December 2, 2021

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM SEASIDE HIGH SCHOOL BOYS SOCCER**

RECOMMENDATION

Approve a request from Seaside High School Boys Soccer Program for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with purchasing equipment, uniforms, practice gear, game day polos, and team sweats.

BACKGROUND

The Seaside High School Boys Soccer Program is requesting a donation of \$3000.00 from the Mayor's Youth Fund to cover the costs associated with purchasing equipment, uniforms, practice gear, game day polos, and team sweats. The Seaside High School Boys Soccer Program teaches the players the importance of character, sportsmanship, life skills and the importance of achieving excellence at school and in the community. The program teaches their young men to not only be outstanding student athletes, but also to be model citizens. They encourage all their athletes to use reusable water bottles, and at all of their home games they will collect cans and bottles to recycle.

Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy. The Seaside High School Soccer Program received their last donation at the November 07, 2019, City Council meeting. They submitted their 2019 Mayor's Youth Fund Closing Report within the 60 day time frame.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation

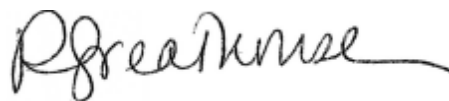
to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund Account is \$42,100.73. If the City Council approves this request, the balance will drop down to \$39,100.73.

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 at the next available City Council Meeting.

ATTACHMENTS

1. Request from Seaside High School Boys Soccer 2021
 2. W-9 Seaside High School Boys Soccer 2021
 3. Mayors Youth Fund Closing Report - Seaside High School Boys Soccer
-

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting City Manager

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>, <dmeewis@ci.seaside.ca.us>, <tnavarro@ci.s...>
Date: 11/18/2021 2:57 PM
Subject: Online Form Submittal: Mayor Youth's Contribution Request

Mayor Youth's Contribution Request

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 Applications

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: Religious instruction, Sunday School, and Worship. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests

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

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.*
- Description of other methods being used to raise funds and/or other contributors.*
- An explanation of how the group, activity, or event will benefit Seaside youth.*
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.*

- How this request will provide a municipal benefit (ie., benefit the community).

- Proof of non-profit organization status (not a taxpayer's I.D number) and a current W-9 form.

Evaluation Process & 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 in the following area.)

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

- Individuals - 25% of the total cost of the activity (not to exceed \$1,000)

- Groups up to 20 - up to \$1,500

- Groups 21 and older - up to \$3,000

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.

Funding Requirements

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

Individual Requests

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

Name of Organization	Seaside High School Boys Soccer
----------------------	---------------------------------

Name	Servando Perez (Head Coach)
------	-----------------------------

Email Address	sperez@employnet.com
---------------	----------------------

Address	2200 Noche Buena St.
---------	----------------------

City	Seaside
------	---------

State	CA
-------	----

Zip Code	93955
----------	-------

Phone Number	805-868-7112
--------------	--------------

Additional Phone Number	Field not completed.
-------------------------	----------------------

Percentage of Residents or Students of Seaside	100%
--	------

Number of Participants	45 (JV and Varsity Teams)
Ages of Participants	15-18 years old (Freshman-Seniors)
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:	Athletic
Are you funding a reward for one of these activities?	No
Description of event, activity or program funding pertains to:	Not sure about this question. I choose No because did not fully make sense to me.
Attach Additional Information as Necessary	<i>Field not completed.</i>
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:	Funds will be used for equipment, uniforms, practice gear, game day polos and team sweats (Team apparel). Any leftover funds will be used for the next season teams. At all of our home games & away games we recycle cans and bottles.
What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?	asking for donations from business in the area. We are also looking into a car wash or fundraising BBQ. Parent donations.
Total Amount Requested:	up to \$3,000 or anything we can get. we have 45 kids and need the funds to be able to get enough items to include all numbers.
Electronic Signature Agreement	I agree.
Electronic Signature	Servando Perez

Date

11/18/2021

Email not displaying correctly? [View it in your browser.](#)

Form W-9
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

Monterey Peninsula Unified School District

Business name, if different from above

Check appropriate box: ☐ Individual sole proprietor ☐ Corporation ☐ Partnership

☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt
payee

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

700 PACIFIC ST

Requester's name and address (optional)

City, state, and ZIP code

MONTEREY CA 93940

List account number(s) here (optional)

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 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 chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

77-0320712

Certification

Under penalties of perjury, I certify that:

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

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, payment 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 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: Nov 7, 2019

Name of Organization: SEASIDE HIGH SCHOOL BOYS SOCCER TEAM

Contact: VARSITY BOYS SOCCER COACH JERRY OVIEDO

Address: 2200 NOCHE BUENA ST, SEASIDE, CA, 93955

Email/Phone: g.oviedo@mpsd.k12.ca.us.

Amount of Donation Received: \$ 3,000

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

ITEMS PURCHASED UNIFORMS, WARM UPS, SOCCER BALLS, PORTABLE GOALS, HURDLES AND BALL EQUIPMENT BAGS.

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.

DURING 12/03/19 THROUGH 02/22/20 HOME AND AWAY SOCCER GAMES WE BEGAN TO MAKE it our mission to pick up any recyclable plastics and dispose of them properly. Further, we started to utilize reusable water bottles for soccer games as another method of reducing plastic. AS a team we want to thank everyone for the approval of the MAYORS YOUTH FUND and the support from our city.

Signature: Jerry Oviedo

Date: 02/24/20

*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.J.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Victor Damiani, Finance Director

DATE: December 2, 2021

SUBJECT: ADOPT A RESOLUTION INCREASING THE COMMUNITY SOCIAL SERVICES GRANT LINE ITEM IN THE FISCAL YEAR 2021-2022 GENERAL FUND BUDGET BY \$105,459.00.

RECOMMENDATION

Adopt the attached resolution approving the cost increase and amending the fiscal year 2021-2022 budget.

BACKGROUND

In 2020, the Council created the Community Social Services grant program and designated \$320,000.00 to enhance community and social services. The program was renewed with another \$320,000.00 in the fiscal year 2021-2022 adopted budget.

On October 18, 2021, an ad-hoc committee of the City Council was convened and tasked with reviewing, rating and recommending grant awards to the Council. After completing the grantee recommendation process, the ad-hoc committee's recommendations were presented to the City Council. The City Council voted unanimously to increase funding for the Community Social Services grant program in the fiscal year 2021-2022 budget by \$105,459.00. This consent agenda item provides a resolution for the Council to formalize the decision made on November 18, 2021.

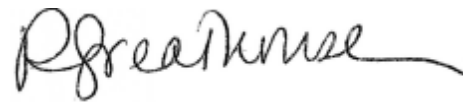
FISCAL IMPACT

The additional appropriation of \$105,459.00 will increase the City's projected operating budget deficit to approximately \$203,733.67.

ATTACHMENTS

1. Resolution
 2. Budget Amendments
-

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

INCREASING THE COMMUNITY SOCIAL SERVICES GRANT LINE ITEM IN THE FISCAL YEAR 2021-2022 GENERAL FUND BUDGET BY \$105,459.00

WHEREAS, In 2020, the City of Seaside City Council created the Community Social Services grant program and designated \$320,000 to enhance community and social services.; and

WHEREAS, The program was renewed with another \$320,000 in the fiscal year 2021-2022 adopted budget; and

WHEREAS, On November 18, 2021, Council expressed a desire to increase the budget for the Community Social Services grant program by \$105,459.00.

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside City Council approves an amendment to the fiscal year 2021-2022 adopted budget increasing the Community Social Services grant line item by \$105,459.00; and

NOW, BE IT FURTHER RESOLVED, that the City of Seaside City Council directs the Finance Director to appropriate \$105,459.00 from the balance of the General fund to account 100-9250-4203.

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 2nd day of December, 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
FY 22 Running Budget totals - budget amendments
As of 11/18/2021

Operating Budget		Approval Date
Adopted Surplus	\$ 107,278.00	6/17/2021
Less:		
MCWD Application	(40,000.00)	8/19/2021
Forklift	(35,027.00)	9/2/2021
Disaster Kleanup	(50,000.00)	10/7/2021
Parking Enforcemnt Vehicle	(80,525.67)	11/4/2021
Increase CSS grant	(105,459.00)	pending
Increase City Attorney - personnel budget	(16,721.75)	pending
Increase Economic Development - personnel budget	(67,609.83)	pending

Running total surplus/ (deficit): \$ (288,065.25)

Capital Budget/Unassigned Fund Balance		Approval Date
Projected Unassigned Fund Balance	\$ 12,966,234.00	6/17/2021
Less:		
Highland Otis Park	(62,669.00)	8/19/2021
Ellis Park	(390,818.00)	10/7/2021
Parking Lot	(1,240,000.00)	10/7/2021
Laguna Grande Improvements	(55,100.00)	11/18/2021
Less:		
Operating deficit	(288,065.25)	

Running total, Unassigned Fund Balance: 10,929,581.75

Notes: Operating deficits are paid from unassigned fund balance.

Use of unassigned fund balance will also impact the 5 year forecast presented at the time of budget adoption.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Trevin Barber, Assistant City Manager

DATE: December 2, 2021

SUBJECT: ADOPT A RESOLUTION TO APPROPRIATE \$75,000.00 FROM FUND BALANCE (FUND 100) AND AUTHORIZE THE ACTING CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HDL COMPANIES FOR CANNABIS MANAGEMENT SERVICES FOR AN AMOUNT NOT TO EXCEED \$75,000.00

RECOMMENDATION

Adopt a resolution appropriating \$75,000.00 and authorizing the Acting City Manager to execute a Professional Services Agreement with HDL for cannabis management services for an amount not to exceed \$75,000.00.

BACKGROUND

HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services, and software products. HdL Companies is a pioneer and leader in these fields for public agencies. HdL partners with over 500 government agencies in 11 states and has recovered more than \$2 billion in revenue for their clients. Founded by local government leaders, HdL maintains a unique government perspective and dedication to supporting clients, resulting in a 99.6% client retention rate since inception.

The City currently has a contract with HdL Companies for Sales Tax Services. The HdL Companies Sales Tax Services include: database management, quarterly reporting by individual businesses and categories; working with the State on tax allocation reviews, and assisting with budgetary projections. Their assistance is helpful with sales tax capture and gap analysis, updating revenue reports, and providing the City with a better understanding of the local economy. The City takes advantage of their tax discovery, in-depth audit, or collection services that are billed as a percentage of the

recovered costs.

The City of Seaside would like to expand these services, contracting with HdL for their Cannabis Management Services. Their team of professionals have direct knowledge and experience in the establishment and implementation of cannabis regulatory programs, including cannabis land-use regulations, regulatory best practices, staffing plans, operations, cost recovery, and compliance and financial audits. The City of Seaside currently has 12 licensed cannabis businesses, and anticipates more opening in the near future. Most of these businesses have been operating in the City of Seaside for more than a year and have not previously been audited. The City is interested in auditing these businesses to ensure they are reporting and remitting the proper amount of revenue to the City as required by Measure G and inspecting the businesses to ensure they are complying with state law and the conditions of their permits.

The City is also interested in having a consultant assist with the review and evaluation of additional cannabis municipal code sections to conform to State law and Department of Cannabis Control guidelines, including a review of the selection process for new licenses. HDL will assist staff with reviewing applications for compliance with the City's selection standards and staff will return to Council with a timeline for releasing the RFT for new licenses in the near future.

Staff is in receipt of a proposal for services from HdL with an estimated cost of \$75,000, varying with the number of cannabis businesses engaged. The cost of services is lower than anticipated because it does not reflect the previous two years' increases in cost of living adjustments. HdL is willing to pass these savings on to the City, updating the costs in any future years, should services be retained longer than one year. Most costs for discovery, audit, conducting compliance checks, or collections will be recovered from the proceeds of the additional services or fees for service.

Staff recommends adopting a Resolution authorizing the Acting City Manager to execute a Professional Service Agreement with HdL Companies for an amount not to exceed \$75,000.00 for cannabis management services.

FISCAL IMPACT

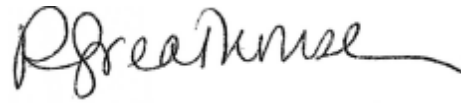
The fiscal impact is \$75,000.00 with most costs recovered from either proceeds of the additional services or fees for service. Staff recommends the City Council authorize an appropriation of \$75,000.00 from General Fund Balance into the Economic Development account 100-7410-1030.

The contract will require approximately 80 staff hours, at various levels, to coordinate implementation. However, it also offsets approximately 500 staff hours.

ATTACHMENTS

1. HdL Proposal - Cannabis Management Services
 2. Resolution
 3. Sole Source Justification - Cannabis Management Services
-

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

City of Seaside

Cannabis Management Services

November 3, 2021

HdL  Companies

SUBMITTED BY

HdL Companies
120 S. State College Blvd., Ste 200
Brea, CA 92821
hdlcompanies.com

CONTACT

David McPherson
T: 714.879.5000
E: dmcpherson@hdlcompanies.com

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I. LETTER OF TRANSMITTAL

November 3, 2021

Trevin W. Barber
Assistant City Manager
City of Seaside
656 Broadway Ave
Seaside, CA 93955

Re: Proposal for Cannabis Monitoring and Compliance Services

Dear Mr. Barber,

Thank you for the opportunity to submit this proposal for cannabis management services for the City of Seaside. The enclosed scope of services provides for HdL to assist the City with reviewing cannabis business applications, supplemental background checks, pre-license site visits, compliance inspections, annual cannabis revenue audits, and additional hours of subject matter expertise to be used as needed or requested by the City. The proposal also offers a fiscal analysis of the City's cannabis industry cluster as an optional service for the City's consideration.

HdL was incorporated in 1983 and has over 30 years of experience providing revenue enhancement and consulting services to local governments in California. HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Cannabis Management Program. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 500 agencies in six states. The firm currently serves 49 counties, 311 cities and 132 transactions tax districts in California.

Our knowledgeable team of professionals have more than 46 years' combined experience in the establishment and implementation of cannabis regulatory programs including establishing land-use regulations, registration processes, operation regulations for cannabis facilities, staffing plans, cost recovery, structuring cannabis business taxes and conducting compliance and financial audits.

We look forward to the opportunity to partner with the City of Seaside in developing a strategy which meets your program needs. If you have any questions or require additional information, please feel free to contact me by email at anickerson@hdlcompanies.com or David McPherson at dmcpherson@hdlcompanies.com or by phone at 714.879.5000.

Sincerely,



Andy Nickerson
President, HdL Companies

II. PROPOSED SCOPE OF SERVICES

The City of Seaside currently has 12 licensed cannabis businesses, and anticipates 2 more opening in the near future. Most of these businesses have been operating for more than a year and have not previously been audited. The City is interested in auditing these businesses to ensure they are reporting and remitting the proper amount of revenue to the City as required by Measure G. The City also desires to have these businesses inspected to ensure they are complying with state law and the conditions of their permits.

The City anticipates that it may receive applications for additional cannabis businesses in the future and is interested in having a consultant assist with the review and evaluation of these applications as they come forward. This assistance might extend to other related services, such as conducting supplemental background checks and pre-license site visits prior to issuance of a certificate of occupancy.

In addition to these services, the City is also interested in having HdL conduct a fiscal analysis of the City's cannabis industry cluster to determine what steps the City may take to support future business attraction, retention and success. This service has been included here as an optional objective for the City's consideration.

To expedite this process and to avoid the complexity of a formal Request for Proposals, the City desires to "piggyback" on an existing RFP for these services. HdL was previously awarded a contract for this suite of services pursuant to an RFP with the City of Ventura in November of 2020. That contract included an annual adjustment based upon the Consumer Price Index, which would be effective going forward. HdL has increased our rate for cannabis revenue audits since then, based on an analysis of our actual time and cost for providing this service. HdL is agreeable to the price quoted to the City of Ventura, with the CPI increase, for an initial term of 1 year. After this period, HdL will work with the City to revise the agreement based upon another formal RFP at HdL's revised rates.

Objective 1: Application Reviews, Scoring and Ranking

The City will conduct an initial screening of all applications for completeness based upon an objective checklist of required documentation. Incomplete applications will be denied but may be resubmitted. New application fees must be paid for resubmittal.

Applications which have been deemed complete will move forward for a full review by HdL, including with the selection criteria described in Section 19.08.010 of the Seaside Municipal Code (SMC). Applicants must provide detailed information on how they plan to meet the required criteria.

Reviews shall include narrative comments that identify both strengths and weaknesses of each application as well as any deficiencies or areas of concern. Reviews shall not contain any recommendations for approval or denial.

Proposed actions described in the applications shall be considered binding conditions of any resulting permit. Failure to meet or comply with any such requirements after a permit has been granted may subject the applicant to penalties and/or revocation proceedings.

Objective 2: Supplemental Background Checks

HdL shall provide background checks of all owners, principals, managers and employees of cannabis businesses. Our background checks supplement the State-required Live Scan fingerprint check, which will only disclose Department of Justice (DOJ) records regarding arrests or convictions. California's licensing agencies are only allowed to consider convictions for certain "red line" offenses such as serious or violent felonies, or certain felonies involving fraud, minors or drug trafficking, as automatic disqualifiers before granting or denying a license.

Our supplemental background checks expand upon the Live Scan information to identify other factors that local governments may wish to consider before granting discretionary business licenses or permits. These considerations may include other felony offenses, misdemeanor convictions, arrest records, civil judgements, restraining orders, the terrorist screening database, the national sex offender registry, delinquent child support payments, bankruptcies, employment and credit records, and more. Our search includes up to 5 variations on the subject's name and will alert if additional aliases are found which might warrant further investigation.

Our comprehensive background process checks the subject's name and social security number against over 200 million databases nationwide, including all of the following¹:

- 7 yr. unlimited county courts and criminal records search
- Social Security, name and address comparison
- DMV search
- National Criminal Court report
- National Sex offender registry
- Federal criminal history
- State Department of Public Safety
- State Department of Corrections
- Terror watch list
- Bankruptcy, lien and judgments
- Delinquent child support payments
- Employment credit report
 - Financial summary
 - Personal information comparison
 - Address comparison
 - Employment comparison
 - Credit bureau report / credit history
 - Public records search

¹ Renewals and background checks for employees include a lesser level of investigation.

Any felony convictions that would be automatic disqualifiers pursuant to B&P 26057 (Violent and Serious Felony Convictions) must be confirmed through the Live Scan process. The degree to which other records may be used to inform the approval or renewal of a local business license or permit is subject to local ordinance requirements.

HdL offers separate rates for owners, principals or managers of cannabis businesses and for regular employees or line staff. We also offer a lower rate for annual renewals after the initial background check has been completed. Our rates include an HdL-designed employee identification badge with the city or county logo which meets all State regulatory requirements.

HdL provides an online portal for applicants to submit their application and authorization for background checks and all necessary documentation. Applicants provide their payment directly to HdL through the portal, so there is no cost to the City.

Background Checks	Owner, principal or manager	Employee or line staff
Initial background check	\$300	\$100
Annual renewal	\$100	\$75
Reissue lost or stolen badge	\$10	\$10

Prices valid as of the date of this proposal and subject to change without notice.

Objective 3: Pre-License Site Visits

HdL shall review the premises diagram and conduct a site visit of each cannabis business prior to issuance of a certificate of occupancy. Site visits shall complement the final building inspection by verifying all interior and exterior physical site security requirements have been addressed in accordance with the application and all State and local requirements. Site visits shall examine all entrances and exits, limited access areas, locks and alarm systems, access control procedures, surveillance camera locations, safes and cash management procedures, signage, operational protocols and administrative privileges associated with the license type(s) being sought, and other requirements as necessary. The HdL inspector may be accompanied on the site inspection by the City's building inspector or representatives from the Police Department and Fire Department, if desired by the City.

The cost for this service includes an initial premises diagram review and report, coordination and arrangements with the business and other agencies, site visit, post-inspection report, all travel costs and any follow up. This cost assumes 10-days advance notice for scheduling and travel arrangements. A shorter lead time may incur additional travel charges. The initial premises diagram review may be billed separately from the site visit and report, depending upon the amount of time between these two services.

Objective 4: Compliance Inspections

HdL will conduct two (2) on-site compliance inspections annually, or as otherwise requested by the City, for each permitted cannabis business to determine compliance with State and/or local laws. If HdL identifies any non-compliant activities, we will provide the City with a recommended appropriate action to address the deficiency and to ensure future compliance by the permittee.

The cost for these services includes all of the following:

- Notifying permittee of pending inspection
- On-site inspection to ensure that each business complies with all State and local laws and regulatory protocols for all of the following:
 - Inventory management
 - Cash handling procedures
 - Access control
 - Video surveillance
 - Product safety
 - Alarm system maintenance and safety
 - Lock standards
 - Packaging and labeling
 - Waste management
 - Transportation documentation
 - Surveillance equipment maintenance
 - Occupational badges
 - Business records
 - Other items as necessary to ensure compliance with laws
- Preparation of a draft report detailing the findings of the inspection and providing recommendations for improvement where needed. If the inspection identifies any violations of law or other non-compliance issues, then HdL will prepare a notice to comply as an included part of the report.
- All travel costs associated with the inspection
- All phone, email and other communications involved in preparing for, scheduling and coordinating the inspections and providing the report.

The cost for this service does not include any follow-up re-inspection or review of any supplemental documents provided to address or contest any findings of non-compliance, nor does it include any assistance with the appeal of any enforcement action by the City. Any costs associated with such additional services would be billed at HdL's hourly rate.

Objective 5: Cannabis Revenue Audits

HdL will conduct an annual revenue audit of each cannabis business to verify the accuracy of the revenue reported and remitted to the City during the review period and will recommend a tax assessment should the audit reveal any unreported revenue. As part of the audit process, HdL will conduct a risk-based review of each business using our proprietary Cannabis Analytical Testing System (CATS™). CATS was designed by HdL to address the unique challenges associated with auditing the cannabis industry. CATS allows audit staff to cross-analyze multiple business records to identify reporting variances, discrepancies and outliers to produce the most accurate measure of gross receipts on behalf of the City.

To initiate the process, the City shall provide HdL with a list of all licensed cannabis businesses subject to audit. HdL shall work with the City to determine the appropriate review period for each business and to develop a schedule for conducting all audits. As the time for each audit approaches, HdL will prepare a notification letter informing the licensee of the impending audit and providing a list of all records and documentation the business is required to provide, including remote access to the business's point-of-sale (POS) system where applicable. HdL recommends that the notification letter be sent by the City to communicate HdL's authority to conduct the audit and to encourage cooperation by the business.

The full annual audit shall include:

- Review Point-of-Sale (POS) system structure
- Review inventory system (subject to METRC data)
- Analyze and compare POS data with other available data sources, including:
 - City cannabis tax/fee returns
 - State tax returns
 - Federal tax returns
 - METRC sales and inventory data
 - CDTFA data
 - Bank statements
 - ATM merchant statements
 - Sales receipts
 - Other financial documents as available
- Identify any variances or over/under reporting
- Calculate any taxes or fees due to the City
- Prepare and issue report

Where cannabis cultivation is taxed on a square-footage basis, the audit shall include one annual site inspection to verify compliance with maximum permitted canopy area. Square footage audits may also consider documented findings from inspections by the City, CDFA or other agencies, where available.

A business that holds multiple state cannabis licenses shall be considered a single business for audit purposes, provided that all licenses are held and operated under the same name, ownership, location, and a single tax ID number. Any variation may indicate separate business entities requiring separate audits. Any such determination shall be made on a case-by-case basis in consultation with the City.

HdL will provide a draft audit report to the commercial cannabis business. The business will be given an appropriate opportunity to respond or appeal the report in accordance with the City ordinance. HdL will review any documentation provided by the business to dispute the findings and will adjust the tax/fee assessment as necessary prior to issuing the final report to the City.

The cost for this service assumes a standard 12-month review period. This may be increased up to a maximum of 24 months, in accordance with the statute of limitations for tax audits. This cost also assumes reasonable cooperation from the licensee. Non-cooperation by the licensee may result in additional charges at HdL's hourly rate, or in termination of the audit and potential

enforcement action by the City. Any such action or additional charges would be determined in consultation with the City.

The cost does not include assistance with administrative appeals or enforcement of audit findings, cannabis tax policy questions or guidance, or other services not directly associated with preparing the revenue audit report. Any costs associated with such additional services would be billed at HdL's hourly rate.

Objective 6: Technical Assistance and Subject Matter Expertise

HdL will provide up to 20 hours of general consulting to be utilized on an as-needed basis at the City's request. Such assistance may include technical assistance, subject matter expertise, education, monitoring of changes to State laws and regulations, participation in conference calls, responding to staff inquiries via phone and email, reviewing staff reports to the City Council, assisting with responses to inquiries from the public, or other issues yet to be determined as requested by the City.

III. COST

This proposal does not include any additional services that are not specifically enumerated herein. The proposal assumes HdL will not be asked to review any supplemental information provided by applicants, and that HdL will not be a part of any appeal process. Any such additional services requested by the City shall be billed at HdL's hourly rate.

Prices are valid for 90 days from the date of this proposal to allow time for consideration and negotiating a service agreement². Once under contract, prices shall be honored for the first full year, with successive years subject to an annual increase based upon the Consumer Price Index for the Los Angeles-Long Beach-Anaheim region.

Scope of Service Objectives	Estimated Cost
Objective 1: Application Reviews	\$3,500 per application
Objective 2: Supplemental Background Checks Cost paid directly to HdL by applicant	No charge to City
Objective 3: Pre-License Site Visits Includes travel	\$1,600
Objective 4: Compliance Inspections 2 inspections per year, or as requested by the City	\$1,275 per inspection
Objective 5: Cannabis Revenue Audits	\$6,150 per audit
Objective 6: Technical Assistance and Subject Matter Expertise Assumes 20 hours at \$250/hr	\$5,000
Travel (if and as needed for meeting attendance)	\$600 per day
TOTAL NOT TO EXCEED	TBD
All City costs may be fully recoverable from applicants or permittees	

Conflicts of Interest and Non-Disclosure

HdL Companies works solely with public agencies and has no private-sector clients in the cannabis industry. All cannabis business information will be kept confidential by HdL and will not be shared internally beyond those HdL employees who are required to have access for purposes of conducting the work contemplated herein, or for administrative purposes as

² For purposes of this proposal, HdL is agreeable to the prices stated in our March 8th, 2021 service agreement with the City of Ventura, with the included CPI increase, for an initial term of 1 year from the date of this proposal. After this period, HdL will work with the City to revise the agreement based upon another formal RFP at HdL's revised rates.

necessary.

IV. Optional Services

Note: These optional services are described here only for the City's consideration and are not a part of this proposal. HdL shall not provide or bill for any such additional services without the express, written permission of the City in advance.

Conduct a Fiscal Analysis

Consultant HdL shall conduct a fiscal analysis of the City's cannabis industry cluster to determine what steps the City may take to support future business attraction, retention and success. The analysis would examine the City's taxes, fees and any community benefits generated through development agreements and would compare the overall tax/fee burden in comparison with other nearby jurisdictions as well as statewide norms.

As a part of this analysis, HdL will also look at the natural, social and economic factors that could help attract additional cannabis businesses to the City. The study would also analyze recent and potential future changes to the retail cannabis market on the Monterey coastal plain to develop projections for possible changes to the City's anticipated cannabis revenues.

Each fiscal analysis HdL performs is designed to address the specific questions, concerns or topics requested by the client city or county. Should the City of Seaside request an analysis, HdL would work with the City to develop a scope that meets the City's particular needs. The cost for this study may vary depending upon the requested scope.

This proposal assumes that HdL will provide one initial draft report for staff to review and critique plus one iterative draft that will incorporate any requested revisions prior to providing the final report. Any additional drafts, iterations or documentation that may be requested by the City would be in addition to the costs shown in the table below and shall be billed at HdL's hourly rate. HdL will advise the City in advance if additional requested revisions may result in potential exceedances.

Conduct a Fiscal Analysis

\$10,000

IV. EXPERIENCE AND RESOURCES

Company Profile

Founded in 1983, HdL is a consortium of three companies established to maximize local government revenues by providing audit, compliance, economic development, consulting services and software products. Its audit and consulting services include sales, use and transaction taxes, property taxes, transient occupancy taxes, and a Cannabis Management Program. The firm also provides a variety of enterprise software processing tools for business licensing, code enforcement, animal control, building permits and tracking/billing of false alarms. HdL's systematic and coordinated approach to revenue management and economic data analysis is currently being utilized by over 500 agencies in six states. The firm currently serves 49 counties, 311 cities and 132 transactions tax districts in California.

HdL's key staff has extensive experience serving local government and many have previously held positions in city management, finance, planning, economic development or revenue collection. HdL is a Corporate Partner of the League of California Cities and California State Association of Counties and works extensively with the County Auditor's Association of California, California Society of Municipal Finance Officers (CSMFO) and California Municipal Revenue and Tax Association (CMRTA) on anticipation and planning of programs to strengthen local government revenues.

This close understanding of local government needs coupled with extensive databases and advanced methodology provides for the most relevant, productive and responsive revenue recovery; forecasting; and economic services available.

Our team of professionals has over 52 years of direct experience establishing and implementing cannabis regulatory and taxation programs, including establishing land-use regulations, permit processes, staffing plans, and cost recovery fees; structuring cannabis business tax fees; regulatory compliance; financial audits; and law enforcement training. Our team has conducted over 18,000 cannabis compliance inspections and investigations in California, Colorado and Nevada.

Key Personnel

David McPherson, Compliance Director

David McPherson works with local agencies to prepare them to mitigate regulatory issues surrounding Proposition 64 and SB 94. Prior to joining HdL, David served 28 years in local government for the County of Orange and the cities of Newport Beach, San Jose and Oakland. David's experience as a law enforcement officer, compliance auditor, and tax administrator has provided him a wealth of experience that makes him uniquely qualified to manage HdL's Cannabis Management Program. While working for the City of Oakland, he became the first Tax Administrator in the country to successfully tax, regulate and audit medical marijuana businesses. David has over 10 years of experience working with cannabis regulatory programs.

David is one of the state's most recognized experts in cannabis regulatory policies, compliance implementation and tax policies. His unique knowledge in horticulture, processing and dispensary operations while working for the City of Oakland has made him one of the pioneers in creating a Cannabis Management Program. He uses his experience to assist local and state agencies in developing cannabis policies for regulation, compliance, auditing and economic development. He worked closely with the League of Cities on the development of the Medical Cannabis Regulation and Safety Act (MCRSA) and helped shape SB 94, the Medicinal Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).

David provides technical support on cannabis-related matters to the League of Cities, the Police Chief's Association, Rural County Representatives of California and the California State Association of Counties. In addition, David is working collaboratively with the Department of Consumers Affairs, Department of Food & Agriculture, Department of Health Services and the State Board of Equalization on the implementation of best practices for regulating the cannabis industry for local agencies.

David received his Bachelor's Degree in History from California State University, Fullerton and his Master's Degree in Public Administration from California State University, Long Beach. While at Long Beach, he was named "Future Urban Administrator of the Year".

Matt Eaton, Deputy Compliance Director

Matt Eaton is the Deputy Compliance Director at HdL and plays a critical role in implementing the Cannabis Compliance Program for local agencies. Prior to joining the firm, he was a progressive law enforcement professional with 30 years' experience conducting criminal/regulatory investigations, and corporate/individual background investigations.

While working as a Supervisory Investigator at the Colorado Department of Revenue in the Marijuana Enforcement Division (MED), Matt managed criminal investigators and civilian staff in the Denver Metro and Longmont field offices. During his six-year tenure at the MED, he conducted approximately 10,000 criminal investigations and compliance reviews, including regulatory and financial investigations. He is a subject matter expert on track and trace systems and understands the complexity of reviewing data to ensure businesses are in compliance with state and local regulations. Matt was responsible for planning, developing and implementing report and field inspection protocols for the agency. He also played an instrumental role in recommending changes to current regulations and identifying essential language for new legislation in Colorado. Matt is well known for his ability to maintain working relationships with cannabis industry leaders and external stakeholders in resolving issues.

Matt received his Bachelor of Science Degree from Biola University and maintained Police Officer Service Training (POST) certification for over 30 years in California and Colorado. He has also served as an adjunct instructor teaching law enforcement principle related to criminology, correctional processes, procedural law, interviews, interrogations and criminal evidence at AIMS Community College in Greeley, Colorado.

Ajay Kolluri, Deputy Director of Policy and Audits

Ajay Kolluri is the Deputy Director of Audits and Operations for HdL's Cannabis Division. Ajay is responsible for overseeing the cannabis audit team and the daily operations of the division, which includes special projects such as community outreach, surveys, grant solicitation, revenue analysis, cost recovery fee studies, contracts, budgeting, and marketing. Ajay previously served as Program Manager for the Office of Cannabis Oversight (OCO) at City of Long Beach. Working within the City Manager's Office, Ajay was responsible for the licensing, regulation and enforcement of all commercial cannabis activity in the City, with one of the largest legal cannabis markets in the state. During his tenure with the OCO, Ajay oversaw the issuance over 200 cannabis business licenses, generating over \$10 million in annual revenue for the City. Ajay has experience in all aspects of cannabis oversight, including public health and education, planning and zoning, building inspections, enforcement, social equity, fee development, economic analysis and revenue projections.

Prior to overseeing the OCO, Ajay worked in public finance, serving as Budget Analyst for the Department of Financial Management in the City of Long Beach. Ajay holds a Bachelor's degree in business economics from the University of California, Santa Barbara, and a Master's degree in public policy from the University of Michigan.

Mark Lovelace, Senior Policy Advisor

Mark Lovelace has 16 years of broad experience in public policy, community engagement and advocacy and is recognized as a leader in advancing the statewide discussion of medical and recreational cannabis as a policy issue in California.

Mark served on the Humboldt County Board of Supervisors from 2009 through 2016 where he was instrumental in developing a comprehensive approach to regulating cannabis, including a voter-approved tax on commercial cultivation and an innovative track and trace pilot program. Mark established and co-chaired the Medical Marijuana Working Group for the California State Association of Counties (CSAC) and helped draft CSAC's legislative platform for cannabis issues. Mark pioneered the first regional summit on cannabis issues in 2015 which helped guide the development of SB 643 and AB 243, two components of the Medical Cannabis Regulation and Safety Act (MCRSA).

Mark has worked extensively with public agencies and statewide associations on cannabis issues, including CSAC, Rural County Representatives of California, the Association of California Water Agencies, the North Coast Resource Partnership, California Department of Fish and Wildlife, the State Water Board, the North Coast Regional Water Board, the Bureau of Cannabis Control, State legislators, and others. He has led numerous presentations, workshops and panel discussions on cannabis issues and has been a sought-after speaker on the topic for government agencies, community organizations and industry groups.

Mark received his Bachelor of Science degree in Industrial Design from San Jose State University. Prior to his time on the Board, he worked for many years as a respected advocate on land use, planning, development and environmental issues.

Kami Miller, Senior Compliance Inspector

Kami Miller is a Senior Compliance Inspector at HdL whose primary role is to ensure cannabis compliance and identify the risk assessment in the supply chain process of each permitted business. Prior to joining the firm, she served three years as a Marijuana Compliance Manager for the Department of Public Behavior and Health (DPBH) for the State of Nevada. During this time Kami played a key role in Nevada's implementation of its Medical Marijuana Program in which she was responsible for statewide monitoring of medical marijuana facilities that included cultivation, production, testing labs and retail stores.

During her tenure at the DPBH, Kami managed compliance auditors and support staff in the Las Vegas office. She conducted approximately 1,000 compliance and financial inspections for which she developed the inspection protocols documentation to create comprehensive reports. In addition, her experience with various cannabis track and trace systems allowed her to develop industry supply chain practices for the Department of Taxation.

Kami received her Bachelor of Business Administration in E-Commerce and Supply Chain Management from Tennessee State University.

David Ross, Senior Compliance Inspector

David Ross is a Certified Fraud Examiner with 7 years of experience conducting gaming and non-gaming audits and investigations of tribal gaming facilities. David's experience includes conducting forensic accounting investigations into cash larceny, expense reimbursement fraud, check fraud, credit card fraud, payroll fraud, wire fraud, insider trading, construction fraud in addition to litigation support.

David previously worked as Surveillance Officer and Internal Auditor for the Shingle Springs Tribal Gaming Commission, where he was responsible for analyzing financial statements for a facility with revenues exceeding \$20 million per month. David also analyzed internal controls and established policies and procedures to ensure compliance with federal, state and local regulations. In addition, David conducted surveillance reviews and investigations into criminal activity including check and credit card fraud, skimming, money laundering, drug activity and other violations.

David holds a Bachelor's Degree in Business Administration from Vanguard University in Costa Mesa and a Master's Degree in Finance from California State University San Bernardino. He is a member of the Association of Certified Fraud Examiners.

Michelle Shaw, Compliance Inspector

Michelle is a Cannabis Compliance Inspector at HdL and is tasked with conducting onsite inspections, examinations and other actions to monitor compliance with established standards for local licensed cannabis businesses. Prior to joining HdL, she was a Compliance Specialist Officer at a large, multinational bank where she managed, validated and oversaw the effectiveness and accuracy of numerous compliance issues within the consumer retail space. Throughout her eight years of experience at the bank, she performed

onsite assessments of affiliate businesses to determine compliance/non-compliance of their processes and procedures pursuant to bank standards and state regulations.

A graduate of Cypress College, Michelle holds a Foundations of Banking Risk certificate from the Global Association of Risk Professionals and a paralegal certificate from the Southern California College of Business and Law.

Jeff Burris, Background Investigator / Compliance Inspector

Jeff Burris is a retired Law Enforcement Professional with over 28 years of experience. Jeff began his career with the Orange County Sheriff's Office before moving to the Ontario Police Department, where he advanced to Corporal, Police Detective and Sergeant before retiring as a Lieutenant.

Jeff worked various investigative assignments during his career, including both criminal and non-criminal investigations. While working as a Police Detective Jeff conducted personnel background investigations for sworn, non-sworn, administrative, and confidential employees. These investigations included criminal checks, credit checks, prior employment verification, personal reference verification, driving records, pre-polygraph questioning, neighborhood canvassing, and oral interviews. His assignments also included annual State audits for regulatory compliance.

Jeff received his Bachelor of Science degree in Occupational Management from the California State University in Long Beach. Throughout his career he has completed numerous specialized training courses in investigative techniques, including a course in background investigations by the California Commission on Peace Officer Standards and Training (CA POST), and is a former member of the California Background Investigators Association (CBIA).

Elizabeth Eumurian, Senior Auditor

Elizabeth Eumurian is a Senior Auditor at HdL. Her primary role is to conduct financial audits, evaluate cannabis applications and conduct background checks. As part of the audit program, she will be conducting and preparing analytical information through the CATS™ program to prepare Tax Analytical Remittance Reports (TARR) summaries to evaluate under reporting or anomalies in the remittance of tax payments to local jurisdictions.

Elizabeth previously worked as a senior auditor in the entertainment industry. In this role, she executed testing procedures for targeted audit programs, analyzed findings and prepared audit and compliance reports. She also has experience working for a large financial institution analyzing data for reporting anomalies and performing internal audits. Elizabeth has recently done work for Blythe, California City, Coachella, Cotati, Desert Hot Springs, Long Beach, Mammoth Lakes, Moreno Valley, Perris, San Bernardino, and Vallejo.

Elizabeth earned her Bachelor of Arts degree in History from California State University and holds a certificate in CannaBusiness from Oaksterdam University.

Odette Mikhail, Auditor

Odette Mikhail is an Auditor at HdL. Her primary role is to conduct financial audits. Odette previously worked as a senior auditor at public accounting firms. In this role, she executed testing procedures for audit and review engagements, identified accounting issues, reviewed internal controls, and prepared financial reports and statements. Odette earned her Bachelor of Science degree in Accounting and Business Administration from Ain Shams University in Cairo, Egypt.

Tao Lu, Auditor

Tao Lu works as an Auditor for HdL's Cannabis Management Team. Tao has two and a half years' experience as an accountant with an emphasis in information technology and food manufacturing industries. He also has public audit work experience at RSM China. Tao was born and raised in China. He earned a Bachelor's Degree in Accounting and Finance from Syracuse University in New York before relocating to Southern California with his family.

Valerie Carter, Auditor

Valerie Carter works as an Auditor for HdL's Cannabis Management Team. Valerie has over 5 years of public sector work experience focusing on public policy, auditing and revenue tax implementation. She was a Tax Auditor II for the City of Oakland's Revenue Management Bureau and an Assistant Management Analyst for the City of Berkeley's Transportation division. Valerie earned a Bachelor's Degree in Business Administration from Cal Poly Pomona, with an emphasis on Finance, Real Estate, and Law.

Eric Magana, Auditor

Eric Magana works as an Auditor for HdL's Cannabis Management Team, conducting revenue audits of licensed cannabis businesses to ensure they are accurately reporting their revenues and remitting the proper amount of fees or taxes. Prior to joining HdL, Eric worked as a Loan Specialist for the U.S. Small Business Administration, where he processed over 5,000 business loans and grant applications. Eric holds a Bachelor's Degree in Economics and Administrative Studies from University of California at Riverside.

Teresa Schneider, Background Investigator / Compliance Inspector

Teresa Schneider served for 28 years with the Montclair Police Department, including 12 years in the Background Investigations Unit. In this capacity, Teresa was responsible for conducting background investigations of all City business license applicants, as well as all sworn and non-sworn positions within the police and fire departments and of civilians requesting access to police department records.

Theresa previously served 4 years in the U.S. Army's nursing program at Fort Campbell, Kentucky. During this time she attended college at the University of Kentucky and Austin Peay State University. After receiving an Honorable Discharge in 1990, Teresa was hired by the Montclair Police Department. During her 28-year career, she worked numerous assignments, including patrol, K9, detective bureau, court liaison, volunteer coordinator, and red-light automated enforcement. Teresa received many awards throughout her career, including Officer of the Year.

Cheryl Lee-Steele, Business Application Reviewer

Cheryl Lee-Steele is a Business Application Reviewer at HdL whose primary role is to evaluate cannabis business applications for compliance with State law, local ordinance and industry best practices. A small business owner and bookkeeper for over 30 years, she has direct knowledge of best business practices and how to comply with regulatory requirements.

Cheryl attended Chaffee College for accounting and is a Certified Public Bookkeeper through the National Association of Certified Public Bookkeepers.

Lisa Davis, Business Application Reviewer

Lisa Davis is a Business Application Reviewer at HdL whose primary role is to evaluate cannabis business applications for compliance with State law, local ordinance and industry best practices. A small business owner and operator for 20 years prior to joining the firm, she is familiar with operational best practices, inventory control measures and compliance with government and industry regulations and standards.

Kristi Lervold, Administrative Assistant

Kristi is the Administrative Assistant for cannabis team. In this role she supports individual team members, coordinates internal processes, and assists with client requests, contracts, billing reconciliation and invoicing. Kristi's 18-year career includes ten years as the administrative assistant to HdL's CFO, handling various operational responsibilities and supporting financial functions, as well as experience in the occupational health industry, facilitating services for federal, state, and local government clients.

Kristi holds a Bachelor's of Science degree in Business Management with a minor in Business Administration.

V. REFERENCES

City of Oceanside

Jonathan Borrego
Deputy City Manager
Phone: 760.435.3918
Email: jborrego@oceansideca.org

City of Port Hueneme

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City of Watsonville

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City of Ventura

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City of Goleta

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Finance Director
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Email: lrioux@cityofgoleta.org

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AMENDING THE BUDGET FOR THE CITY OF SEASIDE FOR FISCAL YEAR 2021-2022 AND APPROPRIATING PROPOSED EXPENDITURE AMENDMENTS; AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT NOT TO EXCEED \$75,000.00 WITH HDL COMPANIES TO PROVIDE CANNABIS MANAGEMENT SERVICES

WHEREAS, the City Manager prepared and submitted to the City Council a budget for the City of Seaside for Fiscal Year 2021-2022, and the City Council carefully examined, considered, and adopted the same on June 17, 2021; and

WHEREAS, city staff has prepared and submitted to the City Council a proposed amendment to said budget for Fiscal Year 2021-2022 in the staff report dated December 2, 2021, for the General Fund: Economic Development; and

WHEREAS, the City Council has carefully examined the same and is satisfied with said budget amendments; and

WHEREAS, in November 2016, voters in the State of California approved Proposition 65 – Adult Use of Marijuana Act, which legalized the recreational use of cannabis; and

WHEREAS, the City of Seaside approved SMC 19 Cannabis in 2017 to allow for legal adult and medical cannabis dispensaries; and

WHEREAS, in December 2017, the City of Seaside approved six adult and medical-use cannabis dispensaries; and

WHEREAS, the City of Seaside retains HdL Companies (Consultant) to conduct a Sales Tax Services including database management, quarterly reporting by individual businesses and categories; working with the State on tax allocation reviews, and assisting with budgetary projections; and

WHEREAS, the City of Seaside would like to expand these services, contracting with HdL for their Cannabis Management Services; and

WHEREAS, Consultant is knowledgeable about the City and the economic conditions of the regional cannabis market; and

WHEREAS, staff requested and the Consultant submitted a proposal in the amount of \$75,000.00 to Cannabis Management Services;

WHEREAS, staff has reviewed the proposal and determined the scope of fee are reasonable and that a sole source will achieve significant cost savings than could be available in a new request for proposal; and

WHEREAS, the professional services agreement will be assessed to account 100-7410-1030, which has sufficient funds by this resolution's appropriation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the Acting City Manager to execute the Professional Services Agreement with HdL Companies to Cannabis Management Services in the amount not to exceed \$75,000.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 2nd day of December 2021, by the following vote:

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

APPROVED:

ATTEST:

Ian N. Oglesby, Mayor

Dominique L. Davis, City Clerk

MEMORANDUM



TO: Victor Damiani, Finance Director

FROM: Trevin Barber, Assistant City Manager *TB*

DATE: December 2, 2021

SUBJECT: Cannabis Management Services Sole Source Justification

PURPOSE

Document the justification for sole sourcing the professional services of HdL Companies as it relates to the project Cannabis Management Services.

BACKGROUND

The City of Seaside currently has 12 licensed cannabis businesses, and anticipates 2 more opening in the near future. Most of these businesses have been operating in Seaside for more than a year and have not previously been audited. The City is interested in auditing these businesses to ensure they are reporting and remitting the proper amount of revenue to the City as required by Measure G. The City also desires to have these businesses inspected to ensure they are complying with state law and the conditions of their permits. The City is also interested in having a consultant assist with the review and evaluation of additional cannabis municipal code sections to conform to State law and Department of Cannabis Control guidelines.

To expedite this process and to avoid the complexity of a formal Request for Proposals, the City desires to “piggyback” on an existing RFP for these services. HdL was previously awarded a contract for this suite of services pursuant to an RFP in November of 2020. That contract included an annual adjustment based upon the Consumer Price Index, which would be effective going forward. HdL has increased their rate for cannabis revenue audits since then, based on an analysis of our actual time and cost for providing this service. HdL is agreeable to the price quoted to the City of Ventura, with the CPI increase, for an initial term of 1 year. After this period, HdL will work with the City to revise the agreement based upon another formal RFP at HdL’s revised rates.

Staff is in receipt of a proposal for services from HdL with an estimated cost of \$75,000, varying with the number of cannabis businesses engaged. The cost of services is lower than anticipated because it does not reflect the previous two years' increases in cost of living adjustments. HdL is willing to pass these savings on to the City, updating the costs in any future years, should services be retained longer than one year. Most costs for discovery, audit, conducting compliance checks, or collections will be recovered from the proceeds of the additional services or fees for service. Retaining HdL Companies to provide Cannabis Management Services will achieve significant cost savings versus a new formal RFP.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.L.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ernesto Altamirano, Communications & Community Engagement Specialist

DATE: December 2, 2021

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING DECEMBER 10, 2021
AS HUMAN RIGHTS DAY**

RECOMMENDATION

Approve a proclamation declaring December 10, 2021 as Human Rights Day.

BACKGROUND

The Universal Declaration of Human Rights was adopted by the General Assembly of the United Nations on December 10, 1948, as a common standard of achievement for all nations and all peoples, and the anniversary of its adoption is now celebrated each year by free peoples throughout the world.

FISCAL IMPACT

None

ATTACHMENTS

1. Human Rights Day 2021
-

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting City Manager

City of Seaside PROCLAMATION



Human Rights Day 2021

Commemorative Observance

WHEREAS, the Universal Declaration of Human Rights was adopted by the General Assembly of the United Nations on December 10, 1948, as a common standard of achievement for all nations and all peoples, and the anniversary of its adoption is now celebrated each year by free peoples throughout the world; and

WHEREAS, the fundamental rights and freedoms which are our heritage as Americans—freedom of speech and of the press, freedom of assembly and association, freedom of conscience and religious worship, the right to fair trial and equal treatment under law—are recognized by peoples throughout the world as foundations of liberty and justice; and

WHEREAS, the new resources which have come into being as the result of the scientific and technical advances of our time give new hope for the fulfillment of human needs and greater enjoyment of human rights;

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim December 10, 2021 as Human Rights Day.

Ian N. Oglesby, Mayor
December 02, 2021



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: David Little, Building Official

DATE: December 2, 2021

SUBJECT: SECOND READING OF AN ORDINANCE REPEALING AND AMENDING TITLE 8, CHAPTER 8.28, SECTION 8.28.110 (RECYCLABLES AND ORGANICS DIVERSION REQUIREMENTS) OF THE SEASIDE MUNICIPAL CODE TO MANDATORY ORGANIC WASTE DISPOSAL REDUCTION (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION

Second reading of the draft ordinance in compliance with SB 1383 regarding organic waste collection, edible food recovery, inspection and enforcement.

BACKGROUND

Landfills represent the third largest source of methane emissions in California. When buried in landfills, organic waste, which includes paper products as well as food scraps, emits methane, a contributor to climate change. Organics make up 50% of what Californians send to landfills. It is believed that a reduction of organic waste in landfills will directly impact climate change.

In September 2016, Governor Jerry Brown signed the Short-Lived Climate Pollutants (SLCP) Organic Waste Methane Emissions Reductions bill, SB 1383, into law. The law established statewide methane emissions reduction targets to reduce emissions of short-lived climate pollutants. The State is targeting a 50 percent reduction by 2020, and a 75 percent reduction by 2025, of California's methane emissions generated by the disposal of organic materials, including green (yard) waste, wood waste, food waste, and waste from fibers such as paper and cardboard. This is the most significant waste reduction mandate to be adopted in California in over 30 years, as it requires local jurisdictions to implement organic waste collection and edible food recovery programs, as well as develop enforcement mechanisms to ensure that businesses and residents

comply with the law.

All California cities must establish a local ordinance requiring food recovery organizations and services to report specific data to the jurisdiction, as well as, an inspection and enforcement protocol for edible food generators, recovery organizations, and recovery services. It is important to note that while the State has mandated these programs, it has not allocated any funds to local jurisdictions for compliance. The State has suggested that each jurisdiction apply collection rate adjustments on their residential and commercial service accounts to recoup costs associated with SB 1383 requirements. Additional costs associated with inspections and enforcement are currently unknown and may require a future cost of service study.

Key elements of this ordinance:

1. Complies with SB1383 requirements.
2. Primarily based on the CalRecycle Model Ordinance.
3. Prescriptive regulations provide minimal flexibility.
4. Authorizes inspections and enforcement.
5. Repeals existing Recycling and Organics Diversion Ordinance.

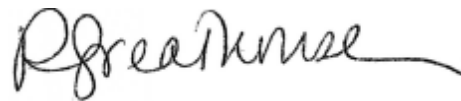
FISCAL IMPACT

None at this time.

ATTACHMENTS

1. Draft Solid Waste Ordinance

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**REPEALING AND AMENDING TITLE 8, CHAPTER 8.28 SECTION 8.28.110
(RECYCLABLES AND ORGANICS DIVERSION REQUIREMENTS) OF THE SEASIDE
MUNICIPAL CODE TO MANDATORY ORGANIC WASTE DISPOSAL REDUCTION**

WHEREAS, in September 2016, the State set methane emission reduction targets for California in [Senate Bill 1383](#), intended as a statewide effort to reduce emissions of short-lived climate pollutants (like organic waste) in various sectors of California's economy; and

WHEREAS, SB 1383 establishes statewide targets to reduce the amount of organic waste disposed of in landfills (50% reduction by 2020 and 75% by 2025). It also sets a goal to rescue at least 20% of currently disposed edible food by 2025 and redirect that food to people in need; and

WHEREAS, From 2016-2020, the California Department of Resources, Recycling and Recovery (CalRecycle) worked to develop regulations to achieve the goals of SB 1383. These new regulations were finalized by CalRecycle in November 2020 and take effect in January 2022; and

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

Title 8, Chapter 8.28 Section 8.28.110 of the Seaside Municipal Code is repealed and is hereby amended to read as follows:

Section 8.28.110

MANDATORY ORGANIC WASTE DISPOSAL REDUCTION

- Section 1 Purpose and Findings.**
- Section 2 Title.**
- Section 3 Definitions.**
- Section 4 Requirements for Single-Family Premises.**
- Section 5 Requirements for Multi-Family Residential Dwellings.**
- Section 6 Requirements for Commercial Businesses.**
- Section 7 Reserved.**
- Section 8 Requirements for Commercial Edible Food Generators.**
- Section 9 Requirements for Haulers and Facility Operators.**

Section 10 Self-Hauler Requirements.

Section 11 Compliance with CALGreen Recycling Requirements.

Section 12 Model Water Efficient Landscaping Ordinance Requirements.

Section 13 Inspections and Investigations by City.

Section 14 Enforcement.

SECTION 1.

The City of Seaside finds and declares:

- A. State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.
- B. State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires the City to implement a Mandatory Commercial Recycling program.
- C. State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires the City to implement a recycling program to divert

Organic Waste from businesses subject to the law, and requires the City to implement a Mandatory Commercial Organics Recycling program.

- D. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including the City, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.
- E. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the City to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This Ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.
- F. Requirements in this Ordinance are consistent with other adopted goals and policies of the City.

SECTION 2. Title. Title 8 Chapter 8.28 Section 8.28.110 of the Seaside Municipal Code shall be entitled "Mandatory Organic Disposal Waste Reduction".

Section 3. Definitions

- (a) "Alternative Daily Cover (ADC)" has the same meaning as in Section 20690 of Title 27 of the California Code of Regulations.
- (b) "Alternative Intermediate Cover (AIC)" has the same meaning as in Section 20700 of Title 27 of the California Code of Regulations.
- (c) "Bulky Item" means discarded appliances (including refrigerators), furniture, tires, carpets, mattresses, Yard Trimmings and/or wood waste, and similar large items which can be handled by two (2) people, weigh no more than two hundred (200) pounds, and require special collection due to their size or nature, but can be collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky Items must be generated by the customer and at the service address wherein the Bulky Items are collected. Bulky Items do not include abandoned automobiles, large auto parts, trees, construction and demolition debris, or items herein defined as Excluded Waste.

- (d) "CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others).
- (e) "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).
- (f) "City" means the City of Seaside, a municipal corporation acting through its City Council, and all the territory lying within the municipal boundaries of the City.
- (g) "City Enforcement Official" means the city manager, chief operating officer, executive director, or other executive in charge or their authorized person(s) who is/are partially or whole responsible for enforcing the ordinance.
- (h) "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial facility.
- (i) "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in this Section 3 or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- (j) "Compliance Review" means a review of records by a City to determine compliance with this ordinance.
- (k) "Community Composting" means any activity that Composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
- (l) "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.
- (m) "Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compost-ability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

- (n) "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).
- (o) "C&D" means construction and demolition debris.
- (p) "Designated Waste" means non-Hazardous Waste which may pose special Disposal problems because of its potential to contaminate the environment, and which may be Disposed of only in Class II Disposal sites or Class III Disposal sites pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste by the State, in California Code of Regulations Title 23, Section 2522 as may be amended from time to time.
- (q) "Designee" means an entity that the City contracts with or otherwise arranges to carry out any of the City's responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.
- (r) "Discarded Materials" means Recyclable Materials, Organic Materials, and Solid Waste placed by a Generator in a collection container and/or at a location for the purposes of collection excluding Excluded Waste.
- (s) "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
- (t) "Enforcement Action" means an action of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
- (u) "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City/County/District and its Generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City/County/District, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City/County/District, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and

amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City's collection programs and the Generator or customer has properly placed the materials for collection pursuant to instructions provided by City or its Designee for collection services.

- (v) "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
- (w) "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.
- (x) "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- (y) "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
 - (1) A food bank as defined in Section 113783 of the Health and Safety Code;
 - (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
 - (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

- (z) "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for

the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

- (aa) "Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
- (bb) "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
- (cc) "Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.
- (dd) "Food Waste" means Food Scraps, Food-Soiled Paper, and Compostable Plastics.
- (ee) "Food Waste Self-Hauler" means a Self-Hauler who generates and hauls, utilizing their own employees and equipment, an average of one cubic yard or more per week, or 6,500 pounds or more per quarter of their own Food Waste to a location or facility that is not owned and operated by that Self-Hauler. Food Waste Self-Haulers are a subset of Self-Haulers.
- (ff) "Generator" means a person or entity that is responsible for the initial creation of one or more types of Discarded Materials.
- (gg) "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
- (hh) "Hauler Route" means the designated itinerary or sequence of stops for each segment of the City's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).
- (ii) "Hazardous Substance" means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Wastes", "toxic waste", "pollutant", or "toxic substances", or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery

Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and, (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other Applicable Law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.

- (jj) "Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as solar panels from residential premises, and Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.
- (kk) "Infectious Waste" means (a) equipment, instruments, utensils and other fomites of a disposable nature from the rooms of patients who are suspected to have or have been diagnosed as having a communicable disease and must, therefore, be isolated as required by public health agencies; (b) laboratory wastes, including pathological specimens (i.e., all tissues, specimens of blood elements, excreta and secretions obtained from patients or laboratory animals) and disposable fomites (any substance that may harbor or transmit pathogenic organisms) attendant thereto; and/or (c) surgical operating room pathologic specimens - including recognizable anatomical parts, human tissue, anatomical human remains and disposable materials from hospitals, clinics, outpatient areas and emergency rooms, as defined in 14 CCR Section 17225.36.
- (ll) "Inspection" means a site visit where a City/County/District reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Recyclable Materials, Organic Waste, Solid Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
- (mm) "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

- (nn) "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
- (oo) "Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential Premises with five (5) or more dwelling units. Multi-Family Premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- (pp) "MWELO" refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.
- (qq) "Non-Local Entity" means the following entities that are not subject to the City's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):
- (1) Federal facilities, including military installations, located within the boundaries of the City, including U.S. Army Presidio of Monterey and Bureau of Land Management.
 - (2) Facilities operated by the State park system located within the boundaries of the City, including Seaside State Beach.
 - (3) Public universities located within the boundaries of the City, including California State University Monterey Bay.
- (rr) "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- (ss) "Organic Materials" means Yard Trimmings, Food Scraps, and Food-Soiled Papers that are set aside, handled, packaged, or offered for collection in a manner different from Solid Waste for the purpose of processing.
- (tt) "Organic Materials Container" shall be used for the purpose of storage and collection of Source Separated Organic Materials.
- (uu) "Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
- (vv) "Owner" means the Person(s) holding legal title to real property and/or any improvements thereon and shall include the Person(s) listed on the latest equalized assessment roll of the County Assessor.

- (ww) "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- (xx) "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).
- (yy) "Premises" means and includes any land, building and/or structure, or portion thereof, in the City where Discarded Materials are produced, generated, or accumulated. All structures on the same legal parcel, which are owned by the same person shall be considered as one Premises.
- (zz) "Prohibited Container Contaminants" means the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable Source Separated Recyclable Materials for the City/County/District's Recyclable Materials Container; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable Source Separated Organic Materials for the City/County/District's Organic Materials Container; (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organic Materials to be placed in City's Organic Materials Container and/or Recyclable Materials Container; and, (iv) Excluded Waste placed in any container.
- (aaa) "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).
- (bbb) "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- (ccc) "Recyclable Materials" means Discarded Materials set aside, handled, packaged, or offered for collection in a manner different from Solid Waste for the purpose of recycling. No Discarded Materials shall be considered Recyclable Materials unless such material is separated from Organic Materials, and Solid Waste. Recyclable Materials shall include, but not be limited to newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, colored paper legal pad backings, shoe boxes, cereal, and other similar food boxes), chipboard, corrugated Cardboard, glass containers of any color (including brown, clear, and green glass bottles and jars), aluminum (including beverage containers and small pieces of scrap metal), , steel, tin, or bi-metal cans, rigid plastics with a neck, and, those materials added by the Service Provider from time to time.

- (ddd) "Recyclable Materials Container" shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.
- (eee) "Regional Agency" means regional agency as defined in Public Resources Code Section 40181.
- (fff) "Regional or County Agency Enforcement Official" means a regional or county agency enforcement official, designated by the City with responsibility for enforcing the ordinance in conjunction or consultation with City Enforcement Official.
- (ggg) "Remote Monitoring" means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Recyclable Materials Containers, Organic Materials Containers, and Solid Waste Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.
- (hhh) "Renewable Gas" means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).
- (iii) "Residential" shall mean of, from, or pertaining to a Single-Family Premises or Multi-Family Premises including Single-Family homes, apartments, condominiums, Townhouse complexes, mobile home parks, and cooperative apartments.
- (jjj) "Responsible Party" means the owner, property manager, tenant, lessee, occupant, or other designee that subscribes to and pays for Recyclable Materials, Organic Materials, and/or Solid Waste collection services for a Premises in the City or, if there is no such subscriber, the owner or property manager of a Single-Family Premises, Multi-Family Premises, or Commercial Premises. In instances of dispute or uncertainty regarding who is the Responsible Party for a Premises, Responsible Party shall mean the owner of a Single-Family Premises, Multi-Family Premises, or Commercial Premises.
- (kkk) "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-Premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- (III) "Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
- (mmm) "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of

Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

- (nnn) "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- (ooo) "Self-Haul" means to act as a Self-Hauler.
- (ppp) "Self-Hauler" means a person, who hauls Solid Waste, Organic Waste or Recyclable Material they have generated to another person. Self-hauler also includes a landscaper, or a person who back-hauls waste. Back-haul means generating and transporting Recyclable Materials or Organic Waste to a destination owned and operated by the Generator or Responsible Party using the Generator's or Responsible Party's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).
- (qqq) "Single-Family" means of, from, or pertaining to any residential Premises with fewer than five (5) units.
- (rrr) "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:
- (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.
 - (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
 - (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.
 - (4) Recyclable Materials, Organic Waste, and Construction and Demolition Debris when such materials are Source Separated.

- (sss) "Solid Waste Container" shall be used for the purpose of storage and collection of Solid Waste.
- (ttt) "Source Separated" or "Source-Separated (materials)" means materials, including commingled Recyclable Materials and Organic Materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the Generator, Responsible Party, or Responsible Party's employee, into different containers for the purpose of collection such that Source-Separated materials are separated from Solid Waste for the purposes of collection and processing.
- (uuu) "Source Separated Organic Materials" means Organic Materials that are Source Separated and placed in an Organic Materials Container.
- (vvv) "Source Separated Recyclable Materials" means Recyclable Materials that are Source Separated and placed in a Recyclable Materials Container.
- (www) "State" means the State of California.
- (xxx) "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).
- (yyy) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:
- (1) Supermarket.
 - (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
 - (3) Food Service Provider.
 - (4) Food Distributor.
 - (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

(zzz) "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

(aaaa) "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

(bbbb) "Yard Waste" or "Yard Trimmings" means types of Organic Waste resulting from normal yard and landscaping installation, maintenance, or removal.

Section 4. Requirements for Single-Family Premises

(a) Single-Family Organic Waste Generators shall comply with the following requirements except Single-Family generators that meet the Self-Hauler requirements in Section 11 of this chapter:

- (1) Shall subscribe to and pay for City's three-container collection services for weekly collection of Recyclable Materials, Organic Materials, and Solid Waste generated by the Single-Family Premises and comply with requirements of those services as described below in Section 4(a)(2). City/County/District shall have the right to review the number and size of a Generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Parties for Single-Family Premises shall adjust their service level for their collection services as requested by the City. The City's Organic Waste collection services for all Organic Waste generated as described below in Subsection (b). The City shall have the

right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and Single-Family generators shall adjust their service level for their collection services as requested by the City. Generators may additionally manage their Organic Waste.

- (2) Participate in the City's three-, container collection service(s) in the manner described below.
 - (A) Place and/or direct its Generators to place Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.
 - (B) Not place and/or direct its Generators to not place Prohibited Container Contaminants in collection containers and not place materials designated for the Organic Materials Containers or Recyclable Materials Containers in the Solid Waste Containers.
- (b) Nothing in this Section prohibits a Responsible Party or Generator of a Single-Family Premises from preventing or reducing Discarded Materials generation, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

Section 5. Requirements for Multi-Family Residential Dwellings

- (a) Responsible Parties of Multi-Family Premises shall provide or arrange for Recyclable Materials, Organic Materials, and Solid Waste collection services consistent with this ordinance and for employees, contractors, and tenants subject to exceptions for Multi-Family Premises in Low-Population Areas specified in Section 5(c) of this ordinance.
- (b) Except for Responsible Parties of Multi-Family Premises that meet the Self-Hauler requirements in Section 11 of this ordinance and Responsible Parties of Multi-Family Premises in Low-Population Areas that meet requirements in Section 5(c) of this ordinance, Responsible Parties of Multi-Family Premises shall:
 - (1) Subscribe to and pay for City's three-container collection services and comply with requirements of those services for all Recyclable Materials, Organic Materials, and Solid Waste generated at the Multi-Family Premises as further described below in this Section 5. City/County/District shall have the right to review the number and size of the Multi-Family Premises' collection containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Party of a Multi-Family Premises shall adjust their

service level for their collection services as requested by the City/County/District or its Designee.

- (2) Participate in the City's three-container collection service(s) for at least weekly collection of Recyclable Materials, Organic Materials, and Solid Waste in the manner described below.
 - (A) Place and/or direct its Generators to place Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.
 - (B) Not place and/or direct its Generators to not place Prohibited Container Contaminants in collection containers and to not place materials designated for the Organic Materials Containers or Recyclable Materials Containers in the Solid Waste Containers.
 - (3) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with City/County/District's Recyclable Materials Container, Organic Materials Container, and Solid Waste Container collection service or, if Self-Hauling, consistent with the Multi-Family Premises' approach to complying with Self-Hauler requirements in Section 11 of this ordinance.
 - (4) Annually provide information to employees, contractors, tenants, and customers about Recyclable Materials and Organic Waste Recovery requirements and about proper sorting of Recyclable Materials, Organic Materials, and Solid Waste.
 - (5) Provide education information before or within fourteen (14) days of occupation of the Premises to new tenants that describes requirements to Source Separate Recyclable Materials and Organic Materials and to keep Source Separated Organic Materials and Source Separated Recyclable Materials separate from each other and from Solid Waste (when applicable) and the location of containers and the rules governing their use at each property.
 - (6) Provide or arrange access for City/County/District or its Designee to their properties during all Inspections conducted in accordance with this ordinance to confirm compliance with the requirements of this ordinance.
- (c) Responsible Parties of Multi-Family Premises in Low-Population Areas shall comply with the following requirements:

Section 6. Requirements for Commercial Businesses

- (a) Responsible Parties of Commercial Businesses shall provide or arrange for Recyclable Materials, Organic Materials, and Solid Waste collection services consistent with this

ordinance and for employees, contractors, tenants, and customers subject to exceptions for Commercial Premises in Low-Population Areas specified in Section 6(c) of this ordinance.

- (b) Except Responsible Parties of Commercial Businesses that meet the Self-Hauler requirements in Section 11 of this ordinance and Responsible Parties of Commercial Premises in Low-Population Areas that meet requirements in Section 6(c) of this ordinance, Responsible Parties of Commercial Premises shall:
 - (1) Subscribe to and pay for City's three-container collection services and comply with requirements of those services for all Recyclable Materials, Organic Materials, and Solid Waste generated at the Commercial Premises as further described below in this Section 6. City/County/District shall have the right to review the number and size of a Commercial Premises' containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Party of the Commercial Business shall adjust their service level for their collection services as requested by the City/County/District or its Designee.
 - (2) Participate in the City's three-container collection service(s) for at least weekly collection of Recyclable Materials, Organic Materials, and Solid Waste in the manner described below.
 - (A) Place and/or direct its Generators to place Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.
 - (B) Not place and/or direct its Generators to not place Prohibited Container Contaminants in collection containers and to not place materials designated for the Organic Materials Containers or Recyclable Materials Containers in the Solid Waste Containers.
 - (3) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Section 6(b)(4) below) for employees, contractors, tenants, and customers, consistent with City's Recyclable Materials Container, Organic Materials Container, and Solid Waste Container collection service or, if Self-Hauling, consistent with the Commercial Premises' approach to complying with Self-Hauler requirements in Section 11 of this ordinance.
 - (4) Provide containers for the collection of Source Separated Recyclable Materials and Source Separated Organic Materials in all indoor and outdoor areas where Solid Waste containers are provided for customers, for materials generated by

that Commercial Business. Such containers shall be visible and easily accessible. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the Responsible Party of the Commercial Business does not have to provide that particular container in all areas where Solid Waste containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the Responsible Party of the Commercial Business shall have either:

- (A) A body and lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. The Responsible Party of the Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
 - (B) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (5) To the extent practical through education, training, Inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the City's Recyclable Materials Container, Organic Materials Container, and Solid Waste collection service or, if Self-Hauling, per the instructions of the Commercial Business's Responsible Party to support its compliance with Self-Hauler requirements in Section 11 of this ordinance.
 - (6) Periodically inspect Recyclable Materials Containers, Organic Materials Containers, and Solid Waste Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
 - (7) Annually provide information to employees, contractors, tenants, and customers about Recyclable Materials and Organic Waste Recovery requirements and about proper sorting of Recyclable Materials, Organic Materials, and Solid Waste.

- (8) Provide education information before or within fourteen (14) days of occupation of the Premises to new tenants that describes requirements to Source Separate Recyclable Materials and Organic Materials and to keep Source Separated Organic Materials and Source Separated Recyclable Materials separate from each other and from other Solid Waste and the location of containers and the rules governing their use at each property.
- (9) Provide or arrange access for the City or its Designee to their properties during all Inspections conducted in accordance with this ordinance to confirm compliance with the requirements of this ordinance.
 - (c) If the Responsible Party of a Commercial Business wants to Self-Haul, meet the Self-Hauler requirements in Section 11 of this ordinance.
 - (d) Nothing in this Section prohibits a Responsible Party or a Generator of a Commercial Business from preventing or reducing Discarded Materials generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
 - (e) Responsible Parties of Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 8 of this ordinance.

Section 7. Reserved

Section 8. Requirements for Commercial Edible Food Generators

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- (c) Commercial Edible Food Generators shall comply with the following requirements:
 - (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - (2) Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for

Food Recovery; or (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

- (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
- (4) Allow the City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
- (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (iii) The established frequency that food will be collected or self-hauled.
 - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
 - (d) Nothing in this chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

Section 9. Requirements for Haulers and Facility Operators.

- (a) Requirements for Haulers

- (1) Exclusive franchise hauler, non-exclusive franchised haulers, or permitted haulers providing residential, Commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:
 - (A) Through written notice to the City annually on or before February 1st, identify the facilities to which they will transport Organic Waste, including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.
 - (B) Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
 - (C) Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting Construction and Demolition (C&D) in a manner that complies with 14 CCR Section 18989.1.
 - (2) Exclusive franchise hauler, non-exclusive franchised haulers, or permitted haulers authorization to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license, or other agreement entered into with the City.
- (b) Requirements for Facility Operators and Community Composting Operations
- (1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.
 - (2) Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

Section 10. Self-Hauler Requirements.

Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated onsite from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

- (c) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- (d) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
 - (1) Delivery receipts and weight tickets from the entity accepting the waste.
 - (2) The amount of material in cubic yards or tons transported by the generator to each entity.
 - (3) If the material is transported to an entity that does not have scales onsite or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- (e) A residential Organic Waste Generator that self-hauls Organic Waste is not required to record or report information in Subsection (d) above.

Section 11. Compliance with CALGreen Recycling Requirements

- (a) Persons applying for a permit from the City for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.
- (b) For projects covered by CALGreen or more stringent requirements of the City, the applicants must, as a condition of the City's permit approval, comply with the following:

- (1) Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Recyclable Materials Container and Organic Materials Container materials, consistent with the three collection program offered by the City/County, or comply with provision of adequate space for recycling for Multi-Family Premises and Commercial Premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
- (2) New Commercial or Multi-Family construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Recyclable Materials Container and Organic Materials Container materials, consistent with the three - container collection program offered by the City, or shall comply with provision of adequate space for recycling for Multi-Family Premises and Commercial Premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
- (3) Comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with City's municipal code, and all written and published City policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

Section 12. Model Water Efficient Landscaping Ordinance Requirements.

- (a) Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO, including sections related to use of Compost and mulch as delineated in this Section 12.
- (b) The following Compost and mulch use requirements that are part of the MWELO are now also included as requirements of this ordinance. Other requirements of the MWELO are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.

- (c) Property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in Section 13(a) above shall:
- (1) Comply with Sections 492.6 (a)(3)(B)(C), (D) and (G) of the MWELo, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
 - (A) For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
 - (B) For landscape installations, a minimum three- (3) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - (C) Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.
 - (2) The MWELo compliance items listed in this Section are not an inclusive list of MWELo requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in shall consult the full MWELo for all requirements.
- (d) If, after the adoption of this ordinance, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWWELo September 15, 2015 requirements in a manner that requires City/County to incorporate the requirements of an updated MWELo in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

Section 13. Inspections and Investigations by the City.

- (a) City representatives and/or its designated entity, including Designees, are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow the City to enter the interior of a private residential property for Inspection.
- (b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment; or (iii) access to records for any Inspection or investigation is a violation of this chapter and may result in penalties described.
- (c) Any records obtained by the City during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- (d) City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this chapter, subject to applicable laws.
- (e) City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

Section 14. Enforcement.

- (a) Violation of any provision of this chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City Enforcement Official or representative. Enforcement Actions under this chapter are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines in Chapter 2.56 are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this chapter and any rule or regulation adopted pursuant to this chapter, except as otherwise indicated in this chapter.

- (b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. The City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.
- (c) Responsible Entity for Enforcement. Enforcement pursuant to this chapter may be undertaken by the City Enforcement Official, which may be the City Manager or their designated entity, legal counsel, or combination thereof.
- (d) Process for Enforcement
 - (1) City Enforcement Officials and/or their Designee will monitor compliance with this chapter randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program (that may include Remote Monitoring). Section 13 establishes the City's right to conduct Inspections and investigations.
 - (2) The City may issue an official notification to notify regulated entities of its obligations under this chapter.
 - (3) With the exception of violations of generator contamination of container contents, the City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
 - (4) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the City shall commence an action to impose penalties, via an administrative citation and fine, pursuant to Chapter 2.56, Administrative Citations and Penalties.

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or, if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information.

(e) Penalty Amounts for Types of Violations

The penalty levels shall be as set forth in Section 2.56.040, subject to any minimum or maximum penalty amounts imposed by the SB 1383 Regulations.

(f) Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

- (1) The nature, circumstances, and severity of the violation(s).

- (2) The violator's ability to pay.
- (3) The willfulness of the violator's misconduct.
- (4) Whether the violator took measures to avoid or mitigate violations of this chapter.
- (5) Evidence of any economic benefit resulting from the violation(s).
- (6) The deterrent effect of the penalty on the violator.
- (7) Whether the violation(s) were due to conditions outside the control of the violator.

(g) Compliance Deadline Extension Considerations

The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this Section 2.56.010 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God, such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(h) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation pursuant to Chapter 1.10.

(i) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, the City will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if the City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(j) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self- Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 8.34.100, as needed.

SECTION 3. ENVIRONMENTAL REVIEW

This Ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines (the Guidelines), and the environmental regulations of the City. The City Council hereby finds that under Section 15061(b)(3) of the State CEQA Guidelines, this Ordinance is exempt from the requirements of CEQA because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment. It also finds the Ordinance is exempt from the requirements of CEQA pursuant to CEQA Guidelines Sections 15307 and 15308 as an action by a regulatory agency taken to protect the environment and natural resources.

SECTION 4. SEVERABILITY

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

The City Council hereby declares that it would have passed this Ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

SECTION 5. EFFECTIVE DATE

This Ordinance shall be in full force and effect 30 days after its final passage and adopted but no sooner than January 1, 2022.

INTRODUCED AND PASSED TO PRINT at a regular meeting of the City Council of the City of Seaside, State of California, on the 18th day of November 2021.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the ____ day _____ 2021, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Haroon Noori, Administrative Analyst II

DATE: December 2, 2021

**SUBJECT: ADOPT A RESOLUTION APPROVING THE AMENDED SEASIDE
CITIZEN PARTICIPATION PLAN (CPP) FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

RECOMMENDATION

- 1) Adopt a resolution to approve the amended Citizen Participation Plan (CPP) for the Community Development Block Grant (CDBG) Program; and
- 2) Direct staff to submit the amended CPP to the U.S. Department of Housing and Urban Development (HUD).

BACKGROUND

The City of Seaside (City) is a recipient of Federal entitlement grant funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grants (CDBG). As a recipient of these funds, the City is required (pursuant to Federal Regulation Code 24 CFR 91.105 - **Attachment B**) to adopt and follow a detailed Citizen Participation Plan (CPP) that sets forth policies and procedures for citizen participation.

The City's current CPP was adopted in 1978 (**Attachment C**) and updated in January 2012 (**Attachment D**). The 2012 CPP update involved the restructuring of the Community Development Advisory Committee (CDAC) from 15 members to 5 members and 5 alternates. The 2012 CPP update also established a revised CDAC membership and selection criteria, and roles and responsibilities.

DISCUSSION

Since the 2012 CPP update, the HUD regulation 24 CFR § 91.105 pertaining to citizen participation has been updated four times (76 FR 75967, Dec. 5, 2011; 80 FR 42360,

July 16, 2015; 81 FR 91011, Dec. 16, 2016; 85 FR 47906, Aug. 7, 2020). These new updates require the City to amend its CPP to comply with the provisions of 24 CFR § 91.105.

Consistent with HUD's updated regulations and using the HUD CPP compliance checklist (**Attachment E**), staff reviewed the current CPP and proposed substantial amendments to the City's current CPP. The draft amended CPP was presented to the Seaside City Council on October 21, 2021, where the City Council directed staff to release the amended CPP for public comment for a period of 30 days and to return the amended CPP for a second public hearing following the completion of the 30-day public comment period.

The draft proposed CPP (**Attachment F**) builds upon the City's current CPP, satisfies HUD requirements, and offers a streamlined content structure that is easy to reference by staff, citizens, CDAC, and the City Council. Moreover, the draft proposed CPP provides additional clarity on minimum HUD requirements for notice, public comment periods, and the number of public hearings the City must hold for considering, developing, implementing, and evaluating new CDBG programs or amending existing CDBG programs.

PUBLIC NOTICE AND CITIZEN PARTICIPATION

A notice regarding the availability of the draft Citizen Participation Plan and the December 2nd City Council public hearing was published on October 28, 2021, in the Monterey County Weekly. The Plan was made available for public review and comment from October 28 to November 29, 2021. City staff also conducted outreach via the City's website, email, and social media to ensure broader outreach.

City staff will submit the approved CPP to HUD along with a summary of all comments received during the review period and during the public hearing, responses from the City, and proof of compliance with the minimum 30-day public review and comment period requirement. A summary of any comments or views not accepted and the reasons therefore will also be supplied to HUD.

FISCAL IMPACT

The City receives approximately \$350,000 annually in CDBG funding. A portion of the funding is set aside for administering the grant. Administrative functions include costs associated with updating the Citizen Participation Plan and carrying out the requirements therein, including noticing. The CDBG program requires no funding from the General Fund in order to meet the administrative requirements of the grant.

ATTACHMENTS

1. Attachment A - Amended CPP Resolution
 2. Attachment B - 24 CFR § 91.105 - Citizen participation plan
 3. Attachment C - 1978 CPP
 4. Attachment D - 2012 CPP
 5. Attachment E - HUD CPP Compliance Checklist
 6. Attachment F - Draft Proposed CPP
-

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 AMENED CITIZEN PARTICIPATION PLAN FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, pursuant to Federal Regulation Code 24 CFR 91.105, the City of Seaside is required to adopt a citizen participation plan that sets forth the City's policies and procedures for citizen participation; and

WHEREAS, the City's current CPP was adopted in 1978 and updated in January 2012. The 2012 CPP update involved the restructuring of the Community Development Advisory Committee (CDAC) from 15 members to 5 members and 5 alternates. The 2012 CPP update also established a revised CDAC membership and selection criteria, and roles and responsibilities; and

WHEREAS, since the 2012 CPP update, the U.S. Department of Housing and Urban Development (HUD) regulation 24 CFR § 91.105 pertaining to citizen participation has been updated four times (76 FR 75967, Dec. 5, 2011; 80 FR 42360, July 16, 2015; 81 FR 91011, Dec. 16, 2016; 85 FR 47906, Aug. 7, 2020). These new updates require the City to amend its CPP to comply with the provisions of 24 CFR § 91.105.; and

WHEREAS, consistent with the updated HUD regulations and using a comprehensive HUD CPP compliance checklist, staff reviewed the current CPP and drafted substantial amendments to the CPP; and

WHEREAS, on October 21, 2021, the City Council of the City of Seaside received the amended CPP at a public hearing and directed staff to release the amended CPP for public review and comment, and return it to the City Council following the completion of the 30-day public comment period; and

WHEREAS, on October 25, 2021, the City posted the amended CPP on the CDBG Program webpage and circulated a notice of public review and public hearing in the Monterey County Weekly. The City also conducted outreach via the City's website, email, and social media; and

WHEREAS, the amended CPP was made available for public review and comment on the City's website and at various public locations between October 28, 2012 and November 29, 2021; and

WHEREAS, on December 2, 2021, the City held a public hearing to consider adoption of the amended CPP.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Seaside that the amended CPP for the CDBG Program, marked "Exhibit A" and made a part hereof, is hereby approved, and that the City Manager is hereby authorized to submit the amended CPP to HUD as a standalone document.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

LII > Electronic Code of Federal Regulations (e-CFR) > Title 24 - Housing and Urban Development
> Subtitle A - Office of the Secretary, Department of Housing and Urban Development
> PART 91 - CONSOLIDATED SUBMISSIONS FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS
> Subpart B - Citizen Participation and Consultation
> **§ 91.105 Citizen participation plan; local governments.**

24 CFR § 91.105 - Citizen participation plan; local governments.

CFR Table of Popular Names

§ 91.105 Citizen participation plan; local governments.

(a) *Applicability and adoption of the citizen participation plan.*

(1) The jurisdiction is required to adopt a citizen participation plan that sets forth the jurisdiction's policies and procedures for citizen participation. (Where a jurisdiction, before August 17, 2015, adopted a citizen participation plan it, will need to amend the citizen participation plan to comply with provisions of this section.)

(2) *Encouragement of citizen participation.*

(i) The citizen participation plan must provide for and encourage citizens to participate in the development of the consolidated plan, any substantial amendment to the consolidated plan, and the performance report. These requirements are designed especially to encourage participation by low- and moderate-income persons, particularly those persons living in areas designated by the jurisdiction as a revitalization area or in a slum and blighted area and in areas where CDBG funds are proposed to be used, and by residents of predominantly low- and moderate-income neighborhoods, as defined by the jurisdiction. A jurisdiction must take appropriate actions to encourage the participation of all its citizens, including minorities and non-English speaking persons, as provided in paragraph (a)(4) of this section, as well as persons with disabilities.

(ii) The jurisdiction shall encourage the participation of local and regional institutions, Continuums of Care, and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations) in the process of developing and implementing the consolidated plan.

(iii) The jurisdiction shall encourage, in conjunction with consultation with public housing agencies, the participation of residents of public and assisted housing developments (including any resident advisory boards, resident councils, and resident management corporations) in the process of developing and implementing the consolidated plan, along with other low-income

residents of targeted revitalization areas in which the developments are located. The jurisdiction shall make an effort to provide information to the PHA about affirmatively furthering fair housing strategy, and consolidated plan activities related to its developments and surrounding communities so that the PHA can make this information available at the annual public hearing(s) required for the PHA Plan.

(iv) The jurisdiction should explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods, and the review of program performance; e.g., use of focus groups and the Internet.

(3) *Citizen comment on the citizen participation plan and amendments.* The jurisdiction must provide citizens with a reasonable opportunity to comment on the original citizen participation plan and on substantial amendments to the citizen participation plan, and must make the citizen participation plan public. The citizen participation plan must be in a format accessible to persons with disabilities, upon request.

(4) The citizen participation plan shall describe the jurisdiction's procedures for assessing its language needs and identify any need for translation of notices and other vital documents. At a minimum, the citizen participation plan shall require that the jurisdiction take reasonable steps to provide language assistance to ensure meaningful access to participation by non-English-speaking residents of the community.

(b) *Development of the consolidated plan.* The citizen participation plan must include the following minimum requirements for the development of the consolidated plan:

(1)

(i) The citizen participation plan must require that at or as soon as feasible after the start of the public participation process the jurisdiction will make the HUD-provided data and any other supplemental information the jurisdiction plans to incorporate into its consolidated plan available to its residents, public agencies, and other interested parties. The jurisdiction may make the HUD-provided data available to the public by cross-referencing to the data on HUD's website.

(ii) The citizen participation plan must require that, before the jurisdiction adopts a consolidated plan, the jurisdiction will make available to residents, public agencies, and other interested parties information that includes the amount of assistance the jurisdiction expects to receive (including grant funds and program income) and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income. The citizen participation plan also must set forth the jurisdiction's plans to minimize displacement of persons and to assist any persons displaced, specifying the types and levels of assistance the jurisdiction will make available (or require others to make available) to persons displaced, even if the jurisdiction expects no displacement to occur.

(iii) The citizen participation plan must state when and how the jurisdiction will make this information available.

(2) The citizen participation plan must require the jurisdiction to publish the proposed consolidated plan in a manner that affords its residents, public agencies, and other interested parties a reasonable opportunity to examine its content and to submit comments. The citizen participation plan must set forth how the jurisdiction will publish the proposed consolidated plan

and give reasonable opportunity to examine each document's content. The requirement for publishing may be met by publishing a summary of each document in one or more newspapers of general circulation, and by making copies of each document available on the internet, on the jurisdiction's official government website, and as well at libraries, government offices, and public places. The summary must describe the content and purpose of the consolidated plan and must include a list of the locations where copies of the entire proposed document may be examined. In addition, the jurisdiction must provide a reasonable number of free copies of the plan to residents and groups that request it.

(3) The citizen participation plan must provide for at least one public hearing during the development of the consolidated plan. See paragraph (e) of this section for public hearing requirements, generally.

(4) The citizen participation plan must provide a period, not less than 30 calendar days, to receive comments from residents of the community on the consolidated plan.

(5) The citizen participation plan shall require the jurisdiction to consider any comments or views of residents of the community received in writing, or orally at the public hearings, in preparing the final consolidated plan. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons why, shall be attached to the final consolidated plan.

(c) Consolidated plan amendments.

(1) The citizen participation plan must specify the criteria the jurisdiction will use for determining what changes in the jurisdiction's planned or actual activities constitute a substantial amendment to the consolidated plan. (See § 91.505.) The citizen participation plan must include, among the criteria for a substantial amendment, changes in the use of CDBG funds from one eligible activity to another.

(2) The citizen participation plan must provide community residents with reasonable notice and an opportunity to comment on substantial amendments to the consolidated plan. The citizen participation plan must state how reasonable notice and an opportunity to comment will be given. The citizen participation plan must provide a period, of not less than 30 calendar days, to receive comments on the consolidated plan substantial amendment before the consolidated plan substantial amendment is implemented is submitted to HUD for review.

(3) The citizen participation plan shall require the jurisdiction to consider any comments or views of residents of the community received in writing, or orally at public hearings, if any, in preparing the substantial amendment of the consolidated plan. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons why, shall be attached to the substantial amendment of the consolidated plan.

(d) Performance reports.

(1) The citizen participation plan must provide citizens with reasonable notice and an opportunity to comment on performance reports. The citizen participation plan must state how reasonable notice and an opportunity to comment will be given. The citizen participation plan must provide a period, not less than 15 days, to receive comments on the performance report that is to be submitted to HUD before its submission.

(2) The citizen participation plan shall require the jurisdiction to consider any comments or views of citizens received in writing, or orally at public hearings in preparing the performance report. A summary of these comments or views shall be attached to the performance report.

(e) **Public hearings** - (1)(i). *Consolidated plan.* The citizen participation plan must provide for at least two public hearings per year to obtain residents' views and to respond to proposals and questions, to be conducted at a minimum of two different stages of the program year. Together, the hearings must address housing and community development needs, development of proposed activities, proposed strategies and actions for affirmatively furthering fair housing, and a review of program performance.

(ii) **Minimum number of hearings.** To obtain the views of residents of the community on housing and community development needs, including priority nonhousing community development needs and affirmatively furthering fair housing, the citizen participation plan must provide that at least one of these hearings is held before the proposed consolidated plan is published for comment.

(2) The citizen participation plan must state how and when adequate advance notice will be given to citizens of each hearing, with sufficient information published about the subject of the hearing to permit informed comment. (Publishing small print notices in the newspaper a few days before the hearing does not constitute adequate notice. Although HUD is not specifying the length of notice required, it would consider two weeks adequate.)

(3) The citizen participation plan must provide that hearings be held at times and locations convenient to potential and actual beneficiaries, and with accommodation for persons with disabilities. The citizen participation plan must specify how it will meet these requirements.

(4) The citizen participation plan must identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

(f) **Meetings.** The citizen participation plan must provide residents of the community with reasonable and timely access to local meetings, consistent with accessibility and reasonable accommodation requirements, in accordance with section 504 of the Rehabilitation Act of 1973 and the regulations at 24 CFR part 8; and the Americans with Disabilities Act and the regulations at 28 CFR parts 35 and 36, as applicable.

(g) **Availability to the public.** The citizen participation plan must provide that the consolidated plan as adopted, consolidated plan substantial amendments, and the performance report will be available to the public, including the availability of materials in a form accessible to persons with disabilities, upon request. The citizen participation plan must state how these documents will be available to the public.

(h) **Access to records.** The citizen participation plan must require the jurisdiction to provide residents of the community, public agencies, and other interested parties with reasonable and timely access to information and records relating to the jurisdiction's consolidated plan and use of assistance under the programs covered by this part during the preceding 5 years.

(i) **Technical assistance.** The citizen participation plan must provide for technical assistance to groups representative of persons of low- and moderate-income that request such assistance in developing proposals for funding assistance under any of the programs covered by the

consolidated plan, with the level and type of assistance determined by the jurisdiction. The assistance need not include the provision of funds to the groups.

(j) *Complaints.* The citizen participation plan shall describe the jurisdiction's appropriate and practicable procedures to handle complaints from its residents related to the consolidated plan, amendments, revisions, and the performance report. At a minimum, the citizen participation plan shall require that the jurisdiction must provide a timely, substantive written response to every written resident complaint, within an established period of time (within 15 working days, where practicable, if the jurisdiction is a CDBG grant recipient).

(k) *Use of citizen participation plan.* The jurisdiction must follow its citizen participation plan.

(l) *Jurisdiction responsibility.* The requirements for citizen participation do not restrict the responsibility or authority of the jurisdiction for the development and execution of its consolidated plan or AFH.

(Approved by the Office of Management and Budget under control number 2506-0117)

[60 FR 1896, Jan. 5, 1995; 60 FR 10427, Feb. 24, 1995, as amended at 71 FR 6962, Feb. 9, 2006; 76 FR 75967, Dec. 5, 2011; 80 FR 42360, July 16, 2015; 81 FR 91011, Dec. 16, 2016; 85 FR 47906, Aug. 7, 2020]

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RESOLUTION NO. 78- 51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE ADOPTING THE CITIZEN PARTICIPATION PLAN AND DECLARING VACANCIES THEREON

WHEREAS, pursuant to the Federal Register dated March 1, 1978 (Part IV), the City of Seaside is required to prepare a Written Citizen Participation Plan; and

WHEREAS, said Plan shall go into effect no later than August 1, 1978; and

WHEREAS, the City of Seaside and the existing Community Development Advisory Committee conducted three widely-advertised public workshops on June 20, 1978, June 27, 1978, and July 10, 1978, to solicit input, recommendations and comment on the development of said Plan; and

WHEREAS, at the July 10, 1978, public workshop, a consensus of persons present was to recommend to the City Council the attached draft Citizen Participation Plan including Addendum; and

WHEREAS, the existing Community Development Advisory Committee has been in existence since October, 1974, and involved in the preparation of the attached draft; and

WHEREAS, said Committee has been involved in the community development decision-making process since its inception, providing invaluable assistance to the City Council on community development issues; and

WHEREAS, in order to solicit further input, the City Council held a public hearing on July 20, 1978, on the draft Written Citizen Participation Plan and Addendum.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside that:

- (1) Having considered recommendations of the existing Community Development Advisory Committee, public input at workshops, and input received at the public hearing on July 20, 1978, the City Council of the City of Seaside hereby adopts the attached Citizen Participation Plan including Addendum.
- (2) Staff is hereby directed to prepare the required notices declaring the 15 new Committee positions and alternates as called for in the Citizen Participation Plan adopted herein, as vacant, and to solicit applications to fill the vacancies City-wide.
- (3) The existing Community Development Advisory Committee is hereby dissolved and replaced by the Committee as set forth in this Citizen Participation Plan.
- (4) Finally, that staff be directed to prepare letters of appreciation to all Members of the existing Community Development Advisory Committee.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of July, 1978, by the following vote:

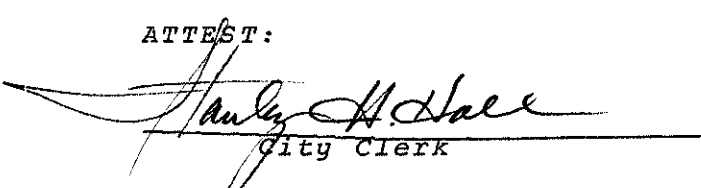
AYES: Councilmen Bowser, Haddad, Houser, Olea, and Mayor Ross

NOES: None

ABSENT: None

ATTEST:


Mayor


City Clerk

FINAL REPORT

CITIZEN PARTICIPATION PLAN

Prepared for the
CITY OF SEASIDE, CALIFORNIA

28 July 1978



DUNCAN & JONES
Urban & Environmental Planning Consultants

22 ✓

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I. INTRODUCTION

All cities applying for and receiving Community Development Block Grant (CDBG) funds are required by the U.S. Department of Housing and Urban Development (HUD) to document in writing the process of citizen participation they intend to follow. A written Citizen Participation Plan must go into effect no later than August 1, 1978.

The Plan sets forth the procedures that the City of Seaside will follow in order to continue to provide citizens with the opportunity to take part, in an advisory role, in the planning, implementation, and evaluation of the City's CDBG program. These procedures are designed to comply with the HUD requirements spelled out in the Federal Register of March 1, 1978, included as Appendix A of this report.

The content and character of a Citizen Participation Plan for the City of Seaside has been the subject of three public meetings and workshops as follows:

- June 20, 1978 Open public meeting held in the Public Library. Consultant and staff describe program requirements and current status of the Community Development Advisory Committee (CDAC). Initial Draft report on the Citizen Participation Plan distributed.
- June 27, 1978 Open public meeting held in the City Council Chambers. Consultant and staff receive public comments on the Initial Draft report.
- July 10, 1978 Open public meeting held in the City Council Chambers. Consultant and staff receive public comments on the Revised Draft report (distributed on July 6).

An Addendum to the Revised Draft report was prepared reflecting the comments and recommendations of the persons attending the workshop of July 10, together with comments from the staff of HUD, city staff and the consultants. The Revised Draft together with the Addendum constituting the proposed Citizen Participation Plan was submitted to the City Council, and the staff memorandum transmitting these materials is included as Appendix B of this report. The City Council held a Public Hearing on July 20, and officially adopted the Plan as submitted on that day. The City Council Resolution adopting the Citizen Participation Plan is included in this document as Appendix C. This document incorporates in full the text of the Citizen Participation Plan as adopted by the City Council for implementation in the Community Development and Housing program funded by HUD.

II. COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

SCOPE OF PARTICIPATION

The Community Development Advisory Committee (CDAC), a citywide advisory committee, has been in existence in Seaside since the first CDBG program year started in April of 1975. The role of the CDAC is to provide a focal point and a forum for citizens of Seaside to become familiar with community development and housing needs, priorities and programs in the City. Through the CDAC, citizens have the opportunity to advise the City Council on how well the current programs and projects are meeting Seaside's needs and to assist in the selection of further projects that reflect high priority needs in their neighborhoods.

The CDAC advises the City Council on the following:

- the Citizen Participation Plan;
- the Three-Year Community Development and Housing (CD/H) Plan;
- the City's performance on CDBG funded projects;
- annual applications for CDBG funds;
- the Housing Assistance Plan (HAP);
- subsequent amendments to any of the above; and
- use of contingencies/unspecified option funds.

MEMBERSHIP AND CRITERIA

The CDAC is a working committee of fifteen people composed of the following:

- 5 members appointed by individual City Council members;
- 2 members representing business and financial leadership of Seaside;
- 6 members representing each of the six neighborhoods (1970 Census Tracts); and
- 2 members representing community leadership at large.

Fifteen alternate members will be appointed at the same time and in the same manner as the fifteen members of the CDAC. Each alternate will participate fully and vote on decisions that arise in those meetings that the corresponding CDAC member is unable to attend.

The CDAC will be reorganized with the intent of encouraging participation of lower income persons, elderly or handicapped persons and persons of ethnic background in the planning process for housing and community development programs.

Criteria for membership on the CDAC are primarily an active role in community and/or business leadership and an interest in participating in CDAC activities. Residence in Seaside is required. Every effort will be made to reflect the demographic characteristics of the City and to balance the 15 member committee by obtaining participation of at least ten members of lower income,^{a/} eight members of ethnic minority background (five black, three others), eight women, one elderly member (over 65 years of age), one handicapped, and one youth.^{b/}

SELECTION METHOD

Each of the City Council members will select one CDAC member and one alternate. The two CDAC members and two alternates who represent Seaside's business and financial leadership will be appointed by City Council from a list of nominations supplied by the Chamber of Commerce, local banks and savings and loan associations, local men's and women's service clubs, and any persons interested in self nomination. The neighborhood representatives, six members and six alternates, and the community leaders at large, two members and two alternates, will be appointed by the City Council from a list of nominations from residents and community organizations. Individuals who are interested in participating are encouraged to nominate themselves.

a/ Lower income limits as defined in accordance with HUD definitions.

b/ As a point of reference used in determining the composition of the CDAC, the population of the City in 1976 reflected the following distribution:

Lower income	58.0% of total
Minorities	50.4%
Female	51.5%
Male	48.5%
60 and over	8.7%
65 and over	5.0%
Handicapped	3.3%

Appointments will be made on the basis of the criteria for membership and, in the case of neighborhood representatives, according to the neighborhood of residence. Overall, not more than four CDAC members may be appointed from any single census tract. The six neighborhoods, coinciding with the 1970 U.S. Census tracts are illustrated in Figure 1.

TERM OF OFFICE AND VACANCIES

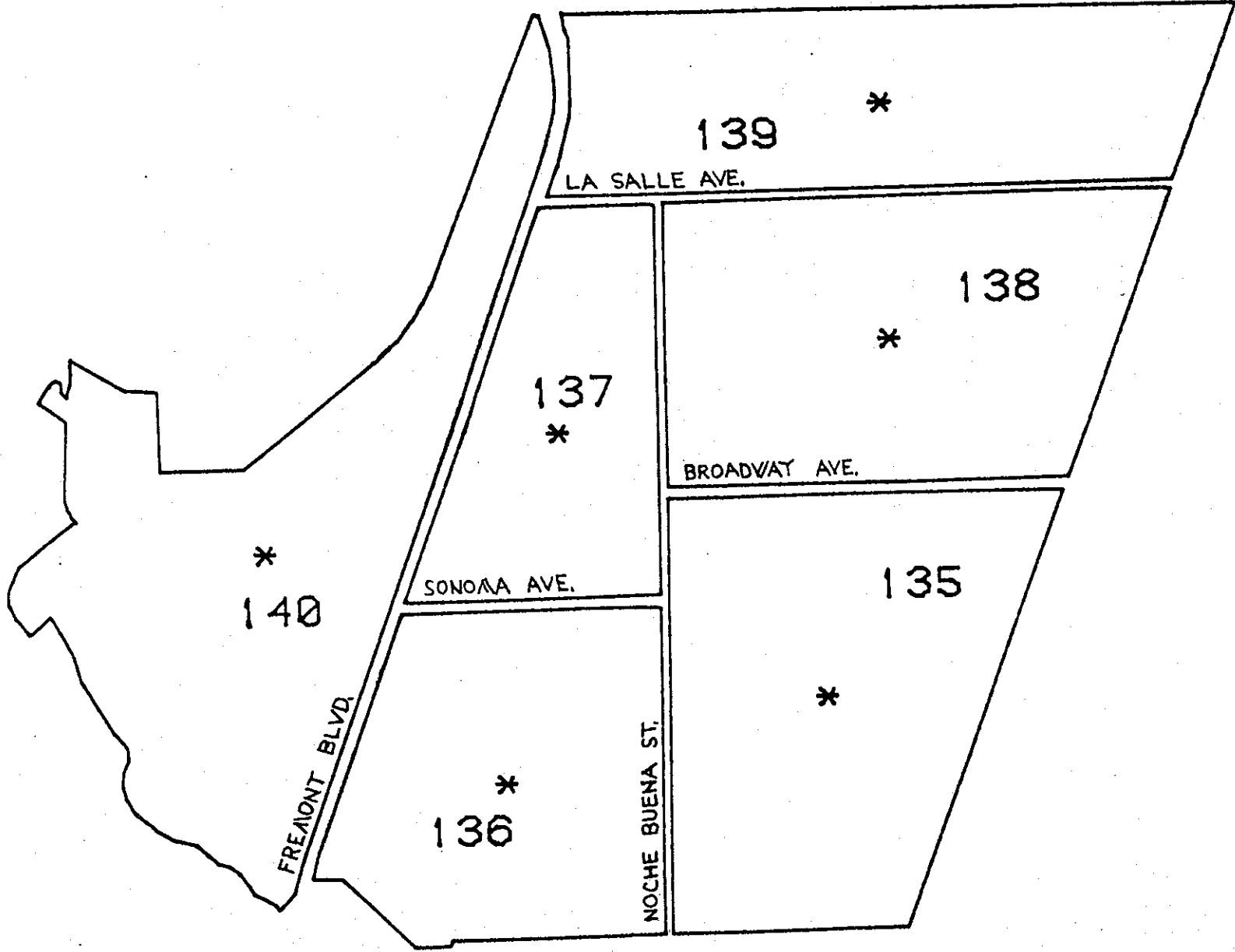
Appointments will be made at the first City Council meeting in June of each year to fill any positions (full or alternate member) the terms of which have expired. In the first year of the reorganized CDAC, the 15 appointed members will draw lots for one-, two-, and three-year terms. In subsequent years, the terms of five members will expire and five new or reappointed members along with their five alternates will be appointed for three-year terms. The five members and five alternates selected directly by individual City Council members provide an exception to the general term of office. The term of office of persons selected directly by Council members will end at the same time as the term of the appointing Council member, if that date comes earlier than the CDAC member's term (as determined by lot) would otherwise expire. At that time, the new or reelected Council member will have the opportunity to select a new candidate for CDAC membership, and a new alternate.

If, at any point in his or her term, a committee member becomes inactive to the extent of incurring three consecutive unexcused absences from CDAC meetings, or fails to attend at least two-thirds of the meetings over a 12-month period, his or her position will be considered vacant. Vacancies will be filled by the appointment of the alternate committee member for the duration of the unexpired term. If this person is unavailable, the new appointment will be made in the same manner as the original position was filled. The requirements for attendance do not apply to the alternates, who will, however, receive the minutes and agenda of all CDAC meetings.

MEETING TIMES AND PLACES

All meetings of the CDAC will be open to the public, will be held at regular times and at places conducive to public attendance, including neighborhood locations if possible, and will be conducted according to Robert's Rules of Order. At one of the first meetings of the newly appointed CDAC, the Committee will select two officers - a chairperson, vice-chairperson, and a recorder.

FIGURE 1:
SEASIDE 1970 CENSUS TRACTS



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III. THE CITIZEN PARTICIPATION PROCESS

MEETING CYCLE

The Citizen Participation Plan is designed to provide processes through which citizens can take part in planning, implementing and evaluating the CDBG program in Seaside. Three rounds of meetings are scheduled throughout the year in order to provide continuous and ample opportunities for citizens to get involved in the process. The CDAC will hold regularly scheduled and well publicized open meetings and workshops at places conducive to public attendance, including neighborhood locations if possible, and the City Council will hold a number of public hearings.

Starting in late summer, the meeting focus will be on community development needs and priorities and on evaluating the extent to which current CDBG projects are meeting these needs. At a CDAC workshop in August, the City staff will present information on housing, community development, and economic development needs in the City as well as on assessment of performance of ongoing projects. In September, the City Council will hold a public hearing on the same subjects.

The second round of meetings in September, October, and November provides citizens with the opportunity to submit their views and proposals for new projects and to assist in the selection of projects for CDBG funding. Community-based non-profit groups may be funded to carry out certain neighborhood revitalization and economic development activities. Such groups will be invited to submit proposals to the CDAC for funding consideration. The CDAC will hold a workshop in September to provide assistance to groups wishing to present proposals. In October citizens have the opportunity to assist the CDAC in evaluating all of the projects submitted by the City and by community groups and participating in the process of recommending to the City Council those which appear to deserve the highest priority ratings for the next CDBG program year. In October and November, the CDAC and the City Council will hold public meetings on the proposed Annual Application.

The third round of meetings in January through March will focus on implementation of projects and assessment of performance. At a workshop in January, the CDAC will consider reports from City staff on the status, implementation policies and criteria, and performance of each project. At this workshop and subsequent meetings, citizens will have the opportunity to become familiar with and comment on the ways in which projects are actually carried out.

Any time during the program year the CDAC may hold one or more workshops to formulate recommendations to the City Council regarding new project activities using contingencies/unspecified option funds or any proposed amendments to the Annual Program.

OUTREACH AND TECHNICAL ASSISTANCE

All CDAC meetings and Council hearings will be advertised in local papers, through posting in public places, and through direct invitation. A mailing list of interested citizens and organizations will be compiled and maintained by City staff and periodic mailings will be made to persons on the list concerning the chronology of public meetings during the year, availability of documents, and specific meeting times and places. Continuing efforts will be made to expand the mailing list to include more neighborhood people, especially those who are representative of segments of the population with unmet needs that might be addressed through the use of the CDBG program.

A repository of public documents will be maintained in the Planning Department in the City Hall and the City Library for examination by interested citizens during normal working hours. Persons using the repository will be invited to add their names to the mailing list in order to receive continuous information about the program. The following documents will be included in the repository:

- the Citizen Participation Plan (one free copy will be made available on request);
- the Three-Year Community Development and Housing (CD/H) Plan;
- Annual Performance reports;
- Annual Applications for CDBG funds;
- the Housing Assistance Plan;
- subsequent amendments to any of the above;
- current mailing list; and
- Records of CDAC meetings.

City staff will be available at all CDAC meetings and City Council hearings to provide relevant background information through written reports and presentations, and to answer technical questions about the program. Community groups who wish to propose projects for funding may request technical assistance through the Community Development Director.

Citizens may object formally to approval of the City's Application by submitting their comments directly to HUD. Grounds for objection at this level are: inconsistency with known facts or with needs identified by the City or with federal regulations or laws. Complaints may also be addressed directly to the City with response to written complaints required within 15 working days.

CHRONOLOGY OF EVENTS IN THE CDBG PROGRAM YEAR

July	<u>CDAC</u> formation meetings.
Mid August	<u>Staff</u> prepares: a summary of current and completed projects funded by CDBG; summary of housing and community development needs assessment; amount of CDBG funds available for the next program year, and list of eligible activities.
Late August	<u>CDAC</u> public workshop on: assessment of performance of CDBG funded projects; housing and community development needs and priorities; and application process as outlined in the Citizen Participation Plan.
Early September	<u>City Council</u> Public Hearing on: community development and housing needs and priorities; performance of CDBG funded projects; Three-Year Community Development and Housing (CD/H) Plan; ^{a/} and Action to approve/adopt Three-Year CD/H Plan. ^{a/}
Mid September	<u>CDAC</u> public workshop for community organizations on presentation of proposals for funding in the next CDBG program year.
Early October	Proposals for funding due from <u>City departments</u> and <u>community groups</u> .
Mid October	<u>CDAC</u> identifies projects which have priority for next CDBG program year. <u>Staff</u> prepares draft of the Annual Application and submits it to CDAC members.
End October	<u>CDAC</u> public workshop on the proposed Application. <u>CDAC</u> prepares recommendations on the Application for City Council.

^{a/} Prior to 5th and 8th program years (i.e., in August 1978 and 1981 respectively).

Staff submits: recommended Application to City Council after consultation with CDAC; and

Newspaper Notice of Public Hearing.

Mid
November

City notifies regional and state clearinghouses of its intent to file for Federal assistance.

City Council Public Hearing on the proposed Application;
Action on Annual Application;

Staff prepares Annual Performance Report for the period from October 1 through September 30, including citizens comments, the City's response to comments, and action taken; and

Staff prepares final Annual Application and Environmental Impact Report.

December 1

Submit Annual Application/EIR for A-95 review.

Early
December

City submits: Annual Performance Report to HUD, A-95 clearinghouse, and public; and

Notice of availability of Report.

Mid January

CDAC public workshop on assessment of performance.

Submit Application to HUD; and

Issue public notice that Application has been submitted.

March 31

HUD approval of Application.

April 1

CDBG Program year begins.

Mid April

CDAC public workshop on assessment of performance.

APPLICATION AND AMENDMENT PROCESS

This process, if necessary and/or appropriate may be undertaken at any time during the program year.

April

Staff prepares report for CDAC on the amount of money available for reprogramming and the amendment process.

Early May

CDAC workshop on current programs and the amendment process.

Mid May

Staff prepares draft amendment for CDAC.

Late May

CDAC public workshop on proposed amendment; and

CDAC prepares recommendations for City Council.

Early June City Council Public Hearing on Amendment Application; and
 Council action on Amendment.
 Council makes new appointments to CDAC.

Mid June Staff submits Application/EIR for A-95 review.
 Staff submits Amended Application to HUD

SUMMARY CHRONOLOGY OF CDBG PROGRAM YEAR

City of Seaside, California

Month	Inputs, Actions		
	CDAC	City Council	Other
June	New terms begin	New appointments to CDAC	
July	Formation meeting		
August	Workshop- needs, priorities, and assessment of project performance		
September	Workshop- presentation of proposals	Public Hearing- performance, needs, priorities	
October	Workshop- Identify priority projects for annual funding Workshop - draft Application		Proposals for funding due in early Oct.
November	Regular meeting	Public Hearing- proposed Application Approves Application and authorizes its filing with HUD	City notifies clearinghouses of intent to file for Fed. Assist.

Month	Inputs, Action		
	CDAC	City Council	Other
December	Regular meeting		Annual Application with Envir. Impact due for A-95 review Performance report, A-95 due to HUD
January	Workshop- Assessment of performance		Application due to HUD - mid January
February	Regular meeting		
March	Regular meeting		HUD approval of application - March 31
April	Workshop- Assessment of performance	Council authorization to execute CDBG contract with HUD	CDBG program year begins - April 1
May	Workshop- reprogram unused funds, if any		
June	New term begins Regular meeting	New appointments to CDAC	

SUMMARY OF CITIZEN PARTICIPATION PLAN

Mandated Element

Open Process of citizen participation

Substantial representation

Continuity of involvement

Adequate and timely information

Application development

Program Implementation

Performance assessment

Submission of views and proposals

Response to complaints

Technical assistance

Public hearings on:

Performance

Application

Program amendments

Implementation

CDAC
City Council

CDAC criteria for membership

CDAC staggered terms

CDAC
City staff reports
Public repository

CDAC
City Council

CDAC
City staff reports

CDAC
City Council

CDAC
City - within 15 working days

CDAC
City staff

City Council - September
City Council - November

CDAC
City Council

**CITY OF SEASIDE
STAFF REPORT**

TO: Honorable Mayor and City Council

FROM: Ray Corpuz, City Manager

BY: Diana Ingersoll, Deputy City Manager, Resource Management Services
Lisa Brinton, Redevelopment Project Manager
Kelly Ann Morrow, Administrative Analyst

DATE: January 19, 2012

SUBJECT: UPDATE OF SEASIDE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM CITIZEN PARTICIPATION PLAN

PURPOSE

The purpose of this item is for the City Council to consider adoption of an updated Citizen Participation Plan for the City's Community Development Block Grant (CDBG) Program.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution approving the 2011 Seaside Citizen Participation Plan (SCPP).

BACKGROUND

The U.S. Department of Housing and Urban Development requires that each entity receiving Community Development Block Grant (CDBG) funds implement a Citizen Participation Plan in accordance with The Housing and Community Development Act of 1974, as amended. HUD has a strong belief that citizen participation is more than legality, "it is the heart of the community development process".

One of the Seaside City Council's Three-Year Goals (2011-2014) is to "Enhance engagement with the Public." The City of Seaside currently encourages and supports citizen participation through quarterly newsletters, neighborhood meetings, boards and commissions and public hearings. The Seaside Citizen Participation Plan (SCPP) describes how the City will involve citizens in the planning, implementation and assessment of the use of its federally funded CDBG Program. The 2011 Seaside Citizen Participation Plan (SCPP) was developed by the City's Resource Management Services staff under the guidance and requirements of 24 CFR Part 91.105 and complying with Section 104(a)(3) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(A)(3)). The 2011 SCPP is an update of the 1978 SCPP, as amended. For the past 20 plus years the City has operated under a Citizen Participation Plan originated in 1978, and amended through the years. The 2011 Seaside Citizen Participation Plan is designed

to update and consolidate the past Citizen Participation Plans and create a Plan which more accurately addresses the current needs of the community. The streamlining of multiple documents provides decision makers, staff and citizens with a single source document to guide citizen participation in the City's CDBG program.

KEY ELEMENTS OF UPDATE

The primary update to the SCPP is the re-establishment and the modification of the Community Development Advisory Committee (CDAC). The SCPP describes the composition of the CDAC committee, how members are selected and approved, provides a brief job description for the position of Chairman and Vice Chairman, and outlines how the public can provide input throughout the CDBG program implementation process.

The original SCPP called for a fifteen (15) member Community Development Advisory Committee, a city with our population generally has a smaller committee. It is staff's recommendation that the CDAC be comprised of five (5) members and five (5) alternates. With the changing economy and the increased reduction in federal dollars as well as program income, a smaller committee is a better fit with our community needs. The reorganization of the CDAC continues to allow enhanced citizen participation. It will allow citizens who live and work within the City to have an "advisory" role in the Community Development Block Grant Program. The City Council still maintains full responsibility and authority for the CDBG program and the annual approval of the CDAC membership.

The CDAC will be comprised of five (5) members and five (5) alternates approved by the Seaside City Council who broadly represent the diversity of the community. Members and alternates shall reside in the City of Seaside and have an active role in their community. The committee is to include residents of low- and moderate-income areas. The diversity of the CDAC is to reflect the diversity of the City; therefore the following criteria will be taken into consideration during the selection process.

- committee members shall be from different ethnic communities
- the committee shall consist of at least one senior citizen or handicapped person
- the committee shall consist of at least three members that reside in the low income neighborhoods
- at least one member shall be a representative from the business and/or financial leadership in Seaside
- one member shall represent the City at large

Resource Management staff will advertise CDAC membership positions. All applications will be reviewed by a five (5) person committee comprised of staff and community representatives. Committee membership recommendations will then be submitted to City Council for approval.

If approved by the City Council, the 2011 Citizen Participation Plan will be submitted to the U.S. Department of Housing and Urban Development and will be included in the City's current 2010-2015 Consolidated Plan. The 2011 SCPP will be implemented commencing with the next CDBG funding cycle (2013-2014).

FISCAL IMPACT

There is no fiscal impact associated with the adoption of this resolution.

ATTACHMENTS

1. Resolution adopting the 2011 Seaside Citizen Participation Plan
2. Citizen Participation in the Community Development Block Grant Program – A Guidebook
3. Federal Register CFR 570.303

Reviewed for Submission to the
City Council by:



Ray Corpuz, City Manager

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING
THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
2011 SEASIDE CITIZEN PARTICIPATION PLAN**

WHEREAS, the U. S. Department of Housing and Urban Development (HUD) under 24 CFR Part 91.105 and Section 104(a)(3) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(A)(3)), mandates that local entitlement communities receiving Community Development Block Grant (CDBG) funds adopt and implement a Citizen Participation Plan; and

WHEREAS, the City of Seaside has a grant agreement with HUD as a recipient of Community Development Block Grant (CDBG) funds; and

WHEREAS, for the past 20 plus years the City has operated under a Citizen Participation Plan originated in 1978, and amended through the years; and

WHEREAS, the 2011 Seaside Citizen Participation Plan (SCPP), is designed to update and consolidate past Citizen Participation Plans and create a new Plan which more accurately addresses the current needs of the community; and

WHEREAS, the streamlining of multiple documents provides decision makers, staff and citizens with a single source document to guide citizen participation in the City's CDBG program.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Seaside that the 2011 Seaside Citizen Participation Plan for the Community Development Block Grant Program, marked Attachment "1" and made a part hereof, is hereby approved, and that the City Manager is hereby authorized to submit the updated 2011 SCPP to the U.S. Department of Housing and Urban Development.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside held on the 19th day of January 2012 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Felix H. Bachofner, Mayor
City of Seaside

ATTEST:

Maricela Hernandez, MMC
City Clerk, City of Seaside

CITY OF SEASIDE

2011 CITIZEN PARTICIPATION PLAN

**REQUIRED BY U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT**

FOR THE ADMINISTRATION OF THE

**COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM**



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PURPOSE FOR A CITIZEN PARTICIPATION PLAN

The U.S. Department of Housing and Urban Development requires that each entity receiving Community Development Block Grant (CDBG) funds implement a Citizen Participation Plan (CPP) in accordance with The Housing and Community Development Act of 1974, as amended. HUD has a strong belief that citizen participation is more than legality, “it is the heart of the community development process. (HUD CPP Guidebook)

The Citizen Participation Plan is to provide for and encourage participation of low or moderate-income individuals, particularly residents of predominantly low and moderate-income neighborhoods, slum or blighted areas, and areas in which the grantee proposes to use CDBG funds. Specifically, HUD requires that the CPP:

- provide citizens with reasonable and timely access to local meetings, information, and records related to the grantee's proposed and actual use of CDBG funds;
- provide for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including the development of needs, the review of proposed activities, and review of program performance;
- provide for timely written answers to written complaints and grievances; and
- describe how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

One of the Seaside City Council's Three-Year Goals (2011-2014) is to “Enhance engagement with the Public.” The City of Seaside currently encourages and supports citizen participation through quarterly newsletters, neighborhood meetings, boards and commissions and public hearings.

The Seaside Citizen Participation Plan (SCPP) describes how the City will involve citizens in the planning, implementation and assessment of the use of its federally funded CDBG Program. The 2011 Seaside Citizen Participation Plan (SCPP) was developed by the City's Resource Management Services staff under the guidance and requirements of **24 CFR Part 91.105** and complying with **Section 104(a)(3)** of the **Housing and Community Development Act of 1974 (42 U.S.C. 5304(A)(3))**. The 2011 SCPP is an update of the 1978 SCPP, as amended. The SCPP was approved by the Seaside City Council on _____ and accepted by HUD as part of Seaside's the 2010-2015 Consolidated Plan on _____.

CITIZENS' ROLES AND OPPORTUNITIES FOR ENGAGEMENT

The Community Development Block Grant (CDBG) Program requires that citizens are involved in the planning, implementing and assessment of the CDBG program each year. A key component of this requirement is the flow of communication between citizens, city staff and public officials. HUD requires that at a minimum, an exchange of ideas must take place in identifying, soliciting and selecting program activities for the each new

fiscal year, preparing the Annual Plan or Consolidated Plan and preparing the Consolidated Annual Performance Report (CAPER).

The City of Seaside encourages the participation of all citizens, including minorities, non-English speaking persons, persons with disabilities and the elderly. Citizens requiring additional services to be able to participate in such discussions must contact the City of Seaside Resource Management Services Staff at 831-899-6700. The following services are available:

- Translators for non-English speaking individuals;
- Translators for the Hearing Impaired;
- Ramps and elevators at the site of meeting for mobility impaired individuals;
- Resource information for bus routes for individuals who do not drive due to age or disability.

COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

To assist RMS Staff with community outreach, a Community Development Advisory Committee will be formed to assist in the facilitation of citizen participation relating to the CDBG program.

PURPOSE

Community Development Advisory Committee (CDAC)- The CDAC is comprised of a five (5) members, and five (5) alternates, of Seaside community representatives approved by the Seaside City Council who broadly represent the diversity of the community.

Insofar as practical, the committee includes residents of low- and moderate-income areas. General duties of the Community Development Advisory Committee include the following:

1. conduct neighborhood-planning workshops to solicit community input and assess needs;
2. participate in the assessment and determination of community needs at both citywide and neighborhood levels and to develop realistic goals and objectives to meet identified needs;
3. assist in the evaluation and recommendation of proposals from city departments and community organizations requesting funding for assistance;
4. participate in the development of specific project proposals for community development in the Consolidated Plan and Annual Action Plans.
5. participate in the development of goals for housing assistance by type and location and make recommendation to the City Council;
6. assist in the monitoring of current program activities and the evaluation of past program performance.;

7. assist in the implementation of the CDBG program and any modifications as determined by community assessment and HUD program requirements.

MEMBERSHIP AND CRITERIA

Committee Composition

The CDAC is a working committee of five members and five alternates serving two and three year terms. Members and alternates shall:

1. reside in the City of Seaside;
2. have an active role in their community;
3. serve in the capacity of a volunteer
4. be approved by the City Council.

The diversity of the CDAC shall reflect the diversity of the city; therefore the following criteria will be taken into consideration during the selection process:

1. committee members shall be from different ethnic communities;
2. the committee shall consist of at least one senior citizen or handicapped person;
2. the committee shall consist of at least three members that reside in the low income neighborhoods;
3. at least one member shall be a representative from the business and/or financial leadership in Seaside;
4. one member shall represent the City at large.

In order to maintain continuity during committee member absences, five (5) alternate member volunteers will be appointed at the same time and in the same manner as the 5 volunteer members of the CDAC. Each alternate will participate fully and vote on decisions that arise in those meetings that the corresponding CDAC member is unable to attend.

Selection Method

Resource Management staff will advertise CDAC membership positions in the following publications/sites:

- City Hall
- City Website
- Local Newspaper(s)
- Library
- Local Non-profits
- Chamber of Commerce
- Community Center
- Neighborhood- Associations
- Other Government Offices

Applications will be provided to interested individuals to complete and return to:

COMMUNITY DEVELOPMENT ADVISORY COMMITTEE
C/O RESOURCE MANAGEMENT SERVICES
CITY OF SEASIDE
440 HARCOURT AVENUE
SEASIDE, CA 93955-0810

All applications will be reviewed by a five (5) person committee comprised of the following positions:

1. City of Seaside Deputy City Manager - Resource Management Services or his/her appointee
2. City of Seaside Administrative Analyst – CDBG
3. Representative from a local advocacy group with a working knowledge of non-profit agencies and a working knowledge of the housing, community development and economic development needs of the City of Seaside.
4. Representative from the Business/Financial Community (not applying for a position on the committee)
5. Representative from the Neighborhood Improvement Program Commission (not applying for a position on the committee)

Committee recommendations will then be submitted to City Council for approval. At one of the first meetings of the newly appointed CDAC, the committee will select two officers – a chairperson and a vice chairperson. RMS staff will serve as recorder.

Job Descriptions

Chairman: the primary role of the Chairman will be to lead the CDAC meetings. The Chairman will be responsible for ensuring that the committee functions in accordance with federal and local policy. The Chairman will work closely with RMS staff to ensure compliance with local and federal CDBG rules and regulations.

Vice Chairman: the primary role of the Vice Chairman will be to lead the CDAC meetings in the absence of the Chairman; this role will not fall to an alternate. The Vice Chairman will work closely with the Chairman to assist in the overall function of the committee.

Recorder: RMS will provide a recorder at each meeting to take meeting notes. Notes will be made available to committee members and citizens in a timely manner.

Other duties may be added as needed and agreed upon by City Staff and committee members.

Term of Office and Vacancies

Appointments will be made at the first City Council meeting in June of each year. At the first CDAC meeting, members will draw for length of term; three members will serve three year terms and 2 members will serve two year terms. Respective alternates will serve the same term as primary member. Every 15 months, or less if needed, the application process will be conducted to prepare for vacancies.

If at any point in his or her term, a committee member becomes inactive to the extent of incurring three consecutive unexcused absences from CDAC meetings, or fails to attend at least two-thirds of the meetings over a 12 month period; his or her position will be considered vacant. Vacancies will be filled by the appointment of the alternate committee member for the duration of the unexpired term. If the alternate is unavailable, a new appointment will be made in the same manner as the original position was filled. The requirements for attendance do not apply to the alternates, who will, however receive the minutes and agenda of all CDAC meetings.

Meeting Time and Places

All meetings of the CDAC will be open to the public, and properly noticed. Please refer to the Appendix for a general meeting schedule. An annual meeting calendar will be published 15 days prior to the CDAC's first meeting held each year.

Meetings will be held at regular times and at places conducive to public attendance, including neighborhood locations if possible, and will be conducted according to Robert's Rules of Order.

THE CITIZEN PARTICIPATION PROCESS

The Citizen Participation Plan is designed to provide processes through which citizens can take part in planning, implementing and evaluating the CDBG program in Seaside. Three rounds of meetings are scheduled throughout the year in order to provide continuous and ample opportunities for citizens to get involved in the process. The CDAC will hold regularly scheduled and well publicized open meetings and workshops at places conducive to public attendance, including neighborhood locations if possible, and the City Council will hold a number of public hearings.

The neighborhood planning workshops are to be held at designated locations within the community to receive suggestions from citizens for projects/programs and to obtain the citizens views. Written and oral suggestions are accepted, presented, and discussed. General information is also to be provided at the meetings in the form of brochures/handouts and or an audio/visual presentation with translation in Spanish or interpreting by a Spanish speaking person. A sign-in list of all persons attending the meetings will be kept and minutes of the meetings will be recorded and posted by City staff.

MEETING CYCLE

The City of Seaside operates its CDBG Program on its fiscal year, which begins July 1 and ends on June 30; therefore the meeting cycle is as follows:

The first round of meetings begins in July with the evaluation of the previous fiscal year projects and how those projects met the identified needs of the community. The first round of meetings conclude with the submission of the Consolidated Annual Performance Report (CAPER) to the US Department of Housing and Urban Development.

The second round of meetings are held in October, November and December. This is when the CDAC will hold neighborhood workshops to identify any new community development needs and priorities. The CDAC will provide the summary of the program evaluation which was completed in the first round of meetings. The second round of meetings will conclude with a Public Hearing before City Council to present the identified needs to the community.

The third and final round of meetings will be held January through May to provide citizens with the opportunity to submit their views and proposals for new projects and to assist in the selection of projects for CDBG funding. City departments and community-based non-profit groups may be funded to carry out certain neighborhood revitalization and economic development activities. Such groups will be invited to submit proposals to the CDAC for funding consideration.

The CDAC will hold a Request for Proposal workshop in January to provide assistance to groups wishing to apply for funding.

In February and March citizens shall have the opportunity to assist the CDAC in the evaluation of all of the projects submitted by the City and by community groups and to participate in the process of recommending to the City Council those activities which closely meet the needs of the community will be given the highest priority ratings for the next CDBG program year.

In April and May, the CDAC and the City Council will hold public meetings on the proposed Annual Application.

The third and final round of meetings will conclude with the submission of the Consolidated (5 year) Plan and or the Annual Plan to HUD in May.

Any time during the program year the CDAC may hold one or more workshops to formulate recommendations to the City Council regarding new program/project activities using reprogrammable funds or any proposed amendments to the Annual Action Plan.

CHRONOLOGY OF EVENTS IN THE CDBG PROGRAM YEAR

It is important to understand that the CDBG process is a multifaceted process. At the beginning of a fiscal program year, an entity will be managing three program years simultaneously:: closing the previous program year, managing the current program year and planning for the next program year.

June – September: Evaluation Phase

- June - CDAC formation meetings.
- July - RMS Staff prepares a summary of current and completed projects.
- August - CDAC public workshop held to assess the performance of current and completed projects funded with previous fiscal CDBG projects.
 - Assess the housing and community development needs and priorities associated these projects.
- September: - City Council Public Hearing held regarding the performance of CDBG funded projects
 - Submit CAPER to HUD (due September 30th)
 - Announce to Public the Submission of the CAPER

The submission of the CAPER signals the close of the 1st round of meetings/workshops and the second round of meetings is the planning phase for the next program year and is the foundation for a CDBG program year. It is where you identify and begin to design a road map in order to maximize a communities' CDBG dollars.

October – December: Planning Phase

- October - Conduct the first round of citizen workshops*
- November - Conduct the second round of citizen workshops*
- December - Conduct final citizen workshops*
 - The CDAC and RMS staff will meet to consolidate and finalize their findings on housing, community development, and economic development needs.

*RMS staff and the CDAC will coordinate the number of meetings to be held in the community.

January – May: Development Phase

- January - The CDAC will take the final findings and recommendations to City Council and the community. It is at this point that a “state of the program”, which addresses the current performance of ongoing projects

can be announced to assist in the preparation for the next cycle of CDBG funding.

- Announce the CDBG program dollars available for the next program year.

- The amount of CDBG funds available for the next program year, and list of eligible activities will be provided to the community via a Request for Proposals workshop with local community organizations and city departments interested in requesting CDBG funds.

- February
- Applications for funding will be due no later than the 2nd Thursday of February at 5:00pm.
 - CDAC public workshop for city department and community organizations to present their applications and answer questions of the CDAC and public.
 - CDAC Votes on proposed program/project applications and develops recommendations to present to City Council
- March
- City Council to hold Public Hearing for city department and community organizations to present their applications and answer questions of the City Council and public.
 - City Council votes on program/project applications.
- April
- Staff prepares draft of the Annual CDBG Application and Consolidated Plan/Action Plan and submits it to CDAC members and City Council for their review and approval of draft Application/Annual Plan.
- May
- Annual Application (Application and Consolidated Plan/Annual Plan) Public Hearing at City Council for Final approval and submission to HUD. Due to HUD May 15th.

OUTREACH AND TECHNICAL ASSISTANCE

All CDAC meetings and Council hearings will be advertised in local papers, through posting in public places, and through direct invitation. A mailing list of interested citizens and organizations will be compiled and maintained by City staff and periodic mailings will be made to persons on the list concerning the chronology of public meetings during the year, the availability of documents, and specific meeting times and places. Continuous efforts will be made to expand the mailing list to include more neighborhood participation, especially in neighborhoods where the population has unmet needs that might be addressed through the use of the CDBG program.

A repository of public documents will be maintained in the Resource Management Services Department in City Hall and at the Seaside Branch of the Monterey County Free Libraries for examination by interested citizens during normal working hours. Persons using the repository will be invited to add their names to the mailing list in order

to receive continuous information about the program. The following documents will be included in the repository:

- The Seaside Citizen Participation Plan (one free copy will be made available on request);
- The Five Year Consolidated Plan;
- Annual Performance reports;
- Annual Applications for CDBG funds;
- Subsequent amendments to any of the above;
- Current mailing list; and
- Records of CDAC meetings.

City staff will be available at all CDAC meetings and City Council hearings to provide relevant background information through written reports and presentations, and to answer technical questions about the program. Community groups who wish to propose program/project activities for funding may request technical assistance through Resource Management Staff.

Citizens may object formally to approval of the City's Annual Application by submitting their comments directly to HUD at:

U.S Department of Housing and Urban Development
San Francisco Region IX
Community Planning and Development
600 Harrison Street, 3rd Floor
San Francisco, CA 94107-1300

Grounds for objection at this level are: inconsistency with known facts or with needs identified by the City or with federal regulations or laws. Complaints may also be addressed directly to the City with response to written complaints required within 15 working days.

ENTITLEMENT APPLICATION AND AMENDMENT PROCESS

This process, if necessary and/or appropriate may be undertaken at any time during the program year. The steps for the amendment process are as follows:

1. Staff prepares report for CDAC on the amount of money available for reprogramming and the amendment process.
2. CDAC conducts citizen workshop(s) on current programs and the amendment process.
3. Staff prepares draft amendment for CDAC.
4. CDAC conducts citizen workshop(s) on proposed amendment; and CDAC prepares recommendations for City Council.
5. City Council conducts a Public Hearing on Amendment Application, followed by Council action on Amendment and submitted to HUD for approval.

SUMMARY OF CITIZEN PARTICIPATION PLAN

Mandated Element	Implementation
Open Process of citizen participation	CDAC City Council
Substantial representation	CDAC criteria for membership
Continuity of involvement	CDAC staggered terms
Adequate and timely information	CDAC City staff reports Public repository
Application development	CDAC City Council
Program Implementation	CDAC City staff reports
Performance assessment	CDAC City staff reports
Submission of views and proposals	CDAC City– Response to complaints within 15 working days
Technical assistance	CDAC City staff
Public hearings on: Performance Application	City Council – September City Council – May
Program amendments	CDAC City Council

Guide for Completeness Review of Local Government Citizen Participation Plan			
Name of Program Participant:			
Staff Consulted:			
Date Plan Was Adopted or Last Amended:			
Name(s) of Reviewer(s):		Date:	

NOTE: All questions that address requirements contain the citation for the source of the requirement (statute, regulation, NOFA, or grant agreement). If the requirement is not met, HUD must make a finding of noncompliance. All other questions (questions that do not contain the citation for the requirement) do not address requirements, but are included to assist the reviewer in understanding the participant's program more fully and/or to identify issues that, if not properly addressed, could result in deficient performance. Negative conclusions to these questions may result in a "concern" being raised, but not a "**finding**."

Instructions: This Exhibit is designed to review the local government's compliance with the Citizen Participation Plan requirements per the Consolidated Plan regulations at 24 CFR Part 91, Subpart B. This review may be used to review both individual local government and consortium plans. The Exhibit is divided into seven sections: General Aspects of the Citizen Participation Plan; Development of the Citizen Participation Plan and Any Amendments; Development of the AFH and the Consolidated Plan; Consolidated Plan Amendments and AFH Revisions; Performance Reports; Public Hearings; and Miscellaneous Citizen Participation Requirements.

AFH Note: The requirements for affirmatively furthering fair housing in 24 CFR Part 5 are not covered by this Exhibit. Before conducting community participation for its first AFH, the local jurisdiction must amend the Citizen Participation Plan, but there is no specific date by which this amendment must occur. The new requirements are bracketed in the questions.

Questions:

A. GENERAL ASPECTS OF THE CITIZEN PARTICIPATION PLAN

1.

Does the local government have a Citizen Participation Plan? [24 CFR 91.105(a)(1)]	☐	☐	☐
	Yes	No	N/A
Describe Basis for Conclusion:			

2.

a. Was the Plan adopted by the local government? [24 CFR 91.105(a)(1)]	☐	☐	☐
	Yes	No	N/A
Describe Basis for Conclusion:			
b. [AFFH Requirement, as applicable: If the plan was adopted prior to August 17, 2015, has it been amended to comply with the citizen participation requirements related to Assessment of Fair Housing (AFH) added by the July 16, 2015 final rule?] NOTE: Before conducting community participation for its first	☐	☐	☐
	Yes	No	N/A

Exhibit 19-1
Citizen Participation Plan

AFH, the local jurisdiction must amend the Citizen Participation Plan before the but there is no specific date by which this amendment must occur. [24 CFR 91.105(a)(1)]	
Describe Basis for Conclusion:	

**B. DEVELOPMENT OF THE CITIZEN PARTICIPATION PLAN [FOR NEW GRANTEES]
AND ANY AMENDMENTS [FOR ALL GRANTEES]**

3.

For new grantees only: Did the local government provide citizens an opportunity to comment on the original Citizen Participation Plan and on substantial amendments to it? [24 CFR 91.105(a)(3)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	

4.

a. Are specific, appropriate actions described in the Citizen Participation Plan to encourage participation by minorities, non-English speaking persons, and persons with disabilities? [24 CFR 91.105(a)(2)(i)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	
b. Is the local government prepared to provide the Citizen Participation Plan in a format accessible to persons with disabilities, upon request (e.g., providing oral, Braille, electronic, or large print copies for the visually impaired)? [24 CFR 91.105(a)(3)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	
c. Does the Citizen Participation Plan describe the local government's procedures for assessing its language needs and identify any need for translation of notices and other vital documents? [24 CFR 91.105(a)(4)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	
d. Does the Citizen Participation Plan require that the local government take reasonable steps to provide language assistance to ensure meaningful access to participation by non-English –speaking residents of the community? [24 CFR 91.105(a)(4)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	

5.

a. Does the Citizen Participation Plan provide for and encourage citizens to participate, including low- and moderate-income persons, particularly those living in slum and blighted areas and in areas where CDBG funds are proposed to be used and by residents of predominantly low- and moderate income neighborhoods in the Consolidated Plan, any substantial amendment to the Consolidated Plan and the performance report, [in the development of the AFH, any revisions to the AFH, as applicable]? [24 CFR 91.105(a)(2)(i).]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	
b. Does the Plan include a definition of residents of “predominantly low- and moderate-income neighborhoods?” [24 CFR 91.105(a)(2)(i)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	

6.

Does the Citizen Participation Plan encourage the participation of local and regional institutions, the Continuum of Care and other organizations (including businesses, developers, non-profit organizations, philanthropic organizations, and community and faith-based organizations) in the process of developing and implementing the Consolidated Plan and [the AFH, as applicable]? [24 CFR 91.105(a)(2)(ii)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	

7.

a. Does the Plan encourage participation by residents of public and assisted housing (including any resident advisory boards, resident councils, and resident management corporations) and by other low- income residents of targeted revitalization areas in which public and assisted housing is located in developing and implementing the Consolidated Plan [and the AFH, as applicable]? [24 CFR 91.105(a)(2)(iii)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	
b. Does the Plan require that the local government will provide information to the PHA about the Consolidated Plan activities [and the AFH and AFFH strategy, as applicable] related to its developments and surrounding communities so that the PHA can make this information available at the annual public hearing(s) required for the PHA Plan? [24 CFR 91.105(a)(2)(iii)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	

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8.

<u>For new grantees only:</u> Is the opportunity to comment on the original Citizen Participation Plan and on substantial amendments to this Plan not clearly unreasonable? (A “no” conclusion would be the basis of the Finding that the local government did not provide a reasonable opportunity to comment.) [24 CFR 91.105(a)(3)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	

9.

Is the Citizen Participation Plan made available to the public? (If “yes,” describe how in response below.) [24 CFR 91.105(a)(3)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	

C. DEVELOPMENT OF THE CONSOLIDATED PLAN [AND THE AFH]

10.

a. [AFFH Requirement, as applicable: Does the Citizen Participation Plan require that at or, as soon as feasible, after the start of the public participation process, the local government will make available the HUD-provided data and any other supplemental information the local government plans to incorporate into the AFH to its residents, public agencies, and other interested parties? NOTE: The local government may make the HUD-provided data available to the public by cross-referencing to the data on HUD’s Website.] [24 CFR 91.105(b)(1)(i)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	
b. Does the Citizen Participation Plan require that, before the local government adopts a Consolidated Plan, the local government will make available to citizens, public agencies, and other interested parties information that includes: - the amount of assistance the local government expects to receive (including grant funds and program income); - the range of activities that may be undertaken; - the estimated amount of funding that will benefit persons of low- and moderate-income; - the local government’s plans to minimize displacement of persons and to assist any persons displaced, specifying the types and levels of assistance the local government will make available (or require others to make available) to persons displaced, even if the local government expects no displacement to occur; and	☐ ☐ ☐ Yes No N/A

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when and how the local government will make this information available? [24 CFR 91.105(b)(1)(ii)-(iii)]	
Describe Basis for Conclusion:	

11.

a. Does the Citizen Participation Plan describe how the local government will publish the proposed Consolidated Plan [and the proposed AFH, as applicable] in a manner that affords residents, public agencies, and other interested parties an opportunity to examine its contents and to submit comments? [24 CFR 91.105(b)(2)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	
b. Does the Citizen Participation Plan require the local government to publish the proposed Consolidated Plan [and proposed AFH, as applicable]? This requirement may be met by publishing a summary of each document in one or more newspapers of general circulation [AFFH specific, as applicable; and by making copies of each document available on the Internet, on the local government's official government Website, as well as at libraries, government offices, and public places]. [24 CFR 91.105(b)(2)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	

12.

If the Citizen Participation Plan states the local government will publish a summary of the proposed Consolidated Plan [and the proposed AFH, as applicable], does the Citizen Participation Plan require the summary to include: - a description of the contents and purpose of the Consolidated Plan [or the AFH, as applicable]; and - a list of the locations where copies of the entire proposed Consolidated Plan may be examined? [24 CFR 91.105(b)(2)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	

13.

Does the Citizen Participation Plan state that the local government will provide a reasonable number of free copies of the Consolidated Plan [or the AFH, as applicable,] to citizens and groups that request it? [24 CFR 91.105(b)(2)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	

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14.

Does the Citizen Participation Plan provide for at least one public hearing during the development of the Consolidated Plan [or the AFH, as applicable]? [24 CFR 91.105(b)(3)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	

15.

Does the Citizen Participation Plan provide a period of not less than 30 calendar days to receive comments from residents of the community on the Consolidated Plan [or the AFH, as applicable]? [24 CFR 91.105(b)(4)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	

16.

Does the Citizen Participation Plan specify that the jurisdiction consider any comments or views of citizens received in writing, or orally at the public hearings, in preparing the final Consolidated Plan [or the final AFH as applicable]? [24 CFR 91.105(b)(5)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	

D. CONSOLIDATED PLAN AMENDMENTS [AND AFH REVISIONS]

17.

a. Does the Citizen Participation Plan specify the criteria the local government will use for determining what changes in the local government's planned or actual activities constitute a substantial amendment to the Consolidated Plan? [24 CFR 91.105(c)(1)(i)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	
b. <u>For CDBG entitlements only:</u> Does the criteria for a substantial amendment include changes in the use of CDBG funds from one eligible activity to another? [24 CFR 91.105(c)(1)(i)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	
c. [AFFH Specific, as applicable: Does the Citizen Participation Plan specify the criteria the local government will use for determining when revisions to the AFH will be required? NOTE: At a minimum, the specified criteria must include the situations described in 24 CFR 5.164.] [24 CFR 91.105(c)(ii)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	

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18.

a. Does the Citizen Participation Plan state that citizens will be given reasonable notice and an opportunity to comment on substantial amendments to the Consolidated Plan [and revisions to the AFH, as applicable] and state how they will be given notice? [24 CFR 91.105(c)(2)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	
b. Does the Citizen Participation Plan provide a period of not less than 30 calendar days to receive comments on any substantial amendments to the Consolidated Plan [or any revision to the AFH, as applicable] before such amendments are implemented or the revision to HUD is submitted to HUD for review? [24 CFR 91.105(c)(2)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	

19.

a. Does the Citizen Participation Plan specify that the local government consider any comments or views of residents of the community received in writing, or orally at the public hearings, in preparing substantial amendments to the Consolidated Plan [or significant revision to the AFH, as applicable]? [24 CFR 91.105(c)(3)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	
b. Does the Citizen Participation Plan specify that the local government will attach to the substantial amendment of the Consolidated Plan [or revision to the AFH, as applicable] a summary of any comments or views, and a summary of any comments or views not accepted and the reasons why? [24 CFR 91.105(c)(3)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	

E. PERFORMANCE REPORTS

20.

Does the Citizen Participation Plan state that citizens will be given notice and an opportunity to comment on performance reports and state how they will be given notice? [24 CFR 91.105(d)(1)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	

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21.

Does the Citizen Participation Plan provide for a period of not less than 15 days to receive comments on performance reports before the reports are submitted to HUD? [24 CFR 91.105(d)(1)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	

22.

Does the Citizen Participation Plan specify that the local government consider any comments or views of citizens received in writing, or orally at the public hearings, in preparing the Consolidated Annual Performance and Evaluation Report? [24 CFR 91.105(d)(2)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	

F. PUBLIC HEARINGS

23.

Does the Citizen Participation Plan provide for at least two public hearings per year to obtain citizens' views and to respond to proposals and questions? [24 CFR 91.105(e)(1)(i)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	

24.

a. With respect to timing, are the public hearings conducted at a minimum of two different stages of the program year? [24 CFR 91.105(e)(1)(i)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	
b. Does the Citizen Participation Plan provide for at least one of these hearings to be held before Consolidated Plan [or the proposed AFH as applicable,] is published for comment? [24 CFR 91.105(e)(1)(ii); 24 CFR 91.105(e)(1)(iii)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	

25.

Do the public hearings, together, address: a. housing and community development needs, b. development of proposed activities, c. proposed strategies and actions for affirmatively furthering fair housing consistent with the AFH, and d. review of program performance? [24 CFR 91.105(e)(1)(i); 24 CFR 91.105(e)(1)(ii)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion:	

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26.

Does the Citizen Participation Plan state how and when adequate notice will be given to citizens of each public hearing? [24 CFR 91.105(e)(2)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion: 	

27.

Does the local government publish sufficient information about the subject of the public hearing to permit informed comment? NOTE: Publishing small print notices in the newspaper a few days before the hearing does not constitute adequate notice. Although HUD does not specify the length of notice required, two weeks is considered adequate. [24 CFR 91.105(e)(2)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion: 	

28.

a. Does the Citizen Participation Plan provide that public hearings be held at times and locations convenient to potential and actual beneficiaries? [24 CFR 91.105(e)(3)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion: 	
b. Does the Citizen Participation Plan provide that hearings be held with accommodation for persons with disabilities? [24 CFR 91.105(e)(3)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion: 	
c. Does the Citizen Participation Plan describe how the local government will meet the requirements of 28.a and 28.b above? [24 CFR 91.105(e)(3)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion: 	

29.

Does the Citizen Participation Plan identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate? [24 CFR 91.105(a)(4)]	☐ ☐ ☐ Yes No N/A
Describe Basis for Conclusion: 	

G. MISCELLANEOUS CITIZEN PARTICIPATION REQUIREMENTS

30.

Does the Citizen Participation Plan provide citizens with reasonable and timely access to local meetings? Is this access consistent with accessibility and reasonable accommodation requirements? [24 CFR 91.105(f)]	☐ Yes	☐ No	☐ N/A
Describe Basis for Conclusion:			

31.

a. Does the Citizen Participation Plan provide that the Consolidated Plan, as adopted, substantial amendments, and the performance report [and HUD-accepted AFH, revisions to the AFH, as applicable] will be available to the public, including the availability of materials in a form accessible to persons with disabilities, upon request? [24 CFR 91.105(g)]	☐ Yes	☐ No	☐ N/A
Describe Basis for Conclusion:			
b. Does the Citizen Participation Plan state how the documents identified in 31.a above will be available to the public? [24 CFR 91.105(g)]	☐ Yes	☐ No	☐ N/A
Describe Basis for Conclusion:			

32.

Does the Citizen Participation Plan require the local government to provide residents of the community, public agencies, and other interested parties with reasonable and timely access to information and records relating to the local government's Consolidated Plan [and AFH, as applicable] and the local government's use of assistance under the programs covered in the Consolidated Plan during the preceding five years? [24 CFR 91.105(h)]	☐ Yes	☐ No	☐ N/A
Describe Basis for Conclusion:			

33.

Does the Citizen Participation Plan provide for technical assistance to groups representative of persons of low- and moderate-income that request help in developing proposals for funding assistance under any of the programs covered by the Consolidated Plan [and in commenting on the AFH, as applicable?] NOTE: The assistance need not include the provision of funds to the groups. [24 CFR 91.105(i)]	☐ Yes	☐ No	☐ N/A
Describe Basis for Conclusion:			

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34.

Does the Citizen Participation Plan describe the local government's appropriate and practicable procedures to handle complaints from citizens related to the Consolidated Plan, amendments, and the performance report [AFH revisions, as applicable,] which, at a minimum, require the local government to provide a timely, substantive written response to every written citizen complaint within an established period of time? [24 CFR 91.105(j)]	☐ Yes	☐ No	☐ N/A
Describe Basis for Conclusion:			

35.

<u>For CDBG entitlement grantees only:</u> Is the specified time period “within 15 working days, where practicable?” [24 CFR 91.105(j)]	☐ Yes	☐ No	☐ N/A
Describe Basis for Conclusion:			



CITY OF SEASIDE

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM DRAFT CITIZEN PARTICIPATION PLAN

Public Comment Period: October 28 – November 29, 2021

Submit Comments to CDBG@ci.seaside.ca.us

Prepared by:

Community Development Department
440 Harcourt Ave, Seaside, CA 93955
www.ci.seaside.ca.us/CDBG
(831) 899-6726



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A. Introduction

The City of Seaside (City) is a recipient of federal entitlement grant funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grants (CDBG). As a recipient of these funds, the City is required to prepare a Consolidated Plan to assess the City's affordable housing and community development needs, and develop data-driven funding strategies and program goals. The Consolidated Plan is carried out through Annual Action Plans, which provide a summary of the specific activities and resources that will be used each year to address the needs and goals identified by the Consolidated Plan. Accomplishments and progress toward meeting the City's goals are reported in the Consolidated Annual Performance and Evaluation Report (CAPER). As part of the Consolidated Plan, the City is also required to conduct an Analysis of Impediments to Fair Housing to review laws, regulations, conditions and other possible obstacles, both public and private, which could affect an individual's access to housing in Seaside.

Additionally, the City must adopt a Citizen Participation Plan (CPP) that sets forth the City's policies and procedures for citizen participation in the development of the Consolidated Plan and the other aforementioned HUD-mandated documents. The citizen participation process outlined in this plan was developed in accordance with Federal regulations 24 CFR 91.105, and requires outreach, public hearings, community meetings, and opportunities for comment. The plan provides for citizen input and emphasizes participation by low- and moderate-income residents, particularly residents of predominantly low- and moderate-income neighborhoods, regional stakeholders and Continuums of Care, and residents of areas in which the City proposes to use CDBG funds. It also outlines the practicable procedures to handle complaints from residents regarding its Consolidated Plan and other HUD-mandated documents.

Ultimate responsibility and authority for final decisions regarding the Consolidated Plan and related documents resides with the Seaside City Council. Nothing herein shall be construed to restrict the responsibility or authority of the City for the development and execution of its community development programs and execution of its Consolidated Plan.

This CPP supersedes and replaces all previous plans adopted or amended for the CDBG Program. The CPP shall be available to the public on the City website, and, upon request, will be made in a format accessible to persons with disabilities. The City will review its CPP annually in conjunction with the development of the City's Annual Action Plan. If it is determined that the CPP needs to be updated or revised, the City will provide citizens with a reasonable opportunity to comment on proposed changes to the CPP in accordance with the Public Review requirements for the amendment of documents described further in this document.

B. Definitions

Annual Action Plan (AAP): The AAP outlines the activities that will be undertaken during the program year to meet the goals stated in the City's 5-year Consolidated Plan (defined below).

Affirmatively Furthering Fair Housing (AFFH): AFFH is a legal requirement for local governments that receive federal grants to further the purposes of the Fair Housing Act by undertaking actions that combat discrimination, overcome patterns of segregation, and foster inclusive communities free from barriers that restrict access to housing.

Analysis of Impediments to Fair Housing Choice (AI): The AI is a comprehensive review of a community's laws and administrative policies and practices (both public and private), and an analysis of how they affect the location, availability, and accessibility of housing choice for various protected classes (e.g. race, color, religion, sex, disability, familial status, or national origin). The AI is required to be updated every five years in conjunction with the Consolidated Plan.

Citizen Participation Plan (CPP): The Citizen Participation Plan (CPP) outlines the procedures the City will undertake to ensure public involvement during the development of the City's Consolidated Plan and Annual Performance Report, and Analysis of Impediments to Fair Housing Choice.

Community Development Block Grant (CDBG): The CDBG program provides formula grants to create viable urban communities by providing decent housing, suitable living environments and expanded economic opportunities, principally for low and moderate-income persons.

Consolidated Annual Performance Evaluation Report (CAPER): The CAPER provides the federal government, Congress and the public with necessary information to assess the City's progress in meeting its CDBG program goals.

Department of Housing and Urban Development (HUD): HUD is the federal agency that oversees the CDBG program, among various other programs. HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all.

Displacement: The relocation of individuals from their residences resulting from housing development and rehabilitation activities paid for by federal funds.

Eligible Activity: Activities that may be supported in whole or in part with CDBG funds as defined in the Code of Federal Regulations Title 24.

Entitlement Community: A metropolitan city or urban county entitled to receive a formula allocation of CDBG funds.

Five-Year Consolidated Plan (ConPlan): The ConPlan identifies the City's housing and community development needs and details the City's 5-year strategy and goals for addressing those needs with HUD-allocated funds.

Public Services Grant: General Funds made available by the Seaside City Council to grant to local non-profit organizations that provide direct social and human services to low- and moderate-income City residents.

Low-and moderate-income: Households with income that do not exceed 80 percent of the Area Median Income (AMI) as defined by HUD.

C. Roles and Responsibilities

City Council: The Mayor and Councilmembers comprise the nonpartisan City Council, and are elected at large. Under the City Charter, City Council's duties include: approval of the City budget and financial oversight of the City. The City Council has the power to adopt ordinances and resolutions, make appointments to advisory boards, establish policy and approve programs, act on recommendations of City staff, appropriate funds, approve contracts, and respond to concerns and needs of residents.

The City Council reviews and adopts the City's ConPlan, AI and AAP activities, and authorizes City staff to administer the programs.

City Manager: The City Manager reports directly to the City Council and provides for the management of all affairs of City government and services, as well as oversight and direction of all City departments. The City Manager is the City's representative authorized to sign the necessary documents required by HUD.

Community Development Department (CDD) staff: The CDD staff are responsible for the day-to-day coordination and administration of the CDBG. The administrative policies for the City's CDBG program are outlined in two policy documents entitled CDBG Policies and Procedures and Davis-Bacon Act Manual. Both documents can be found at www.ci.seaside.ca.us/CDBG.

Community Development Advisory Committee (CDAC): CDAC members are appointed by the Seaside City Council and serve in an advisory capacity to the City Council, City Manager, and CDD staff on policy issues related to HUD's Consolidated Plan and the allocation of CDBG funds. The CDAC's charge includes advocating for low- and moderate-income Seaside residents for housing and community development needs and assuring resident input in determining the use of funds. The CDAC coordinates its efforts with neighborhood-based organizations to increase participation by low- and moderate-income households.

CDAC meetings are called as needed. CDAC meetings are noticed in accordance with the Brown Act and are open to the public. Additional information regarding CDAC can be found in the CDAC Membership Guide, which is available at www.ci.seaside.ca.us/CDBG.

D. Encouragement of Citizen Participation

The City of Seaside provides for and encourages citizens to participate in the development of the CPP, Consolidated Plan, AFH or AI, Action Plan, and CAPER. The City encourages participation by low- and moderate-income persons, particularly those living in slum and blighted areas (if any such areas are formally designated) and in areas where CDBG funds are proposed to be used, and by residents of predominantly low- and moderate-income neighborhoods. The City will also take appropriate actions to encourage the participation of all its citizens, including minorities and non-English speaking persons, as well as persons with disabilities.

The City will make a concerted effort to notify and encourage the participation of

- Citizens;
- Local and regional institutions;
- Continuum of Care organization addressing homelessness,
- Public and private organizations including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations;
- Broadband internet service providers
- Organizations engaged in narrowing the digital divide;
- Agencies whose primary responsibilities include the management of flood prone areas;
- Public land or water resources agencies;
- Emergency management agencies;
- State and local health service providers;

- Social service providers;
- Fair housing organizations;
- State and local governments;
- Public housing agencies;
- Affordable housing developers; and
- Other stakeholders in the amendment of the Citizen Participation Plan or the development of the AI or AFH, Consolidated Plan, Annual Action Plans.

Participating will be notified through mailings (including electronic mailings), online postings and public notices in the newspaper.

The City may also explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods, and the review of program performance as directed by the CDAC. All communication, public comments, and complaints concerning the Citizen Participation Plan and the Consolidated Plan Documents should be directed to:

CDBG Administrator
Community Development Department
440 Harcourt Ave, Seaside, CA 93955
Phone: (831) 648-6726
Email: CDBG@ci.seaside.ca.us

E. Citizen Participation Plan (CPP)

The City recognizes the importance of public participation in both defining and understanding current housing and community development needs and prioritizing resources to address those needs. The City's CPP is designed to encourage Seaside residents' equal access and involvement each year. The following describes the process and procedures related to the development of the CPP.

E.1 Plan Development

The City's CPP development procedures are outlined below.

a) *Plan Considerations*

The City is required to adopt a CPP that sets forth the jurisdiction's policies and procedures for citizen participation. The City must provide citizens with a reasonable opportunity to comment on the original CPP and any substantial amendments to the citizen participation plan, and must make the CPP publicly available. The CPP must be made available in a format accessible to persons with disabilities, upon request.

The CPP shall describe the jurisdiction's procedures for assessing its language needs and identify any need for translation of notices and other vital documents. At a minimum, the CPP shall require that the jurisdiction take reasonable steps to provide language assistance to ensure meaningful access by non-English-speaking residents of the community.

The City should explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation (e.g., use of focus groups and online engagement tools).

b) *Plan Review and Comment*

The draft CPP shall be made available for public review for a 30-day period. The CPP shall be provided in a format accessible to persons with disabilities upon request. This may include, but is not limited to providing oral, Braille, electronic or large print versions of the plan to those visually impaired, and delivering copies to those who are homebound. The CPP will encourage comment and participation by minority and non-English speakers. Publication of the plan will be advertised in non-English languages to the extent practical and translation services will be available upon request.

Written comments will be accepted by the Community Development Department CDBG Administrator or designee during the public review period. A summary of all written comments and those received during the public hearing as well as the City's responses will be attached to the CPP prior to submission to HUD.

c) *Public Hearing*

The City Council shall conduct a public hearing to accept oral public comments on the draft CPP. The City Council may approve or reject the CPP.

d) *Submittal to HUD*

The CPP shall be approved as a stand-alone document. The City shall then submit to HUD: the approved document, a summary of all comments received during the review period and during the public hearing, responses from City, and proof of compliance with the minimum 30-day public review and comment period requirement. A summary of any comments or views not accepted and the reasons therefore shall be supplied to HUD.

E.2 Amendments

The City shall amend the CPP using the following procedures, as needed:

a) *Amendment Considerations*

The City shall amend the CPP, as necessary, to ensure adequate engagement and involvement of the public in making decisions related to the programs and documents governed by Federal Regulation 24 CFR Part 91. Formal amendment of the CPP may be required should a provision of the CPP be found by the City to conflict with HUD regulations.

b) *Public Review and Comment*

Amendments to the CPP shall be made available for public review for a 30-day period. A public hearing shall be conducted by the City Council at a regularly scheduled meeting so that citizens may express their views. Written comments will be accepted by the Community Development Department CDBG Administrator or designee during the public review period. A summary of all written comments and those received during the public hearing as well as the City's responses will be attached to the amended CPP prior to submission to HUD.

Minor edits to the CPP, such as updating contact information or technical details about schedules and publications, will not constitute a "Substantial Amendment", and therefore, will not be released for public review and comment. Copies will be made available following the process described in Section J of this document.

c) Public Hearing

The City Council shall conduct a public hearing to review and accept public comments on the draft amendment to the CPP.

d) Submittal to HUD

A copy of the Amended CPP, including a summary of all comments received during the review period and during the public hearing, responses from City, and proof of compliance with the minimum 30-day public review and comment period requirement shall be submitted to HUD for their records. A summary of any comments or views not accepted and the reasons therefore shall be supplied to HUD as applicable.

F. Five-Year Consolidated Plan

The following paragraphs describe the policies and procedures for the development of the Five-Year Consolidated Plan. To comply with Federal Regulation 24 CFR Part 91.105(b), the information supplied in the draft Consolidated Plan for public review will include:

- Amount of assistance the City expects to receive (grant funds and program income)
- Range of activities that may be undertaken
- Estimated amount of funding that will benefit low- and moderate-income persons

The City shall also provide an assessment of community development and housing needs and identify short-and long-term community development objectives directed toward the provision of decent housing and the expansion of economic opportunities primarily for persons of low- and moderate-income.

The City will make this information available in the Consolidated Plan published for comment and review.

F.1 Plan Development

The City encourages the participation of residents and stakeholders in the development of the Consolidated Plan. The City shall follow the following procedure to prepare and adopt the Consolidated Plan:

a) Plan Considerations

When preparing the Consolidated Plan, the City must consult with:

- The Monterey County Continuum of Care (COC);
- Public and private agencies that address housing, health, social services, victim services, employment, or education needs of low-income individuals and families; homeless individuals and families (including homeless veterans); youth; and/or other persons with special needs;
- Publicly funded institutions and systems of care that may discharge persons into homelessness (such as health-care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and
- Business and civic leaders.

When preparing the portion of the Consolidated Plan concerning lead-based paint hazards, the City shall consult with state or local health and child welfare agencies and examine existing data related to lead-based paint hazards and poisonings, including health department data on the addresses of housing units in which children have been identified as lead poisoned.

When preparing the description of priority non-housing community development needs, the City must notify adjacent units of general local government, to the extent practicable. The non-housing community development plan must be submitted to the state and to the county.

The City will also consult with adjacent units of general local government, including local government agencies with metropolitan-wide planning responsibilities, particularly for problems and solutions that go beyond the City's jurisdiction.

The City will consult with the Monterey County Housing Authority, the local public housing agency (PHA) concerning consideration of public housing needs and planned programs and activities.

If the City becomes eligible to receive Emergency Solutions Grants (ESG), the City will consult with the Continuum of Care in determining how to allocate its ESG grant for eligible activities; in developing the performance standards for, and evaluating the outcomes of, projects and activities assisted by ESG funds; and in developing funding, policies, and procedures for the operation and administration of the Homeless Management Information System (HMIS).

A variety of mechanisms may be utilized to solicit input from these persons/service providers/agencies. These include telephone or personal interviews, focus groups, surveys, and consultation and community workshops.

b) Plan Review and Comment

The complete, draft Consolidated Plan shall be made available for public review for a 30-day period. The Consolidated Plan shall be provided in a format accessible to persons with disabilities upon request. Such formats may include, but are not limited to, providing oral, Braille, electronic or large print versions of the plan to those visually impaired and delivering copies to those who are homebound.

The plan will encourage comment and participation by minority and non-English speakers. Publication of the plan will be advertised in non-English languages as needed and translation services will be available upon request.

The plan will encourage comment and participation by low- and moderate-income residents, especially those living in low- and moderate-income neighborhoods, in areas where CDBG funds are proposed to be used and residents of public and assisted housing. Activities to encourage participation may include, but are not limited to, advertising publication of the Consolidated Plan in target areas, hosting community meetings in target areas, and making copies of the plan available in these neighborhoods. Copies will be made available following the process described in Section J of this document.

Written comments will be accepted by Community Development Department CDBG Administrator or designee during the public review period. A summary all comments received during the review period and during the public hearing as well as the City's responses will be attached to the Consolidated Plan prior to submission to HUD.

c) Public Hearing

The City Council shall conduct a public hearing to accept public comments on the draft Consolidated Plan. Section J describes the process for publishing the notice and conducting public hearings.

d) Submittal to HUD

The Consolidated Plan shall be submitted to HUD with a summary of all comments received during the review period and during the public hearing, responses from City, and proof of compliance with the minimum 30-day public review and comment period requirement.. A summary of any comments or views not accepted and the reasons therefore shall be supplied to HUD as applicable. The Consolidated Plan will be submitted to HUD 45 days before the program year pursuant to regulations, unless otherwise directed by HUD.

F.2 Consolidated Plan Amendment

The City shall follow the below procedure to complete substantial and minor amendments to the Consolidated Plan, as needed:

a) Amendment Considerations

The City shall substantially amend the Consolidated Plan if a “substantial change” is proposed by City staff or the City Council. For the purpose of the Consolidated Plan, a “substantial change” is defined as:

- The City adds or removes Consolidated Plan - Strategic Plan goals.

The City may make minor changes to the Consolidated Plan, as needed, so long as the changes do not constitute a substantial amendment as described above. Changes to numeric accomplishment goals within an existing strategic plan goal shall not constitute a substantial amendment. Such changes to the Consolidated Plan will not require public review or a public hearing.

b) Public Review and Comment

The City encourages residents and stakeholders to participate in the development of substantial amendments. Substantial Amendments to the Consolidated Plan shall be made available for public review for a 30-day period. Written comments will be accepted by the Community Development Department CDBG Administrator or designee during the public review period. A summary of the comments and the City’s responses to the comments will be attached to the Consolidated Plan Substantial Amendment.

The City will encourage participation from all residents, especially low- and moderate-income residents, minorities, non-English speakers and those with disabilities. The City will take efforts to make the plan accessible to all such groups. Copies will be made available following the process described in Section J of this document.

c) Public Hearing

The City Council shall conduct a public hearing to accept public comments on the draft amendment to the Consolidated Plan. Section J describes the process for publishing the notice and conducting public hearings.

d) Submittal to HUD

A copy of the Amended Consolidated Plan, including , a summary of all comments received during the review period and during the public hearing, responses from City, and proof of compliance with the minimum 30-day public review and comment period requirement shall be

submitted to HUD for their records. A summary of any comments or views not accepted and the reasons therefore shall be supplied to HUD as applicable.

G. Annual Action Plan (AAP)

The following describes the process and procedures related to the development of the AAP.

G.1 Plan Development

The City's procedures for preparing and adopting the AAP include:

a) *Plan Considerations*

In addition to local residents, the City will ensure that public (including City staff) and private agencies that provide the following services will be consulted in the development of the AAP:

- Health Services Providers
- Social Services for: Children, Elderly, Disabled, Homeless, Persons With AIDS
- State and Local Health Agencies
- Adjacent Local Governments
- Economic Development Interests
- Community and faith-based organizations
- Monterey County Housing Authority
- Housing developers

These persons/service providers/agencies will be contacted and brought into the process in the following manner:

- Every two years, the City will send a written Notice of Funding Availability (NOFA) to each cooperating department and nonprofit agency advising them that the planning cycle has begun for CDBG funds, and that the City is accepting project proposals.
- City staff will conduct outreach to special interest groups in Seaside, such as senior citizens and the disabled, and make presentations on the AAP to these groups where necessary.
- The City will conduct an eligibility analysis on all project proposals submitted and review the eligible proposals for service provider grants. The review for funding consideration will be conducted by the CDAC.

b) *Plan Review and Comment*

The draft AAP, incorporating the City's proposed uses of CDBG funds, shall be made available for public review for a 30-day period. The City will encourage participation from all residents, especially low- and moderate-income residents, minorities, and those with disabilities. The City will make the plan accessible to all such groups. Copies will be made available following the process described in Section J of this document.

Written comments will be accepted during public review period by the Community Development Department CDBG Administrator or designee. A summary of the comments and the City's responses to the comments will be attached to the draft Action Plan.

c) *Public Hearing*

The CDAC may hold a public meeting to discuss the eligible project proposals and funding recommendations to the City Council for both public service grant and capital outlay projects.

The City Council shall conduct one (1) public hearing to accept comments on the draft AAP which will be provided for public review for a 30-day period (see above).

The City Council shall approve or reject the AAP. Section J describes the process for publishing notice and conducting public hearings.

d) *Submittal to HUD*

Upon adoption of the AAP pursuant to HUD regulations, the City Council shall direct City staff to submit the Action Plan to HUD. Documents related to the public participation process, including copies of public notices and a summary of all public comments received, shall be attached to Action Plan. The Action Plan will be submitted to HUD at least 45 days before the program year pursuant to regulations, or as otherwise allowed or required by HUD.

G.2 Annual Action Plan Amendment

The City shall follow the following procedure to complete substantial and minor amendments to the AAP, as needed:

a) *Amendment Considerations*

The City shall substantially amend the AAP if a “substantial change” is proposed by City staff or the City Council. For the purpose of the Action Plan, a “substantial change” is defined as:

- Carrying out an activity not previously described in the AAP;
- Canceling an activity previously described in the AAP;
- Increasing or decreasing the amount to be expended on a particular activity from the amount stated in the AAP by more than 20 percent of the CDBG grant allocation for the program year; or
- Substantially changing the purpose, scope, location, or beneficiaries of an activity.

Changes in funding for an existing activity not amounting to more than 20 percent of the CDBG grant allocation for the program year will not be considered as a substantial change to the AAP; no formal amendment to the AAP requiring public review and comment will be warranted. However, City Council approval of the activity funding changes is still required.

b) *Public Review and Comment*

The City encourages citizen participation in the development of substantial amendments. Substantial Amendments to the AAP shall be made available for public review for a 30-day period. Written comments will be accepted during public review period. Comments should be directed to the Community Development Department CDBG Administrator or designee. A summary of the comments and the City’s responses to the comments will be attached to the Action Plan Substantial Amendment.

The City will encourage participation from all residents, especially low- and moderate-income residents, minorities, and those with disabilities. The City will take efforts to make the plan accessible to all such groups. Copies will be made available following the process described in Section J of this document.

c) *Public Hearing*

The City Council shall conduct a public hearing to review and consider the Substantial Amendment to the AAP. The City Council shall accept public comments on the Substantial Amendment to the Action Plan at the public hearing. After public comments are heard and considered by the City Council, the City Council shall approve, approve with modifications, or deny the request for a substantial amendment to the AAP. Section J describes the process for publishing the notice and conducting public hearings.

d) *Submittal to HUD*

A copy of the Substantial Amendment to the AAP along with documentation of the public participation process (i.e. public notices and public comments) shall be submitted to HUD for their records.

H. Consolidated Annual Performance and Evaluation Report (CAPER)

The following describes the process and procedures related to the development of the Consolidated Annual Performance and Evaluation Report (CAPER):

H.1 Plan Development

The City shall follow the following procedure in the drafting and adoption of the CAPER :

a) *Plan Considerations*

Staff will evaluate and report the accomplishments of the previous program year for CDBG, and will summarize expenditures that took place during the previous program year.

b) *Plan Review and Comment*

The City encourages citizen participation in the development of the CAPER. The draft CAPER shall be made available for public review for a 15-day period. Written comments will be accepted during public review period by the Community Development Department CDBG Administrator or designee. A summary of all comments received during the review period and during the public hearing and responses from City will be attached to the draft CAPER. Copies will be made available following the process described in Section J of this document.

c) *Submittal to HUD*

Upon completion of the public review period, City staff shall submit the CAPER to HUD. Documentation of the public participation process, including copies of public notices and a summary of all public comments received, shall be attached to the CAPER. The CAPER shall be submitted to HUD within 90 days following the end of the program year pursuant to regulations.

I. Analysis of Impediments (AI) or Assessment of Fair Housing (AFH)

The Analysis of Impediments to Fair Housing Choice (AI) or Assessment of Fair Housing (AFH) is a five-year plan completed by the City individually or as part of a local consortium of other HUD grantees pursuant to HUD guidance for the evaluation of local housing conditions, economics, policies and

practices and the extent to which these factors impact the range of housing choices and opportunities available to all residents in an environment free from discrimination. The following describes the process and procedures related to the development of the AI or AFH.

I.1 Plan Development

The City shall follow the following procedure in the drafting and adoption of the AI or AFH:

a) *Plan Considerations*

As soon as feasible after the start of the public participation process for the AI or AFH, the City will make the HUD-provided data and any other supplemental information available to residents, public agencies and other interested parties by posting the data on the City's website and referencing this information in public notices.

b) *Plan Review and Comment*

The draft AI or AFH shall be made available for public review for a 30-day period. Written comments will be accepted during public review period by the Community Development Department CDBG Administrator or designee. A summary of the comments and the City's responses to the comments will be attached to the draft AI or AFH. Copies will be made available following the process described in Section J of this document.

c) *Public Hearing*

The City Council shall conduct a public hearing to accept public comments on the draft AI or AFH. The City Council shall approve or reject the AI or AFH. Section J describes the process for publishing the notice and conducting public hearings.

d) *Submittal to HUD*

Upon adoption of an AI, the City shall retain the AI in its records and annually report on the status and disposition of the Fair Housing Plan recommendations.

Upon adoption of an AFH, the City shall submit the AFH to HUD for review and acceptance or rejection. The goals of the AFH shall be incorporated into the Consolidated Plan prior to submission of the Consolidated Plan to HUD.

I.2 AI or AFH Amendment

The City shall follow the following procedure to complete substantial amendments to AI or AFH, as needed.

a) *Amendment Considerations*

The City shall substantially amend the AI if a "substantial change" is proposed by City staff or the City Council. For the purpose of the AI, a "substantial change" is defined as the addition or deletion of Fair Housing Plan recommendations.

The City shall substantially amend the AFH if a "substantial change" is proposed by City staff, the City Council, or as otherwise required by HUD. An AFH that was previously accepted by HUD must be revised and submitted to HUD for review if a material change occurs. A material change is a change in circumstances in the jurisdiction of a program participant that affects the information on which the AFH is based to the extent that the analysis, the fair housing

contributing factors, or the priorities and goals of the AFH no longer reflect actual circumstances. Examples include

- Presidentially declared disasters (under title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act -42 U.S.C. 5121 et seq.) in the program participant's area that significantly impact the steps a program participant may need to take to affirmatively further fair housing;
- Significant demographic changes;
- New significant contributing factors in the participant's jurisdiction; and
- Civil rights findings, determinations, settlements (including Voluntary Compliance Agreements), or court orders, or upon HUD's written notification specifying a material change that requires the revision.

A revision to the AFH consists of preparing and submitting amended analyses, assessments, priorities, and goals that take into account the material change, including any new fair housing issues and contributing factors that may arise as a result of the material change.

b) Public Review and Comment

The City encourages residents and stakeholders to participate in the development of substantial amendments. Substantial Amendments to the AI or AFH shall be made available for public review for a 30-day period. Written comments will be accepted by the Community Development Department CDBG Administrator or designee during the public review period. A summary of the comments and the City's responses to the comments will be attached to the Consolidated Plan Substantial Amendment.

The City will encourage participation from all residents, especially low- and moderate-income residents, minorities, and those with disabilities. The City will take efforts to make the plan accessible to all such groups. Copies will be made available following the process described in Section J of this document.

c) Public Hearing

The City Council shall conduct a public hearing to accept public comments on the draft amendment to the AI or AFH. The City Council may approve or reject the amendment to the AI or AFH. A revised AFH must be submitted within 12 months of the onset of a material change that triggers a "Substantial Amendment," or at such later date as HUD may specify. Section J describes the process for publishing the notice and conducting public hearings.

J. Public Hearings, Notification and Access

The following policies and procedures outlining the public hearing process and public hearing notification apply to the development and substantial amendment of the Consolidated Plan, CPP, AAP, CAPER, and AI or AFH.

J.1 Public Meetings and Hearings

a) Public Hearing Process

In accordance with the regulations, the minimum annual number of public hearings at which citizens may express their views concerning the Consolidated Plan Documents shall be two (2) public hearings. These public hearings shall occur at two different points during the program

year. Additional public hearings and comment periods will be held in the development of the AFH or AI and the Consolidated Plan for 2025-2029 and in the event of substantial amendments to the CPP, Consolidated Plan, AFH or AI, or AAP become necessary as described later in this document.

The City, at its discretion, may conduct additional outreach, public meetings or public hearings as necessary to foster citizen access and engagement.

b) Public Hearing Notification

Staff will ensure adequate advance notice of all public meetings and hearings. Notices will be printed/posted at least 10 calendar days prior to the meeting date. Adequate noticing will include:

- Printing a public notice in a newspaper(s) of general circulation in the City;
- Display copies of notices on the City's website; and
- Posting notices at City Hall and at the Seaside Public Library.

Notices will include information on the subject and topic of the meeting including summaries when possible and appropriate to properly inform the public of the meeting. Notices will be published in other non-English languages as needed and will be accessible to those with disabilities. Meeting locations and access is described below.

J.2 Documents for Public Review

Staff will ensure adequate advanced notice of all public review/comment periods. Notices will be printed/posted prior to the commencement of the public review period alerting residents of the documents for review and providing a summary of the contents of the documents to include information on the content and purpose of the document and the list of locations where copies of the entire draft document(s) may be reviewed. The public comment period for each Consolidated Plan document and substantial amendment to each document subject to public review is listed below:

Document	Length of Public Comment Period
Consolidated Plan	30 Days
AAP	30 Days
CAPER	15 Days
AI or AFH	30 Days
CPP	30 Days

The City will ensure that documents are available for disabled and non-English speaking residents upon request. Adequate noticing will include:

- Printing a public notice in a newspaper(s) of general circulation in the City;
- Display copies of notices on the City's website; and
- Posting notices at City Hall and at the Seaside Public Library.

The City will place an adequate supply of draft copies of each document and substantial amendments to each document subject to public review at the following locations:

City Hall - Community Development Department 440 Harcourt Ave Seaside, California 93955	Seaside Public Library 550 Harcourt Ave Seaside, California 93955
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Materials will also be posted to the City website at: www.ci.seaside.ca.us/CDBG. All printed reports and materials shall be made available in a form accessible to persons with disabilities, upon request.

J.3 Access to Meetings

Unless otherwise noted, Public Hearings requiring City Council action will be conducted at a Seaside City Council Meeting at 5:00 P.M. at the Seaside City Hall Council Chambers (440 Harcourt Ave, Seaside, California 93955). For public hearings not requiring City Council participation, the City will make every reasonable effort to conduct such hearings in the low- and moderate-income target areas and at times accessible and convenient to potential and actual beneficiaries.

Efforts to ensure this may include, but are not limited to, scheduling meetings in target neighborhoods, scheduling meetings during the evening and on weekends and requesting feedback from neighborhood groups and stakeholders for guidance in effective meeting scheduling. Such hearings will be posted and advertised to allow sufficient notice to all interested persons.

Translations may be available at all public hearings if the Community Development Department CDBG Administrator receives such a request at least 48 hours prior to the public hearing.

It is the intention of the City to comply with the Americans with Disabilities Act (ADA) in all respects. If an attendee or participant at a public hearing needs special assistance beyond what is normally provided, the City will attempt to accommodate these people in every reasonable manner. Efforts may include, but are not limited to, accessible seating, video recording for those homebound, sign language services and production of written transcripts. The City's Community Development Department CDBG Administrator must be notified at least 48 hours prior to the public hearing. The Community Development Department CDBG Administrator may be reached at:

CDBG Administrator
Community Development Department
440 Harcourt Ave
Seaside, CA 93955
Phone: (831) 648-6726
Email: CDBG@ci.seaside.ca.us

J.4 Access to Consolidated Plan Documents and Records

All approved Consolidated Plan Documents, and any approved amendments thereto, will be kept on file by the City at the City Hall Community Development Department (440 Harcourt Ave, Seaside, California 93955), online at: www.ci.seaside.ca.us/CDBG and can be made available to those requesting the plan. The Consolidated Plan Documents shall be provided in a format accessible to persons with disabilities upon request. Such formats may include, but are not limited to, providing oral, Braille, electronic or large print versions of the plan to those visually impaired and delivering copies to those who are homebound. Upon request, the Consolidated Plan Documents or summaries of those documents will be made available in an accessible manner to those with disabilities.

The City will ensure timely and reasonable access to information and records related to the development of the Consolidated Plan Documents, and the use of HUD CPD funds from the preceding five years. Information to be made available will include budget and program performance information, meeting minutes, and comments received by the City during the development of the Consolidated Plan and its supporting documents.

Requests for information and records must be made to the City in writing. Staff will respond to such requests within 15 working days or as soon as possible thereafter.

K. Technical Assistance

Upon request, staff will provide technical assistance to groups representing extremely-low, low-, and moderate-income persons to develop funding requests for HUD eligible activities. Technical assistance will be provided as follows:

- Establish an annual project proposal submission and review cycle (Notice of Funds Availability, or "NOFA") that provides information, instructions, forms and advice to interested extremely low-, low- and moderate-income citizens or representative groups so that they can have reasonable access to the funding consideration process.
- Provide self-explanatory project proposal forms and instructions to all persons who request them whether by telephone or by letter. The City's funding application form is designed to be easily understood and short, while still addressing all key items necessary to assess the proposed project. Statistics concerning specific areas of the City are furnished by City staff upon request.
- Answer, in writing, all written questions and answer verbally all verbal inquiries received from citizens or representative groups regarding how to write or submit eligible project proposals.
- Meet with groups or individuals as requested, to assist in identifying specific needs and to assist in preparing project proposal applications.
- Obtain information in the form of completed project proposal forms from citizens or non-profit agencies and assemble a list of proposals available for public review.
- Conduct a project eligibility analysis to determine, at an early stage, the eligibility of each project. In cases where only minor adjustments are needed to make proposals eligible or otherwise practical, City staff will advise the applicants on the options available and desired changes to the proposals.
- Provide bilingual translation on an as needed basis.

To request technical assistance, please contact the Community Development Department CDBG Administrator at:

CDBG Administrator
Community Development Department
440 Harcourt Ave, Seaside, CA 93955
Phone: (831) 648-6726
Email: CDBG@ci.seaside.ca.us

L. Comments and Complaints

L.1 Comments

Citizens or the City government, as well as agencies providing services to the community, are encouraged to state or submit their comments in the development of the Consolidated Plan Documents and any amendments to the Consolidated Plan. Written and verbal comments received at public hearings or during the comment period, will be considered and summarized, and included as an attachment to the City's final Consolidated Plan. Written comments should be addressed to:

CDBG Administrator
Community Development Department
440 Harcourt Ave, Seaside, CA 93955
Phone: (831) 648-6726
Email: CDBG@ci.seaside.ca.us

A written response will be made to all written comments within ten working days, acknowledging the letter and identifying a plan of action, if necessary. Every effort will be made to send a complete response within 15 working days to those who submit written proposals or comments.

Copies of the complete final Consolidated Plan and amendments to it will be available to residents at the following locations:

CDBG Administrator
Community Development Department
440 Harcourt Ave, Seaside, CA 93955
Phone: (831) 648-6726
Email: CDBG@ci.seaside.ca.us

L.2 Complaints

A complaint regarding the Consolidated Planning process and Consolidated Plan amendments must be submitted in writing to the Community Development Department CDBG Administrator. A written response will be made to written complaints within 15 working days, acknowledging the letter and identifying a plan of action, if necessary.

The City will accept written complaints provided they specify:

- The description of the objection, and supporting facts and data; and
- Provide name, address, telephone number, and a date of complaint.

M. Language Access

When a significant number of people speak and read a primary language other than English, translation services at public hearings will be provided in such language if translation services are requested in advance at least 48 hours prior to the public meeting. Requests should be addressed to the Community Development Department CDBG Administrator. The Community Development Department CDBG Administrator may be reached at:

CDBG Administrator
Community Development Department
440 Harcourt Ave, Seaside, CA 93955
Phone: (831) 648-6726
Email: CDBG@ci.seaside.ca.us

N. Appeals

Appeals concerning the Consolidated Plan, statements, or recommendations of the staff should be made to the following persons in the order presented:

- Community Development Director
- City Manager
- City Council
- San Francisco Area Office of HUD (if concerns are not answered)

O. Disaster

It may be necessary to make expedited amendments to the ConPlan and/or Annual AP in the event of a declared disaster or emergency. There are three types of disasters/emergency events identified by HUD that may necessitate an expedited substantial amendment process including:

1. Man-Made-disasters - can include, but are not limited to, chemical spills, mass rioting, power outages, plant explosions, etc.
2. Natural disasters - can include, but are not limited to, earthquakes, tsunamis, wild fires, flooding and public health concerns, such as wide-spread disease including the recent coronavirus disease 2019 (COVID-19).
3. Terrorism events - include, but are not limited to, bomb threats, biochemical attacks, cyberattacks, phishing, and virus distribution, etc.

Such expedited amendments may include funding new activities, and/or reprogramming funds, and/or canceling existing activities to meet the needs resulting from a declared disaster or emergency. Therefore, the City may make substantial amendments to its CDBG and HOME programs with a 5-day public review/comment period instead of the normal 30-day period. Any substantial amendments shall be available for public review electronically at www.ci.seaside.ca.us/CDBG, or will be emailed upon request. Hard copies will not be available if City buildings are closed to the public due to an emergency

P. Displacement Policy

The City intends to avoid, to the greatest extent feasible, the involuntary displacement of any persons, property or businesses as a result of CDBG activities. All efforts to minimize involuntary displacement will be carried out by designing activities in such a way that displacement is avoided, except in extraordinary circumstances where no feasible alternatives to displacement are available if the City's community development objectives are to be met. Should involuntary displacement become necessary under such circumstances, relocation will be administered in accordance with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) and 24 CFR 570.606(b); and (b)

the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the HUD Act. The policies and requirements of these laws are described in HUD handbook 1378.

DRAFT



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Sheri Damon, City Attorney

DATE: December 2, 2021

**SUBJECT: ADOPT RESOLUTION AMENDING THE CITY ATTORNEY'S
CONTRACT TO SHOW AN ANNUAL SALARY OF \$211,200.00
AND APPROVE FISCAL YEAR 2021-2022 BUDGET AMENDMENT**

RECOMMENDATION

Adopt a resolution authorizing salary and benefit amendments to the City Attorney's Employment Contract and approve the 2021-2022 budget amendment.

BACKGROUND

City Attorney Sheri Damon's employment contract was approved on September 19, 2019, and she became City Attorney on January 1, 2020. The Employment Agreement provides that the City may adjust the City Attorney's salary at a regularly held meeting. The City Attorney currently makes \$192,000.00 per year and this will be a ten percent salary adjustment for the City Attorney to \$211,200.00 per year with the added benefit of receiving the benefits provided to other executive management employees, including, but not limited to, longevity pay. The total annualized cost of the increase is \$28,665.86. The budget amendment request is for \$16,721.75 to cover the seven months left in the fiscal year starting with December.

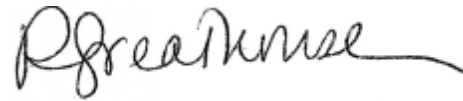
FISCAL IMPACT

The 2021-2022 Budget amendment is for \$16,721.75 to cover the seven months left in the fiscal year starting with December.

ATTACHMENTS

1. Resolution - Contract amendment
 2. Employment Agreement
 3. Budget Amendments FY22 as of 12.02.21
-

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 MODIFYING CITY ATTORNEY SHERI DAMON'S EMPLOYMENT CONTRACT AND AMENDING THE 2021-2022 BUDGET

RECITALS

- A. On or about September 19, 2019, the City of Seaside ("CITY") and Sheri L. Damon ("EMPLOYEE") entered in an Employment Agreement.
- B. Section 1 C. of the Employment Agreement allows for modification of the agreement by written mutual agreement by CITY and EMPLOYEE.
- C. CITY and EMPLOYEE wish to modify the Employment Agreement, attached as Exhibit A, dated September 19, 2019 as set forth below.

NOW, THEREFORE, BE IT RESOLVED that effective December 2, 2021, the City Council of the City of Seaside:

A. Hereby modifies the City Attorney's Employment Agreement as follows:

- 1. SECTION 3A.1. The provisions referring to monthly wage and annual salary shall be modified to reflect an annual salary of Two Hundred Eleven thousand and two hundred dollars (\$211,200).
- 2. SECTION 3C.1. The City shall provide all the same type and extent of pay adjustments and benefits provided to CITY'S other Executive Management employees, including but not limited to health insurance, hospitalization, life and disability insurance, and longevity pay, as such pay adjustments and benefits may be amended from time to time.

B. Further directs the Finance Director to amend the 2021-2022 Budget to reflect the updated costs.

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

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

**CITY OF SEASIDE CITY ATTORNEY
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 19th day of September, 2019, between SHERI DAMON (hereinafter "DAMON") and the City of Seaside, a municipal corporation of the State of California, and other related entities of the City of Seaside (hereinafter "CITY"), collectively hereinafter referred to as "PARTIES", and is based on the following facts:

- A. CITY requires the services of a City Attorney to assist the CITY on a full-time basis to provide legal advice and consultation on all matters relating to the normal day-to-day business of CITY to the City Council, City Manager, agencies, boards, commissions, committees, and officers of CITY and as requested by the City Council or the City Manager.
- B. DAMON is willing and qualified to provide such services due to her experience, training, and education.

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

SECTION 1. TERM, UNDERSTANDING, AMENDMENT

- A. The term of this Agreement shall commence upon the signature of both PARTIES and continue unless terminated pursuant to SECTION FOUR of this Agreement. DAMON agrees to begin work as City Attorney on December 28, 2019.
- B. The PARTIES recognize and affirm that:
 - 1. DAMON is an "at-will" employee whose employment may be terminated by the City Council without cause; and
 - 2. There is no express or implied promise made to DAMON for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between DAMON and CITY.
- C. The PARTIES may, upon mutual consent and agreement, amend the terms of this Agreement. No amendment shall be in effect unless it has been reduced to writing and approved by DAMON and the City Council.
- D. DAMON will be evaluated by the City Council after her first six (6) months from the effective date of this contract and after that at least annually. The City Council and DAMON will agree upon a set of goals and objectives to be obtained for each review period and as part of each performance evaluation DAMON shall submit a written statement of accomplishments for the preceding period, and planned work objectives for the forthcoming period, to the City Council prior to the performance evaluation meeting.

SECTION 2: DUTIES

- A. CITY agrees to employ DAMON as City Attorney of the CITY to perform the functions and duties specified in the ordinances and resolutions of CITY and to perform other legally permissible and proper duties and functions as the City Council may from time to time assign.
- B. DAMON may, with consent of the City Council, directly contract for administrative assistance for the City Attorney's office in an amount not to exceed \$50,000.
- C. DAMON is authorized to monitor and direct all outside legal counsel and in matters where either the CITY or DAMON feel effective representation requires special legal counsel, DAMON has the authorization to select, engage and monitor special legal counsel in consultation and at the direction of the City Council.
- D. DAMON shall perform all duties in accordance with the highest professional and ethical standards of the profession and shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders established by CITY.
- E. DAMON shall not engage in any activity which is, or may become, a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this agreement and annually thereafter, DAMON must complete disclosure forms required by law.
- F. DAMON shall not, without the City Council's prior written consent, render to others services of any kind for compensation or engage in any other activity that would materially interfere with her performance of her duties under this Agreement. By execution of this contract, the City Council explicitly consents that DAMON may provide legal services to others that do not conflict, or appear to conflict, with her legal or ethical duties to the CITY. DAMON may continue her employment relationships with In Shape Health Clubs and 24 Hour Fitness to teach group fitness classes.
- G. DAMON agrees to diligently carry out the work to be done under this Agreement and understands that in the performance of this Agreement, DAMON'S availability and responsiveness are critical.
- H. DAMON represents that she has the professional skills necessary to perform, and that she will perform, the services in a skillful and professional manner.

SECTION 3: COMPENSATION FOR SERVICES PERFORMED

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

A. SALARY:

1. CITY shall pay a monthly wage of \$16,000 per month gross pay. The sum shall be \$192,000 annual salary. This position is exempt under the Fair Labor and Standards Act

(FLSA) and therefore DAMON will not be paid overtime compensation for any hours worked in excess of forty (40) hours per week. Payments for performance of services rendered will occur on a bi-weekly basis at the same time as regular employees of the City. Taxes and other legally required deductions will be deducted from DAMON'S compensation under this agreement.

2. It is recognized that DAMON must devote a great deal of time outside normal business hours to the business of CITY, and to that end DAMON will be allowed to take reasonable compensatory time off as she shall deem appropriate during normal business hours. However, it is the intent of the City Council that DAMON customarily maintains normal CITY business hours. DAMON may undertake limited consulting, teaching, writing or other such opportunities outside normal business hours, so long as the opportunities in no way conflict with her employment as City Attorney and are preceded by written notice to the City Council.

B. SALARY ADJUSTMENT:

CITY may adjust DAMON'S salary at a regularly scheduled meeting of the City Council.

C. SUPPLEMENTAL BENEFITS:

1. CITY shall provide the same type and extent of health, hospitalization, surgical, vision, dental and comprehensive medical insurance benefits for DAMON and her dependents as provide to CITY'S other Executive Management employees as such benefits may be amended from time to time.

2. CITY shall make a matching contribution to DAMON's deferred compensation plan in the amount of \$166.67 per month (\$2,000 annually).

3. DAMON will accrue sick leave and vacation time on a bi-weekly basis at the same rate as the CITY'S Executive Management employees.

4. DAMON shall receive forty (40) hours of management leave annually to be paid to DAMON at her option.

5. DAMON will receive forty (40) hours of administrative leave annually. Administrative leave has no cash value and must be used within the calendar year earned or it is lost.

6. Upon resignation or termination of DAMON will be compensated for any accrued vacation time and management leave on the books on the date of termination or resignation.

7. CITY shall provide DAMON long-term disability coverage. DAMON shall pay any employee contribution at the same level as other management employees.

8. CITY shall provide DAMON with term life insurance in the amount of two (2) times DAMON'S annual salary including all increases in DAMON'S base salary. DAMON shall pay any employee contribution at the same level as other management employees.
9. CITY shall enroll DAMON in the "2% at 55" CalPERS retirement system plan and shall make the employer contributions. DAMON shall pay any employee contribution at the same level as other management employees.
10. CITY agrees to pay for reasonable city-related business expenses incurred by DAMON in accordance with CITY policy.
11. CITY agrees to furnish DAMON with a computer, smartphone, and software for her use in performance of her job-related activities.
12. CITY shall pay or reimburse such professional licenses, dues, subscriptions and memberships to such organizations or agencies as DAMON shall determine necessary to maintain professional relationships in appropriate national, regional, state and local associations as deemed desirable for continued professional growth, advancement and benefit to CITY.
13. CITY shall encourage attendance at the League of California Cities City Attorney conferences and participation in other City Attorney organizations and shall pay or reimburse DAMON for continuing legal education.
15. With these exceptions all other actions taken by CITY relating to benefits for executive management employees shall be considered actions granting the same benefits to DAMON. As used herein benefits include, but are not limited to, paid holidays, retirement benefits and payments, health insurance, vision insurance, dental insurance and life insurance.

SECTION 4: RESIGNATION, TERMINATION AND SEVERANCE

- A. DAMON may resign at any time upon providing CITY with at least thirty (30) days advance written notice of the effective date of her resignation. Upon receipt of such notice from DAMON, CITY may determine in its sole discretion that DAMON'S service shall be continued for an additional thirty (30) days to adequately transition any ongoing work to CITY'S new permanent or interim City Attorney. DAMON shall during such continuation period perform sufficient work pursuant to the terms and conditions of this Agreement in order to provide for an orderly transition. In the event DAMON terminates this Agreement prior to one year, DAMON shall only be entitled to compensation for the services performed up to the date of such termination, it being understood that any payments are full compensation for the services rendered under this Agreement.
- B. The City Council may at any time terminate DAMON upon thirty (30) days advance written notice.
- C. In the event DAMON is terminated by the CITY during such time DAMON is willing and able to perform the duties of City Attorney, then in that event, CITY agrees to pay DAMON

at the time of receipt of her last paycheck a lump sum cash payment equal to four (4) months of aggregate salary beginning on January 1, 2020, to increase by one (1) month annually to a maximum of six (6) months. Following termination, the City will continue to provide and pay for the benefits set forth in Section 3, Paragraph 1, for the same number of months as the term of the severance pay. However, in the event Employee is terminated because of his/her malfeasance in office, gross misconduct, conviction for a felony, or conviction for an illegal act involving personal gain to Employee, then Employer shall have no obligation to pay the termination benefits.

- D. In the event DAMON is terminated for cause, or terminated without cause during her first six months from the effective date of this contract, the City shall have no obligation to pay the severance as set forth in paragraph C above.
- E. Any deliberations and decision by CITY regarding the termination of DAMON'S services shall be made in closed session in accordance with the Ralph M. Brown Act. Except where DAMON is charged with or alleged to have committed criminal misconduct or acts involving moral turpitude, if CITY has decided to terminate DAMON'S services CITY shall provide DAMON the opportunity to resign in lieu of being terminated, and the parties shall cooperate regarding public announcements regarding DAMON'S separation from CITY.
- F. If a breach of contract is declared by either CITY or DAMON written notice of the breach shall be delivered to the parties as set forth in SECTION 11 of this Agreement, and there shall be a thirty (30) day "cure period" from the date of delivery of said notice for CITY or DAMON to remedy the breach.

SECTION 5: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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

SECTION 6: INSURANCE

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

SECTION 7: CONFLICT OF INTEREST

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

SECTION 9: ASSIGNMENT

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

SECTION 10: MISCELLANEOUS PROVISIONS

- A. WAIVER: The acceptance of any services or the payment of any money by CITY shall not operate as a waiver of any provision hereof, or of any right to damages or indemnity stated herein. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.
- B. MODIFICATION: No waiver or modification of this Agreement is valid unless made in writing and signed by all parties.
- C. SEVERABILITY: In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable the remaining provisions shall not be affected.
- D. ENTIRE AGREEMENT: This Agreement sets forth the entire understanding between the parties.
- E. HEADINGS: Paragraph headings are used for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.
- F. ATTORNEYS FEES AND VENUE: Should any party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.
- G. CHOICE OF LAW: This Agreement is governed by and to be construed in accordance with the laws of the State of California.
- H. CONFIDENTIALITY: DAMON agrees to maintain in confidence and not disclose to any person, firm, governmental entity, or corporation, without CITY'S prior written consent, any trade secret or confidential information. The covenants contained in this section shall survive the termination of this Agreement for whatever cause.
- I. ARMS LENGTH NEGOTIATIONS: This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code § 1654) or legal decision that would require interpretation of the ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties in this Agreement.

- J. INDEMNIFICATION & DUTY TO DEFEND: Except as otherwise permitted, provided, limited or required by law, including without limitation California Government Code Sections 825, 995, and 995.2 through 995.8, the City will defend and pay any costs and judgments assessed against DAMON arising out of an act or omission by DAMON occurring in the course and scope of DAMON'S performance of her duties under this Agreement, except for civil, criminal or administrative actions solely and recklessly initiated by DAMON. However, in the event CITY provides funds for legal criminal defense pursuant to this section and terms of the Government Code, DAMON shall reimburse the CITY for such legal criminal defense funds if DAMON is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243 - 53243.4.

SECTION 11: NOTICES

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

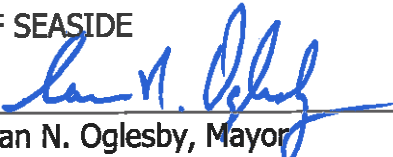
Mayor
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

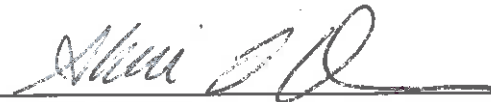
SHERI DAMON
618 Swanton Road
Davenport, California 95017

With an email copy provided to sldamon@icloud.com

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

CITY OF SEASIDE

By: 
Ian N. Oglesby, Mayor


SHERI DAMON

ATTEST:


Lesley Milton-Rerig
Assistant City Manager/City Clerk

City of Seaside
FY 22 Running Budget totals - budget amendments
As of 11/18/2021

Operating Budget		Approval Date
Adopted Surplus	\$ 107,278.00	6/17/2021
Less:		
MCWD Application	(40,000.00)	8/19/2021
Forklift	(35,027.00)	9/2/2021
Disaster Kleanup	(50,000.00)	10/7/2021
Parking Enforcemnt Vehicle	(80,525.67)	11/4/2021
Increase CSS grant	(105,459.00)	pending
Increase City Attorney - personnel budget	(16,721.75)	pending
Increase Economic Development - personnel budget	(67,609.83)	pending

Running total surplus/ (deficit): \$ (288,065.25)

Capital Budget/Unassigned Fund Balance		Approval Date
Projected Unassigned Fund Balance	\$ 12,966,234.00	6/17/2021
Less:		
Highland Otis Park	(62,669.00)	8/19/2021
Ellis Park	(390,818.00)	10/7/2021
Parking Lot	(1,240,000.00)	10/7/2021
Laguna Grande Improvements	(55,100.00)	11/18/2021
Less:		
Operating deficit	(288,065.25)	

Running total, Unassigned Fund Balance: 10,929,581.75

Notes: Operating deficits are paid from unassigned fund balance.

Use of unassigned fund balance will also impact the 5 year forecast presented at the time of budget adoption.



CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ben Nurse, Housing Program Manager
Beth Rocha, Senior Planner

DATE: December 2, 2021

**SUBJECT: DISCUSSION ON THE REVIEW AND ANALYSIS OF SENATE BILL
9 AND THE IMPACTS ON THE CITY OF SEASIDE'S MUNICIPAL
CODE**

RECOMMENDATION

Review SB 9 Requirements, discuss policy considerations, and provide direction to staff.

BACKGROUND

On September 16, 2021, Governor Gavin Newsom signed bipartisan legislation intended to expand housing production in California, streamline the process for cities to zone for multi-family housing, and increase residential density, all in an effort to help ease California's housing shortage.

SB 9, the California Housing Opportunity and More Efficiency ("HOME") Act, facilitates the process for homeowners to subdivide their current residential lot and/or build a duplex. SB 9 mandates ministerial approval, without discretionary review or hearings, of duplex residential development on single-family zoned parcels.

The bill contains many limitations, some of which may or may not apply to properties in Seaside, including but not limited to the following:

- limitations on existing structure demolition
- historic districts restrictions
- development standards: setbacks, parking, floor area

Staff has analyzed the bill and will make a presentation on its impact on the City of Seaside during this Council Meeting.

SB 9 Requirements For Both Duplex on SFR Lot or Lot Splits:

Must ministerially approve up to two units or Subdivision (lot split) in SFR zone without discretionary review or hearing if the project meets these criteria:

- Property is located in an existing urbanized area or urban cluster.
- Is located within a single-family residential zone.
- Not in a floodplain, earthquake fault zone, conservation land, or a habitat for a protected species.
- Not a historic landmark or in a historic district.
- Ellis Act was not used to evict tenants on any buildings on the property within the last 15 years. This rule does not apply to community land trusts.
- Fire Zones: Cannot use SB 9 on land within a very high fire hazard severity zone, unless the development complies with state mitigation requirements (none in Seaside).
- No setback is required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.
- Minimum Setback: Four feet, or smaller if the City chooses.
- CEQA does not apply to duplex or lot split approvals or ordinances implementing duplex and lot split provisions. SB 9 ordinance shall not be considered a project.
- May require one off-street parking space per unit, except the City can't impose parking requirements if: (1) The parcel is located within one-half mile walking distance of route that stops every 15 minutes or less during rush hour or (2) A car share vehicle is located within one block of the parcel.
- Can't reject an application solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance (i.e., to be sold separately).

Rental Housing:

- Cannot demolish or alter housing that currently has a tenant or has previously had a tenant in the last 3 years.
- Cannot remove more than 25% of the exterior walls of a tenanted building even if the rental unit is not altered.
- Affordable housing or rent-controlled buildings on the property cannot be demolished.
- Homes created by SB 9 can be sold or rented.
- Short Term Rentals are not allowed: The minimum rental is 30 days.

For Lot Splits Only:

Must ministerially approve Subdivision (lot split) in Single Family Residential zone

without discretionary review or hearing if project meets these criteria:

- If it conforms to applicable objective requirements of the Subdivision Map Act, except as otherwise expressly provided in SB 9.
- Shall not require dedications of rights-of-way or construction of offsite improvements as a condition of issuing a parcel map for an urban lot split.
- Minimum lot size: Each newly created parcel must be no smaller than 1,200 square feet. The new lot created by SB 9 lot split must contain 40-60% of the original lot (requires 2,400 SF or larger lots).
- One lot split only: Lots created by a SB 9 lot split cannot be further divided. Owners cannot use SB 9 to split adjacent lots.
- Objective zoning, subdivision, and objective design review standards applicable to a parcel created by an urban lot split, must allow at least 2 units per parcel and at least 800 SF per unit.
- Lot splits created using SB 9 are limited to residential uses only. Shall not require, as a condition for approval of an urban lot split, the correction of nonconforming zoning conditions.
- Shall include the number of applications for parcel maps for urban lot splits using SB 9 in the annual housing element report.
- Owner Occupancy is required: Require an applicant for urban lot split to sign an affidavit stating that the applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of the approval of the urban lot split.
- This section shall not apply to an applicant that is a "community land trust," or is a "qualified nonprofit corporation".
- Shall not impose additional owner occupancy standards, other than provided for in this subdivision, on an urban lot split.
- Coastal Act applies: SB 9 does not supersede or alter or lessen the effect or application of the CA Coastal Act, except that the City is not required to hold public hearings for coastal development permit applications for urban lot splits.
- Allows map extensions for up to 24 months rather than 12 months if allowed by local ordinance and extends expiration by 4 years rather than three for phased maps that have constructed off-site improvement.

City Council's SB 9 Possible Policy Options

- May impose objective zoning standards, objective subdivision
- May allow demolition of more than 25% of existing exterior walls: (1) by local ordinance (2) if site not occupied by a tenant in the last three years
- Standards and objective design review standards applicable to a parcel created by an urban lot split, as long as at least two units per parcel and at least 800 SF per unit are allowed.
- May adopt an ordinance to implement SB 9 provisions. Such Ordinance shall not be considered a project for CEQA.

- May deny an urban lot split if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, upon public health and safety or the physical environment and has no feasible satisfactory mitigation.
- May require one off-street parking space per unit, except the City cannot impose parking requirements if: (1) The parcel is located within one-half mile walking distance of bus routes that stop every 15 minutes or less during rush hour or (2) A car share vehicle is located within one block of the parcel.
- CA Coastal Act: May choose to hold public hearings for coastal development permit applications for urban lot splits, not required.
- May extend expiration date of tentative map approval within limits noted in Sec. 66452.6 amended.
- May permit more than two units on a parcel created using SB 9, including ADUS & JADUs, not required to do so.
- Not required to permit ADUs or JADUs on parcels created using both duplex provision and urban lot split provision.
- Not required to allow ADU or JADUs on a lot if already has 2 units of any kind on the lot. (a "unit" means any dwelling unit, including, but not limited to, a primary dwelling, an accessory dwelling, or a junior accessory dwelling unit. ADU counts toward maximum number of two homes per lot for split lots.)

Summary of SB 9 Policy Options for Consideration

1. Smaller minimum lot sizes
2. Smaller setbacks
3. Parking requirement
4. Percolation test for septic
5. Adopting objective standards
6. Adopting SB 9 ordinance
7. Allowing demolition of more than 25%
8. Permitting more than two units on a SB 9 created parcel
9. Allowing ADUs or JADUs on parcels created using both duplex and urban lot split provision
10. Allowing ADU or JADUs on a lot already with two units on the lot
11. Holding public hearings for coastal development permit
12. Extending expiration date of tentative map

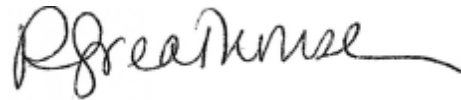
FISCAL IMPACT

None

ATTACHMENTS

1. Attachment 1: SB 9 Bill Text
 2. Attachment 2: SB 9 Senate Floor Analysis
-

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

[Home](#)[Bill Information](#)[California Law](#)[Publications](#)[Other Resources](#)[My Subscriptions](#)[My Favorites](#)**SB-9 Housing development: approvals.** (2021-2022)

SHARE THIS:



Date Published: 09/17/2021 09:00 PM

Senate Bill No. 9**CHAPTER 162**

An act to amend Section 66452.6 of, and to add Sections 65852.21 and 66411.7 to, the Government Code, relating to land use.

[Approved by Governor September 16, 2021. Filed with Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

SB 9, Atkins. Housing development: approvals.

The Planning and Zoning Law provides for the creation of accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions.

This bill, among other things, would require a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements, including, but not limited to, that the proposed housing development would not require demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the proposed housing development does not allow for the demolition of more than 25% of the existing exterior structural walls, except as provided, and that the development is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

The bill would set forth what a local agency can and cannot require in approving the construction of 2 residential units, including, but not limited to, authorizing a local agency to impose objective zoning standards, objective subdivision standards, and objective design standards, as defined, unless those standards would have the effect of physically precluding the construction of up to 2 units or physically precluding either of the 2 units from being at least 800 square feet in floor area, prohibiting the imposition of setback requirements under certain circumstances, and setting maximum setback requirements under all other circumstances.

The Subdivision Map Act vests the authority to regulate and control the design and improvement of subdivisions in the legislative body of a local agency and sets forth procedures governing the local agency's processing, approval, conditional approval or disapproval, and filing of tentative, final, and parcel maps, and the modification of those maps. Under the Subdivision Map Act, an approved or conditionally approved tentative map expires 24 months after its approval or conditional approval or after any additional period of time as prescribed by local ordinance, not to exceed an additional 12 months, except as provided.

This bill, among other things, would require a local agency to ministerially approve a parcel map for an urban lot split that meets certain requirements, including, but not limited to, that the urban lot split would not require the demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the parcel is located within a single-family residential zone, and that the parcel is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

The bill would set forth what a local agency can and cannot require in approving an urban lot split, including, but not limited to, authorizing a local agency to impose objective zoning standards, objective subdivision standards, and objective design standards, as defined, unless those standards would have the effect of physically precluding the construction of 2 units, as defined, on either of the resulting parcels or physically precluding either of the 2 units from being at least 800 square feet in floor area, prohibiting the imposition of setback requirements under certain circumstances, and setting maximum setback requirements under all other circumstances. The bill would require an applicant to sign an affidavit stating that they intend to occupy one of the housing units as their principal residence for a minimum of 3 years from the date of the approval of the urban lot split, unless the applicant is a community land trust or a qualified nonprofit corporation, as specified. The bill would prohibit a local agency from imposing any additional owner occupancy standards on applicants. By requiring applicants to sign affidavits, thereby expanding the crime of perjury, the bill would impose a state-mandated local program.

The bill would also extend the limit on the additional period that may be provided by ordinance, as described above, from 12 months to 24 months and would make other conforming or nonsubstantive changes.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment. CEQA does not apply to the approval of ministerial projects.

This bill, by establishing the ministerial review processes described above, would thereby exempt the approval of projects subject to those processes from CEQA.

The California Coastal Act of 1976 provides for the planning and regulation of development, under a coastal development permit process, within the coastal zone, as defined, that shall be based on various coastal resources planning and management policies set forth in the act.

This bill would exempt a local agency from being required to hold public hearings for coastal development permit applications for housing developments and urban lot splits pursuant to the above provisions.

By increasing the duties of local agencies with respect to land use regulations, the bill would impose a state-mandated local program.

The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for specified reasons.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 65852.21 is added to the Government Code, to read:

65852.21. (a) A proposed housing development containing no more than two residential units within a single-family residential zone shall be considered ministerially, without discretionary review or a hearing, if the proposed housing development meets all of the following requirements:

(1) The parcel subject to the proposed housing development is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(2) The parcel satisfies the requirements specified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Section 65913.4.

(3) Notwithstanding any provision of this section or any local law, the proposed housing development would not require demolition or alteration of any of the following types of housing:

(A) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(B) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(C) Housing that has been occupied by a tenant in the last three years.

(4) The parcel subject to the proposed housing development is not a parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

(5) The proposed housing development does not allow the demolition of more than 25 percent of the existing exterior structural walls, unless the housing development meets at least one of the following conditions:

(A) If a local ordinance so allows.

(B) The site has not been occupied by a tenant in the last three years.

(6) The development is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

(b) (1) Notwithstanding any local law and except as provided in paragraph (2), a local agency may impose objective zoning standards, objective subdivision standards, and objective design review standards that do not conflict with this section.

(2) (A) The local agency shall not impose objective zoning standards, objective subdivision standards, and objective design standards that would have the effect of physically precluding the construction of up to two units or that would physically preclude either of the two units from being at least 800 square feet in floor area.

(B) (i) Notwithstanding subparagraph (A), no setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(ii) Notwithstanding subparagraph (A), in all other circumstances not described in clause (i), a local agency may require a setback of up to four feet from the side and rear lot lines.

(c) In addition to any conditions established in accordance with subdivision (b), a local agency may require any of the following conditions when considering an application for two residential units as provided for in this section:

(1) Off-street parking of up to one space per unit, except that a local agency shall not impose parking requirements in either of the following instances:

(A) The parcel is located within one-half mile walking distance of either a high-quality transit corridor, as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop, as defined in Section 21064.3 of the Public Resources Code.

(B) There is a car share vehicle located within one block of the parcel.

(2) For residential units connected to an onsite wastewater treatment system, a percolation test completed within the last 5 years, or, if the percolation test has been recertified, within the last 10 years.

(d) Notwithstanding subdivision (a), a local agency may deny a proposed housing development project if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(e) A local agency shall require that a rental of any unit created pursuant to this section be for a term longer than 30 days.

(f) Notwithstanding Section 65852.2 or 65852.22, a local agency shall not be required to permit an accessory dwelling unit or a junior accessory dwelling unit on parcels that use both the authority contained within this section and the authority contained in Section 66411.7.

(g) Notwithstanding subparagraph (B) of paragraph (2) of subdivision (b), an application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.

(h) Local agencies shall include units constructed pursuant to this section in the annual housing element report as required by subparagraph (I) of paragraph (2) of subdivision (a) of Section 65400.

(i) For purposes of this section, all of the following apply:

(1) A housing development contains two residential units if the development proposes no more than two new units or if it proposes to add one new unit to one existing unit.

(2) The terms "objective zoning standards," "objective subdivision standards," and "objective design review standards" mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a local agency, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances.

(3) "Local agency" means a city, county, or city and county, whether general law or chartered.

(j) A local agency may adopt an ordinance to implement the provisions of this section. An ordinance adopted to implement this section shall not be considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

(k) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local agency shall not be required to hold public hearings for coastal development permit applications for a housing development pursuant to this section.

SEC. 2. Section 66411.7 is added to the Government Code, to read:

66411.7. (a) Notwithstanding any other provision of this division and any local law, a local agency shall ministerially approve, as set forth in this section, a parcel map for an urban lot split only if the local agency determines that the parcel map for the urban lot split meets all the following requirements:

(1) The parcel map subdivides an existing parcel to create no more than two new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision.

(2) (A) Except as provided in subparagraph (B), both newly created parcels are no smaller than 1,200 square feet.

(B) A local agency may by ordinance adopt a smaller minimum lot size subject to ministerial approval under this subdivision.

(3) The parcel being subdivided meets all the following requirements:

(A) The parcel is located within a single-family residential zone.

(B) The parcel subject to the proposed urban lot split is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(C) The parcel satisfies the requirements specified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Section 65913.4.

(D) The proposed urban lot split would not require demolition or alteration of any of the following types of housing:

(i) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(ii) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(iii) A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

(iv) Housing that has been occupied by a tenant in the last three years.

(E) The parcel is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

(F) The parcel has not been established through prior exercise of an urban lot split as provided for in this section.

(G) Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an urban lot split as provided for in this section.

(b) An application for a parcel map for an urban lot split shall be approved in accordance with the following requirements:

(1) A local agency shall approve or deny an application for a parcel map for an urban lot split ministerially without discretionary review.

(2) A local agency shall approve an urban lot split only if it conforms to all applicable objective requirements of the Subdivision Map Act (Division 2 (commencing with Section 66410)), except as otherwise expressly provided in this section.

(3) Notwithstanding Section 66411.1, a local agency shall not impose regulations that require dedications of rights-of-way or the construction of offsite improvements for the parcels being created as a condition of issuing a parcel map for an urban lot split pursuant to this section.

(c) (1) Except as provided in paragraph (2), notwithstanding any local law, a local agency may impose objective zoning standards, objective subdivision standards, and objective design review standards applicable to a parcel created by an urban lot split that do not conflict with this section.

(2) A local agency shall not impose objective zoning standards, objective subdivision standards, and objective design review standards that would have the effect of physically precluding the construction of two units on either of the resulting parcels or that would result in a unit size of less than 800 square feet.

(3) (A) Notwithstanding paragraph (2), no setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(B) Notwithstanding paragraph (2), in all other circumstances not described in subparagraph (A), a local agency may require a setback of up to four feet from the side and rear lot lines.

(d) Notwithstanding subdivision (a), a local agency may deny an urban lot split if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(e) In addition to any conditions established in accordance with this section, a local agency may require any of the following conditions when considering an application for a parcel map for an urban lot split:

(1) Easements required for the provision of public services and facilities.

(2) A requirement that the parcels have access to, provide access to, or adjoin the public right-of-way.

(3) Off-street parking of up to one space per unit, except that a local agency shall not impose parking requirements in either of the following instances:

(A) The parcel is located within one-half mile walking distance of either a high-quality transit corridor as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop as defined in Section 21064.3 of the Public Resources Code.

(B) There is a car share vehicle located within one block of the parcel.

(f) A local agency shall require that the uses allowed on a lot created by this section be limited to residential uses.

(g) (1) A local agency shall require an applicant for an urban lot split to sign an affidavit stating that the applicant intends to occupy one of the housing units as their principal residence for a minimum of three years from the date of the approval of the urban lot split.

(2) This subdivision shall not apply to an applicant that is a "community land trust," as defined in clause (ii) of subparagraph (C) of paragraph (11) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code, or is a "qualified nonprofit corporation" as described in Section 214.15 of the Revenue and Taxation Code.

(3) A local agency shall not impose additional owner occupancy standards, other than provided for in this subdivision, on an urban lot split pursuant to this section.

(h) A local agency shall require that a rental of any unit created pursuant to this section be for a term longer than 30 days.

(i) A local agency shall not require, as a condition for ministerial approval of a parcel map application for the creation of an urban lot split, the correction of nonconforming zoning conditions.

(j) (1) Notwithstanding any provision of Section 65852.2, 65852.21, 65852.22, 65915, or this section, a local agency shall not be required to permit more than two units on a parcel created through the exercise of the authority contained within this section.

(2) For the purposes of this section, "unit" means any dwelling unit, including, but not limited to, a unit or units created pursuant to Section 65852.21, a primary dwelling, an accessory dwelling unit as defined in Section 65852.2, or a junior accessory dwelling unit as defined in Section 65852.22.

(k) Notwithstanding paragraph (3) of subdivision (c), an application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.

(l) Local agencies shall include the number of applications for parcel maps for urban lot splits pursuant to this section in the annual housing element report as required by subparagraph (I) of paragraph (2) of subdivision (a) of Section 65400.

(m) For purposes of this section, both of the following shall apply:

(1) "Objective zoning standards," "objective subdivision standards," and "objective design review standards" mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a local agency, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(n) A local agency may adopt an ordinance to implement the provisions of this section. An ordinance adopted to implement this section shall not be considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

(o) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local agency shall not be required to hold public hearings for coastal development permit applications for urban lot splits pursuant to this section.

SEC. 3. Section 66452.6 of the Government Code is amended to read:

66452.6. (a) (1) An approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval, or after any additional period of time as may be prescribed by local ordinance, not to exceed an additional 24 months. However, if the subdivider is required to expend two hundred thirty-six thousand seven hundred ninety dollars (\$236,790) or more to construct, improve, or finance the construction or improvement of public improvements outside the property boundaries of the tentative map, excluding improvements of public rights-of-way that abut the boundary of the property to be subdivided and that are reasonably related to the development of that property, each filing of a final map authorized by Section 66456.1 shall extend the expiration of the approved or conditionally approved tentative map by 48 months from the date of its expiration, as provided in this section, or the date of the previously filed final map, whichever is later. The extensions shall not extend the tentative map more than 10 years from its approval or conditional approval. However, a tentative map on property subject to a development agreement authorized by Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 may be extended for the period of time provided for in the agreement, but not beyond the duration of the agreement. The number of phased final maps that may be filed shall be determined by the advisory agency at the time of the approval or conditional approval of the tentative map.

(2) Commencing January 1, 2012, and each calendar year thereafter, the amount of two hundred thirty-six thousand seven hundred ninety dollars (\$236,790) shall be annually increased by operation of law according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting. The effective date of each annual adjustment shall be March 1. The adjusted amount shall apply to tentative and vesting tentative maps whose applications were received after the effective date of the adjustment.

(3) "Public improvements," as used in this subdivision, include traffic controls, streets, roads, highways, freeways, bridges, overcrossings, street interchanges, flood control or storm drain facilities, sewer facilities, water facilities, and lighting facilities.

(b) (1) The period of time specified in subdivision (a), including any extension thereof granted pursuant to subdivision (e), shall not include any period of time during which a development moratorium, imposed after approval of the tentative map, is in existence. However, the length of the moratorium shall not exceed five years.

(2) The length of time specified in paragraph (1) shall be extended for up to three years, but in no event beyond January 1, 1992, during the pendency of any lawsuit in which the subdivider asserts, and the local agency that approved or conditionally approved the tentative map denies, the existence or application of a development moratorium to the tentative map.

(3) Once a development moratorium is terminated, the map shall be valid for the same period of time as was left to run on the map at the time that the moratorium was imposed. However, if the remaining time is less than 120 days, the map shall be valid for 120 days following the termination of the moratorium.

(c) The period of time specified in subdivision (a), including any extension thereof granted pursuant to subdivision (e), shall not include the period of time during which a lawsuit involving the approval or conditional approval of the tentative map is or was pending in a court of competent jurisdiction, if the stay of the time period is approved by the local agency pursuant to this section. After service of the initial petition or complaint in the lawsuit upon the local agency, the subdivider may apply to the local agency for a stay pursuant to the local agency's adopted procedures. Within 40 days after receiving the application, the local agency shall either stay the time period for up to five years or deny the requested stay. The local agency may, by ordinance, establish procedures for reviewing the requests, including, but not limited to, notice and hearing requirements, appeal procedures, and other administrative requirements.

(d) The expiration of the approved or conditionally approved tentative map shall terminate all proceedings and no final map or parcel map of all or any portion of the real property included within the tentative map shall be filed with the legislative body without first processing a new tentative map. Once a timely filing is made, subsequent actions of the local agency, including, but not limited to, processing, approving, and recording, may lawfully occur after the date of expiration of the tentative map. Delivery to the county surveyor or city engineer shall be deemed a timely filing for purposes of this section.

(e) Upon application of the subdivider filed before the expiration of the approved or conditionally approved tentative map, the time at which the map expires pursuant to subdivision (a) may be extended by the legislative body or by an advisory agency authorized to approve or conditionally approve tentative maps for a period or

periods not exceeding a total of six years. The period of extension specified in this subdivision shall be in addition to the period of time provided by subdivision (a). Before the expiration of an approved or conditionally approved tentative map, upon an application by the subdivider to extend that map, the map shall automatically be extended for 60 days or until the application for the extension is approved, conditionally approved, or denied, whichever occurs first. If the advisory agency denies a subdivider's application for an extension, the subdivider may appeal to the legislative body within 15 days after the advisory agency has denied the extension.

(f) For purposes of this section, a development moratorium includes a water or sewer moratorium, or a water and sewer moratorium, as well as other actions of public agencies that regulate land use, development, or the provision of services to the land, including the public agency with the authority to approve or conditionally approve the tentative map, which thereafter prevents, prohibits, or delays the approval of a final or parcel map. A development moratorium shall also be deemed to exist for purposes of this section for any period of time during which a condition imposed by the city or county could not be satisfied because of either of the following:

(1) The condition was one that, by its nature, necessitated action by the city or county, and the city or county either did not take the necessary action or by its own action or inaction was prevented or delayed in taking the necessary action before expiration of the tentative map.

(2) The condition necessitates acquisition of real property or any interest in real property from a public agency, other than the city or county that approved or conditionally approved the tentative map, and that other public agency fails or refuses to convey the property interest necessary to satisfy the condition. However, nothing in this subdivision shall be construed to require any public agency to convey any interest in real property owned by it. A development moratorium specified in this paragraph shall be deemed to have been imposed either on the date of approval or conditional approval of the tentative map, if evidence was included in the public record that the public agency that owns or controls the real property or any interest therein may refuse to convey that property or interest, or on the date that the public agency that owns or controls the real property or any interest therein receives an offer by the subdivider to purchase that property or interest for fair market value, whichever is later. A development moratorium specified in this paragraph shall extend the tentative map up to the maximum period as set forth in subdivision (b), but not later than January 1, 1992, so long as the public agency that owns or controls the real property or any interest therein fails or refuses to convey the necessary property interest, regardless of the reason for the failure or refusal, except that the development moratorium shall be deemed to terminate 60 days after the public agency has officially made, and communicated to the subdivider, a written offer or commitment binding on the agency to convey the necessary property interest for a fair market value, paid in a reasonable time and manner.

SEC. 4. The Legislature finds and declares that ensuring access to affordable housing is a matter of statewide concern and not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, Sections 1 and 2 of this act adding Sections 65852.21 and 66411.7 to the Government Code and Section 3 of this act amending Section 66452.6 of the Government Code apply to all cities, including charter cities.

SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act or because costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

UNFINISHED BUSINESS

Bill No: SB 9
Author: Atkins (D), Caballero (D), Rubio (D) and Wiener (D), et al.
Amended: 8/16/21
Vote: 21

SENATE HOUSING COMMITTEE: 7-2, 4/15/21
AYES: Wiener, Caballero, Cortese, McGuire, Skinner, Umberg, Wieckowski
NOES: Bates, Ochoa Bogh

SENATE GOVERNANCE & FIN. COMMITTEE: 5-0, 4/22/21
AYES: McGuire, Nielsen, Durazo, Hertzberg, Wiener

SENATE APPROPRIATIONS COMMITTEE: 5-2, 5/20/21
AYES: Portantino, Bradford, Kamlager, Laird, Wieckowski
NOES: Bates, Jones

SENATE FLOOR: 28-6, 5/26/21
AYES: Archuleta, Atkins, Becker, Bradford, Caballero, Cortese, Dahle, Dodd, Durazo, Eggman, Gonzalez, Grove, Hertzberg, Hueso, Hurtado, Laird, Leyva, McGuire, Min, Nielsen, Pan, Portantino, Roth, Rubio, Skinner, Umberg, Wieckowski, Wiener
NOES: Bates, Borgeas, Jones, Melendez, Ochoa Bogh, Wilk
NO VOTE RECORDED: Allen, Glazer, Kamlager, Limón, Newman, Stern

ASSEMBLY FLOOR: 45-19, 8/26/21 - See last page for vote

SUBJECT: Housing development: approvals

SOURCE: Author

DIGEST: This bill requires ministerial approval of a housing development of no more than two units in a single-family zone (duplex), the subdivision of a parcel zoned for residential use into two parcels (lot split), or both.

Assembly Amendments provide that a local agency may deny a housing project otherwise authorized by this bill if the building official makes a written finding based upon the preponderance of the evidence that the housing development project would have a specific, adverse impact upon health and safety or the physical environment and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact; provides that a local agency shall require an applicant for an urban lot split to sign an affidavit stating that they intent to occupy one of the housing units as their principle residence for a minimum of three years, unless the applicant is a community land trust or a qualified nonprofit corporation; and removes the sunset.

ANALYSIS:

Existing law:

- 1) Governs, pursuant to the Subdivision Map Act, how local officials regulate the division of real property into smaller parcels for sale, lease, or financing.
- 2) Authorizes local governments to impose a wide variety of conditions on subdivision maps.
- 3) Requires a local jurisdiction to give public notice of a hearing whenever a person applies for a zoning variance, special use permit, conditional use permit, zoning ordinance amendment, or general or specific plan amendment.
- 4) Requires the board of zoning adjustment or zoning administrator to hear and decide applications for conditional uses or other permits when the zoning ordinance provides therefor and establishes criteria for determining those matters, and applications for variances from the terms of the zoning ordinance.
- 5) Establishes the California Environmental Quality Act (CEQA), which generally requires state and local government agencies to inform decision makers and the public about the potential environmental impacts of proposed projects, and to reduce those impacts to the extent feasible. CEQA applies when a development project requires discretionary approval from a local government. (See “Comments” below for more information.)
- 6) Requires ministerial approval by a local agency for a building permit to create an accessory dwelling unit (ADU) provided the ADU was contained within an existing single-family home and met other specified requirements. Requires a local agency to ministerially approve an ADU or junior accessory dwelling unit (JADU), or both, as specified, within a proposed or existing structure or

within the same footprint of the existing structure, provided certain requirements are met.

- 7) Requires each city and county to submit an annual progress report (APR) to the Department of Housing and Community Development (HCD) and the Office of Planning and Research that provides specified data related to housing development.

This bill:

- 1) Requires a city or county to ministerially approve either or both of the following, as specified:
 - a) A housing development of no more than two units (duplex) in a single-family zone.
 - b) The subdivision of a parcel zoned for residential use, into two approximately equal parcels (lot split), as specified.
- 2) Requires that a development or parcel to be subdivided must be located within an urbanized area or urban cluster and prohibits it from being located on any of the following:
 - a) Prime farmland or farmland of statewide importance;
 - b) Wetlands;
 - c) Land within the very high fire hazard severity zone, unless the development complies with state mitigation requirements;
 - d) A hazardous waste site;
 - e) An earthquake fault zone;
 - f) Land within the 100-year floodplain or a floodway;
 - g) Land identified for conservation under a natural community conservation plan, or lands under conservation easement;
 - h) Habitat for protected species; or
 - i) A site located within a historic or landmark district, or a site that has a historic property or landmark under state or local law, as specified.
- 3) Prohibits demolition or alteration of an existing unit of rent-restricted housing, housing that has been the subject of an Ellis Act eviction within the past 15 years, or that has been occupied by a tenant in the last three years.
- 4) Prohibits demolition of more than 25% of the exterior walls of an existing structure unless the local ordinance allows greater demolition or if the site has not been occupied by a tenant in the last three years.

- 5) Authorizes a city or county to impose objective zoning, subdivision, and design review standards that do not conflict with this bill, except:
 - a) A city or county shall not impose objective standards that would physically preclude the construction of up to two units or that would physically preclude either of the two units from being at least 800 square feet in floor area. A city or county may, however, require a setback of up to four feet from the side and rear lot lines.
 - b) A city or county shall not require a setback for an existing structure or a structure constructed in the same location and to the same dimensions as the existing structure.
- 6) Prohibits a city or county from requiring more than one parking space per unit for either a proposed duplex or a proposed lot split. Prohibits a city or county from imposing any parking requirements if the parcel is located within one-half mile walking distance of either a high-quality transit corridor or a major transit stop, or if there is a car share vehicle located within one block of the parcel.
- 7) Authorizes a city or county to require a percolation test completed within the last five years or, if the test has been recertified, within the last 10 years, as part of the application for a permit to create a duplex connected to an onsite wastewater treatment system.
- 8) Authorizes a local agency to deny a housing project otherwise authorized by this bill if the building official makes a written finding based upon the preponderance of the evidence that the housing development project would have a specific, adverse impact upon health and safety or the physical environment and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact
- 9) Requires a city or county to prohibit rentals of less than 30 days.
- 10) Prohibits a city or county from rejecting an application solely because it proposes adjacent or connected structures, provided the structures meet building code safety standards and are sufficient to allow separate conveyance.
- 11) Provides that a city or county shall not be required to permit an ADU or JADU in addition to units approved under this bill.
- 12) Requires a city or county to include the number of units constructed and the number of applications for lot splits under this bill, in its APR.

- 13) Requires a city or county to ministerially approve a parcel map for a lot split only if the local agency determines that the parcel map for the urban lot split meets the following requirements, in addition to the requirements for eligible parcels that apply to both duplexes and lot splits:
 - a) The parcel map subdivides an existing parcel to create no more than two new parcels of approximately equal size, provided that one parcel shall not be smaller than 40% of the lot area of the original parcel.
 - b) Both newly created parcels are at least 1,200 square feet, unless the city or county adopts a small minimum lot size by ordinance.
 - c) The parcel does not contain rent-restricted housing, housing where an owner has exercised their rights under the Ellis Act within the past 15 years, or has been occupied by tenants in the past three years.
 - d) The parcel has not been established through prior exercise of an urban lot split.
 - e) Neither the owner of the parcel, or any person acting in concert with the owner, has previously subdivided an adjacent parcel using an urban lot split.
- 14) Requires a city or county to approve a lot split if it conforms to all applicable objective requirements of the Subdivision Map Act not except as otherwise expressly provided in this bill. Prohibits a city or county from imposing regulations that require dedicated rights-of-way or the construction of offsite improvements for the parcels being created, as a condition of approval.
- 15) Authorizes a city or county to impose objective zoning standards, objective subdivision standards, and objective design review standards that do not conflict with this bill. A city or county may, however, require easements or that the parcel have access to, provide access to, or adjoin the public right-of-way.
- 16) Provides that a local government shall not be required to permit more than two units on a parcel.
- 17) Prohibits a city or county from requiring, as a condition for ministerial approval of a lot split, the correction of nonconforming zoning conditions.
- 18) Requires a local government to require an applicant for an urban lot split to sign an affidavit stating that the applicant intends to occupy one of the housing units as their principle residence for a minimum of three years from the date of the approval of lot split, unless the applicant is a community land trust, as defined, or a qualified nonprofit corporation, as defined.

- 19) Provides that no additional owner occupancy standards may be imposed other than those contained within 18) above, and that requirement expires after five years.
- 20) Allows a city or county to adopt an ordinance to implement the urban lot split requirements and duplex provisions, and provides that those ordinances are not a project under CEQA.
- 21) Allows a city or county to extend the life of subdivision maps by one year, up to a total of four years.
- 22) Provides that nothing in this bill shall be construed to supersede the California Coastal Act of 1976, except that a local government shall not be required to hold public hearings for a coastal development permit applications under this bill.

Background

Cities and counties enact zoning ordinances to implement their general plans. Zoning determines the type of housing that can be built. In addition, before building new housing, housing developers must obtain one or more permits from local planning departments and must also obtain approval from local planning commissions, city councils, or county board of supervisors. Some housing projects can be permitted by city or county planning staff ministerially, or without further approval from elected officials. Projects reviewed ministerially require only an administrative review designed to ensure they are consistent with existing general plan and zoning rules, as well as meeting standards for building quality, health, and safety. Most large housing projects are not allowed ministerial review; instead, these projects are vetted through both public hearings and administrative review. Most housing projects that require discretionary review and approval are subject to review under CEQA, while projects permitted ministerially generally are not.

Comments

- 1) *Modest density can result in large-scale housing production.* This bill could lead to up to four homes on lots where currently only one exists. It would do so by allowing existing single-family homes to be converted into duplexes; it would also allow single-family parcels to be subdivided into two lots, while allowing for a new two-unit building to be constructed on the newly formed lot. According to the University of California, Berkeley Turner Center for Housing Innovation, this bill has the potential to allow for the development of nearly 6 million new housing units. Assuming only five percent of the parcels impacted

by this bill created new two-unit structures, this bill would result in nearly 600,000 new homes.

- 2) *Historic preservation versus housing production.* As part of their general police powers, local governments have the authority to designate historic districts, which set specific regulations and conditions to protect property and areas of historical and aesthetic significance. While well-intentioned, academics and others have pointed out that there are negative impacts of historic districts on housing supply and racial equity. For example, in 2017, the Sightline Institute noted that, in relation to Seattle’s historic preservation efforts, “rules for historic preservation can sabotage housing affordability just like any other cost, red tape, permitting delay, or capacity limits imposed on homebuilding.” It made recommendations such as educating historic preservation board members on how the historic review process and resulting preservation mandates can impede homebuilding and harm affordability; raising the bar for justifying landmark designations in order to counteract local anti-development sentiment; and even prohibiting historic preservation restrictions from limiting new construction to less than the height or capacity that zoning allows.

Sites within a historic district are categorically exempt from the provisions of this bill. While the committee understands the desire to protect the integrity of historic districts from an aesthetic perspective, it is unclear that allowing small multi-unit construction in historic districts — which would be subject to objective historic design standards — would undermine the integrity of the historic districts. In addition, exempting historic districts from bills designed to increase multi-unit housing supply could lead to fair housing challenges. This committee is aware of several California cities — including neighborhoods in Eastern San Francisco, Los Angeles, and San Jose — that have not excluded historic districts when performing rezonings.

This bill also contains a very broad definition of what kinds of historic districts are automatically exempt from this bill. The historic district exemption, similar to exemptions included in other pending bills in the Senate, does not require a historic district to be on a federal or state historic registry. Instead, a city can designate a zone as historic without the typical rigorous historic designation process required for a historic district to be placed on a federal or state registry. Certain NIMBY groups are already discussing use of this broad exemption as a tool to exempt communities from state housing laws. If a historic district exemption is needed, a more focused and rigorous exemption — for example,

similar to what the Governance and Finance Committee placed in SB 50 (Wiener, 2019) — should be considered.

- 3) *Senate's 2021 Housing Production Package*. This bill has been included in the Senate's 2021 Housing Production Package and is virtually identical to SB 1120 (Atkins, 2020). For key differences, see the Senate Housing Committee analysis.

FISCAL EFFECT: Appropriation: No Fiscal Com.: Yes Local: Yes

According to the Assembly Appropriations Committee:

- 1) HCD estimates costs of \$89,000 (General Fund) annually for 0.5 Personnel Years of staff time to provide technical assistance and outreach education to local agencies and affordable housing developers.
- 2) Unknown state-mandated local costs to establish streamlined project review processes for proposed duplex housing developments and tentative maps for urban lot splits, and to conduct expedited design reviews of these proposals. These costs are not state-reimbursable because local agencies have general authority to charge and adjust planning and permitting fees to cover their administrative expenses associated with new planning mandates.

SUPPORT: (Verified 8/27/21)

AARP

Abundant Housing LA

ADU Task Force East Bay

All Home

American Planning Association, California Chapter
Bay Area Council

Bridge Housing Corporation

Cal Asian Chamber of Commerce

California Apartment Association

California Asian Pacific Chamber of Commerce

California Association of Realtors

California Building Industry Association

California Chamber of Commerce

California Hispanic Chamber of Commerce

California YIMBY

Casita Coalition

Central Valley Urban Institute

Chan Zuckerberg Initiative
Circulate San Diego
Cities of Alameda, Oakland, San Diego
Council Member Jon Wizard, City of Seaside
Council Member Zach Hilton, City of Gilroy
Council of Infill Builders
County of Monterey
East Bay for Everyone
Eden Housing
Facebook, INC.
Fathers and Families of San Joaquin
Fieldstead and Company, INC.
Generation Housing
Greenbelt Alliance
Habitat for Humanity California
Hello Housing
Hollywood Chamber of Commerce
Housing Action Coalition
Inland Empire Regional Chamber of Commerce
Innercity Struggle
League of Women Voters of California
LISC San Diego
Livable Sunnyvale
Local Government Commission
Long Beach YIMBY
Los Angeles Business Council
Los Feliz Neighborhood Council
Mayor Darrell Steinberg, City of Sacramento
Midpen Housing
Midpen Housing Corporation
Modular Building Institute
Mountain View YIMBY
National Association of Hispanic Real Estate Professionals
Natural Resources Defense Council
Non-profit Housing Association of Northern California
North Bay Leadership Council
Northern Neighbors
Orange County Business Council
Palo Alto Forward
Peninsula for Everyone

People for Housing - Orange County
Pierre Charles General Construction
Plus Home Housing Solutions
San Diego Housing Commission
San Diego Regional Chamber of Commerce
San Fernando Valley YIMBY
San Francisco Bay Area Planning and Research Association
San Francisco YIMBY
Sand Hill Property Company
Santa Barbara Women's Political Committee
Santa Cruz YIMBY
Schneider Electric
Share Sonoma County
Silicon Valley @ Home
Silicon Valley Leadership Group
South Bay YIMBY
South Pasadena Residents for Responsible Growth
Streets for People Bay Area
TechEquity Collaborative
Tent Makers
Turner Center for Housing Innovation at the University of California, Berkeley
The Greater Oxnard Organization of Democrats
The Two Hundred
TMG Partners
United Way of Greater Los Angeles
Urban Environmentalists
YIMBY Action
YIMBY Democrats of San Diego County
Zillow Group
94 Individuals

OPPOSITION: (Verified 8/27/21)

Adams Hill Neighborhood Association
Aids Healthcare Foundation
Alameda Citizens Task Force
Albany Neighbors United
Berkeley Associated Neighbors Against Non-affordable Housing
Brentwood Homeowners Association
Burton Valley Neighborhoods Group
California Alliance of Local Electeds

California Cities for Local Control
California Contract Cities Association
Catalysts
Cities Association of Santa Clara County
Citizens Preserving Venice
Cities of Arcata, Azusa, Bellflower, Belmont, Beverly Hills, Brea, Brentwood, Burbank, Calabasas, Camarillo, Carpinteria, Carson, Cerritos, Chino, Chino Hills, Clayton, Clearlake, Clovis, Colton, Corona, Costa Mesa, Cupertino, Cypress, Del Mar, Diamond Bar, Dorris, Downey, Dublin, Eastvale, El Segundo, Escalon, Fillmore, Fortuna, Foster City, Fountain Valley, Garden Grove, Glendora, Grand Terrace, Half Moon Bay, Hesperia, Hidden Hills, Huntington Beach, Indian Wells, Inglewood, Irvine, Irwindale, Kerman, King, La Canada Flintridge, La Habra, La Habra Heights, La Mirada, La Palma, La Quinta, La Verne, Lafayette, Laguna Beach, Laguna Niguel, Lakeport, Lakewood, Lancaster, Lawndale, Lomita, Los Alamitos, Los Altos, Malibu, Martinez, Maywood, Menifee, Merced, Mission Viejo, Montclair, Monterey, Moorpark, Murrieta, Newman, Newport Beach, Norwalk, Novato, Oakdale, Ontario, Orinda, Pacifica, Palm Desert, Palo Alto, Palos Verdes Estates, Paramount, Pasadena, Pinole, Pismo Beach, Placentia, Pleasanton, Poway, Rancho Cucamonga, Rancho Palos Verdes, Rancho Santa Margarita, Redding, Redondo Beach, Ripon, Rocklin, Rohnert Park, Rolling Hills, Rolling Hills Estates, Rosemead, San Buenaventura, San Carlos, San Clemente, San Dimas, San Fernando, San Gabriel, San Jacinto, San Marcos, San Marino, Santa Clara, Santa Clarita, Santa Monica, Santa Paula, Saratoga, Signal Hill, Simi Valley, South Gate, South Pasadena, Stanton, Sunnyvale, Temecula, Thousand Oaks, Torrance, Tracy, Upland, Vacaville, Ventura, Visalia, Vista, West Covina, Westlake Village, Whittier, Yorba Linda, Yuba City
Coalition for San Francisco Neighborhoods
Coalition to Save Ocean Beach
College Street Neighborhood Group
College Terrace Residents Association
Committee to Save the Hollywoodland Specific Plan
Community Associations Institute - California Legislative Action Committee
Comstock Hills Homeowners Association
Culver City Neighbors United
D4ward
Durand Ridge United
Encinitas Neighbors Coalition
Friends of Sutro Park
Grayburn Avenue Block Club

Hidden Hill Community Association
Hills 2000 Friends of The Hills
Hollywood Knolls Community Club
Hollywoodland Homeowners Association
Howard Jarvis Taxpayers Association
Kensington Property Owners Association
LA Brea Hancock Homeowners Association
Lafayette Homeowners Council
Lakewood Village Neighborhood Association
Las Virgenes-Malibu Council of Governments
Latino Alliance for Community Engagement
League of California Cities
League of California Cities Central Valley Division
Linda Vista-Annandale Association
Livable California
Livable Pasadena
Los Altos Residents
Los Angeles County Division, League of California Cities
Los Feliz Improvement Association
Marin County Council of Mayors and Councilmembers
Menlo Park United Neighbors
Miracle Mile Residential Association
Miraloma Park Improvement Club
Mission Street Neighbors
Montecito Association
Mountain View United Neighbors
Neighborhood Council Sustainability Alliance Trees Committee
North of Montana Association
Northeast Neighbors of Santa Monica
Pacific Palisades Community Council
Planning Association for The Richmond
Riviera Homeowners Association
San Gabriel Valley Council of Governments
Save Lafayette
Seaside Neighborhood Association
Shadow Hills Property Owners Association
Sherman Oaks Homeowners Association
South Bay Cities Council of Governments
South Bay Residents for Responsible Development
South Shores Community Association

Southwood Homeowners Association
Sunnyvale United Neighbors
Sunset-Parkside Education and Action Committee
Sustainable Tamalmonite
Tahoe Donner Association
Temecula Valley Neighborhood Coalition
Towns of Apple Valley, Colma, Fairfax, Los Altos Hills, Mammoth Lakes, Ross,
Truckee, Woodside
Tri-Valley Cities of Dublin, Livermore, Pleasanton, San Ramon, and Town of
Danville
United Neighbors of Assembly District 24
United Neighbors of Senate District 13
Ventura Council of Governments
Verdugo Woodlands West Homeowners Association
West Pasadena Residents' Association
West Torrance Homeowners Association
West Wood Highlands Neighborhood Association
Westside Regional Alliance of Councils
Westwood Hills Property Owners Association
Westwood Homeowners Association
Wilshire Montana Neighborhood Coalition
Windsor Square Association
290 Individuals

ARGUMENTS IN SUPPORT: According to the author, “Senate Bill 9 promotes small-scale neighborhood residential development by streamlining the process for a homeowner to create a duplex or subdivide an existing lot. SB 9 strikes an appropriate balance between respecting local control and creating an environment and opportunity for neighborhood scale development that benefits the broader community. To that end, the bill includes numerous safeguards to ensure that it responsibly creates duplexes and strategically increases housing opportunities for homeowners, renters, and families alike. At a time when many Californians are experiencing economic insecurity caused by the pandemic, this bill will provide more options for families to maintain and build intergenerational wealth – a currency we know is crucial to combatting inequity and creating social mobility. SB 9 provides flexibility for multigenerational housing by allowing homeowners to build a modest unit on their property so that their aging parent or adult child can have an affordable place to live. Building off the successes of ADU law, SB 9 offers solutions that work in partnership with a number bills included in the Senate’s Housing Package, ‘Building Opportunities For All’ aimed at combating the State’s housing crisis.”

ARGUMENTS IN OPPOSITION: According to the League of California Cities, “SB 9 as currently drafted will not spur much needed housing construction in a manner that supports local flexibility, decision making, and community input. State-driven ministerial or by-right housing approval processes fail to recognize the extensive public engagement associated with developing and adopting zoning ordinances and housing elements that are certified by [HCD].”

ASSEMBLY FLOOR: 45-19, 8/26/21

AYES: Aguiar-Curry, Arambula, Berman, Calderon, Carrillo, Cervantes, Chiu, Cooley, Cooper, Megan Dahle, Flora, Fong, Gallagher, Cristina Garcia, Eduardo Garcia, Gipson, Lorena Gonzalez, Gray, Grayson, Holden, Jones-Sawyer, Kalra, Lackey, Lee, Low, Mathis, Mayes, Medina, Mullin, Quirk, Quirk-Silva, Ramos, Reyes, Robert Rivas, Rodriguez, Salas, Stone, Ting, Valladares, Villapudua, Ward, Akilah Weber, Wicks, Wood, Rendon

NOES: Bauer-Kahan, Bigelow, Bloom, Boerner Horvath, Daly, Davies, Frazier, Friedman, Gabriel, Irwin, Levine, Muratsuchi, Nazarian, O'Donnell, Petrie-Norris, Seyarto, Smith, Voepel, Waldron

NO VOTE RECORDED: Bennett, Bryan, Burke, Chau, Chen, Choi, Cunningham, Kiley, Maienschein, McCarty, Nguyen, Patterson, Luz Rivas, Blanca Rubio, Santiago

Prepared by: Alison Hughes / HOUSING / (916) 651-4124
8/28/21 11:32:51

**** **END** ****