



AGENDA

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

REGULAR MEETING
HYBRID (VIRTUAL & IN PERSON)
Thursday, January 6, 2022
5:00 PM

MASKS ARE REQUIRED FOR IN PERSON PARTICIPATION REGARDLESS OF VACCINATION STATUS

Pursuant to California Government Code section 54953(e)(1)(A) and (C) and the Seaside City Council's resolution authorizing virtual participation in public meetings given the COVID-19 pandemic, meetings of the Seaside City Council and its Boards, Commissions and Committees are being conducted with a hybrid format providing both in person and virtual (electronic) participation in order to promote social distancing and protect the health and safety of attendees.

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 2:00 p.m. on the day of the meeting. All submitted comments will be provided to the City Council or the Board for consideration.
- During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9. The Clerk will call speaker names and unmute speaker microphones. You will have up to 3 minutes to provide your comments, with time set by the discretion of the Mayor.

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://ci-seaside-ca-us.zoom.us/j/81936832059>

Or call in phone number: 669-900-9128

Zoom Meeting ID: 819 3683 2059

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby
David R. Pacheco
Jason Campbell
Jon Wizard
Alexis Garcia-Arrazola

Mayor/Chair
Mayor Pro Tem/Vice Chair
Council/Agency Member
Council/Agency Member
Council/Agency Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

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

5. PUBLIC COMMENT

Members of the public wishing to address the City Council on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three (3) minutes. Public Comments for "Presentations" on this agenda are also taken at this time; comments on specific agenda items are heard under that item. For the public record, please state your name.

6. PUBLIC AGENCY COMMUNICATIONS

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

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

7. PRESENTATIONS

A. VACCINATION UPDATE (MARY GUTIERREZ, FIRE CHIEF)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM DECEMBER 2 AND 16, 2021

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of November 20, 2021, through December 3, 2021, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending December 2, 2021. Total Accounts Payable and Payroll for the above referenced period is \$1,663,282.44.

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

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

D. ADOPT A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE REQUESTING THE CONSOLIDATED OVERSIGHT BOARD FOR THE COUNTY OF MONTEREY MAKE A FINDING TO RE-ESTABLISH LOANS MADE PURSUANT TO A FINANCING AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE AND THE CITY OF SEASIDE PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.4 AND TAKING CERTAIN RELATED ACTIONS

RECOMMENDATION: Adopt a resolution requesting the Consolidated Oversight Board for the County of Monterey make a finding to re-establish loans made pursuant to a financing agreement between the Redevelopment Agency of the City of Seaside and the City of Seaside pursuant to health and safety code section 34191.4 and taking certain related actions.

E. REVIEW OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 22-23 FOR THE PERIOD JULY 1, 2022 – JUNE 30, 2023, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177

RECOMMENDATION: Accept and review the ROPS 22-23 for the period July 1, 2022 – June 30, 2023 pursuant to Health and Safety Code Section 34177 and direct staff to forward the presentation to the Monterey County Consolidated Oversight Board for further review and approval.

F. APPROVE APPOINTMENTS TO COMMUNITY SAFETY ADVISORY COMMISSION AND THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

RECOMMENDATION: Accept the appointment of Reverend Eugene B. Jones to the Community Safety Advisory Commission and Dayana Bergman to the Community Development Advisory Committee as recommended by the Mayor.

G. APPROVE A FEE WAIVER REQUEST FROM HOSPICE GIVING FOUNDATION FOR THE USE OF THE LAGUNA GRANDE HALL FOR A COMMUNITY HEALTH FAIR ON JANUARY 12, 2022

RECOMMENDATION: Approve the fee waiver request from Hospice Giving Foundation for the use of Laguna Grande Hall to hold a Community Health Fair for the amount of \$695.35.

H. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM MONTEREY COUNTY BLACK CAUCUS

RECOMMENDATION: Approve a request from Monterey County Black Caucus for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with their youth photo journal project.

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

RECOMMENDATION: Approve a request from Seaside High School Girls Soccer Program for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with purchasing new warmups.

J. APPROVE A FEE WAIVER REQUEST FROM HINDU TEMPLE OF MONTEREY PENINSULA FOR THE USE OF THE LAGUNA GRANDE PARK FOR A HOLI CELEBRATION ON MARCH 19, 2022

RECOMMENDATION: Approve the fee waiver request from the Hindu Temple of Monterey Peninsula for the rental of Laguna Grande Park to hold a Holi Celebration in the amount of \$114.00, the Organization to provide the City with the non-refundable portion of the deposit of \$46.50.

K. ADOPT A RESOLUTION MODIFYING THE POSITION CONTROL LIST TO TEMPORARILY OVERFILL ONE FIREFIGHTER POSITION TO ENSURE OPERATIONAL READINESS FOR FIRE DEPARTMENT EMERGENCY OPERATIONS

RECOMMENDATION: Adopt a resolution modifying the position allocation list to temporarily overfill one firefighter position to supplement the fire department workforce to ensure emergency operational readiness.

L. ADOPT A RESOLUTION MODIFYING THE ANNUAL APPOINTMENTS TO OUTSIDE COMMITTEE ASSIGNMENTS FOR JANUARY 1, 2022, TO DECEMBER 31, 2022

RECOMMENDATION: Adopt a resolution confirming the Mayor's appointments of Mayor Pro Tempore and members of the City Council to represent the City of Seaside on outside boards and committees for the year 2022.

M. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH THE WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FIRE STATION UPGRADES PROJECT FOR AN AMOUNT NOT TO EXCEED \$41,689.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with The Wallace Group to provide construction management and inspection services for the Fire

Station Upgrades Project for an amount not to exceed \$41,689.00.

N. ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH M3 ENVIRONMENTAL FOR ABATEMENT OVERSIGHT FOR THE FIRE STATION UPGRADE PROJECT FOR AN AMOUNT NOT TO EXCEED \$29,410.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a professional services agreement with M3 Environmental to provide asbestos abatement oversight for the Fire Station Upgrades Project for an amount not to exceed \$29,410.00.

O. 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.

P. ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT AND ALL REQUIRED DOCUMENTS TO ACQUIRE THE REAL PROPERTY LOCATED AT 490 BROADWAY AVE IN THE AMOUNT OF \$1,093,000.00

RECOMMENDATION: Adopt the resolution authorizing the City Manager to execute a purchase agreement and all other documents to purchase the properties located at 490 Broadway (APN 011-302-002 and APN 011-302-014) for \$1,093,000.00 plus incidental acquisition costs.

9. BUSINESS ITEMS

A. ADOPT A RESOLUTION APPROVING SEASIDE'S OUTDOOR DINING PROGRAM ADMINISTRATIVE DESIGN GUIDELINES AND AMENDING THE CITY OF SEASIDE'S FEE SCHEDULE FOR FISCAL YEAR 2021-2022

RECOMMENDATION: Adopt a resolution approving Seaside's Outdoor Dining Program Administrative Design Guidelines and amending the Fee Schedule for the City of Seaside for Fiscal Year 2021-2022.

B. ADOPT A RESOLUTION IN SUPPORT OF CALIFORNIA GUARANTEED HEALTH CARE FOR ALL ACT (AB 1400) AND MEDICARE FOR ALL (H.R. 1976) (WIZARD)

RECOMMENDATION: Adopt a resolution in support of Calcare (AB 1400) and Medicare for all (H.R. 1976) that seeks to guarantee health care free at the point

of service for every person in the United States and California, respectively, for all necessary medical care including prescription drugs; hospital, surgical, and outpatient services; primary and preventive care; emergency services' reproductive care; dental and vision care; and long-term care.

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

1. Discuss and consider an ordinance and/or regulation related to unauthorized use of shopping carts (Oglesby)

11. CLOSED SESSION

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

City Manager Recruitment

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

Property: 1567 Contra Costa (APNs: 011-302-003)
City Negotiators: City Manager and City Attorney
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 (2 MATTERS)

Potential Litigation (2 Matters)

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

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

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
January 20, 2021
5:00 PM

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

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



DRAFT MINUTES
CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
HYBRID (IN PERSON & VIRTUAL)
Thursday, December 2, 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

A moment of silence was held for the invocation and the pledge was led by City Attorney Sheri Damon.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Steven Lightfoot, Peter Kaiser, Pastor Ronald Britt, Brandon Carter, Annalisa Mitchell, John Thornton, Patrick Ayres

6. PUBLIC AGENCY COMMUNICATIONS

None

7. PRESENTATIONS

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

Assistant City Manager Ashley provided the presentation reviewing the upcoming Citywide events and responded to questions from the Council.

B. VACCINATION UPDATE (FIRE CHIEF MARY GUTIERREZ)

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

8. CONSENT AGENDA

Item 8G was pulled by Mayor Pro Tem Pacheco and item 8K was pulled by Mayor Oglesby. There were no comments from the public on the Consent Agenda.

On motion by Mayor Pro Tem Pacheco and second by Councilmember Campbell and carried by the following roll call vote, the City Council moved to approve the Consent Agenda as presented except for items 8G and 8K.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM NOVEMBER 18, 2021

ACTION: APPROVED

B. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED & FILED

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

ACTION: APPROVED

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

ACTION: ADOPTED RESO #21-117

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

ACTION: ADOPTED RESO #21-118

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

ACTION: ADOPTED RESO #21-119

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

The item was pulled by Mayor Pro Tem Pacheco. City Engineer Nisha Patel responded to questions from the Council. There were no comments from the public.

On motion by Councilmember Campbell and second by Councilmember Garcia-Arrazola and carried by the following roll call vote, the City Council moved to adopt a resolution authorizing the City 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.

RESULT: 4-1-0-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Wizard

NOES: Pacheco

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #21-120

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

ACTION: APPROVED

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

ACTION: APPROVED

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.

ACTION: ADOPTED RESO #21-121

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

The item was pulled by Mayor Oglesby and; Assistant City Manager Trevin Barber and Finance Director Victor Damiani responded to questions from the Council.

On motion by Councilmember Campbell and second by Councilmember Garcia-Arrazola and second by the following roll call vote, the City Council moved to 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.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #21-122

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

ACTION: APPROVED

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)

Acting City Manager Roberta Greathouse reviewed the item. There were no comments from the public.

On motion by Councilmember Campbell and second by Mayor Pro Tem Pacheco and carried by the following roll call vote, the City Council moved to pass to print 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.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED ORDINANCE #2011

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

Administrative Analyst II Haroon Noori presented the item and responded to questions from the Council.

On motion by Mayor Pro Tem Pacheco and second by Councilmember Garcia-Arrazola and carried by the following roll call vote, the City Council moved to adopt a resolution to approve the amended Citizen Participation Plan (CPP) for the Community Development Block Grant (CDBG) Program; and directed staff to submit the amended CPP to the U.S. Department of Housing and Urban Development (HUD).

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #21-123

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

In the role as Human Resources Director Roberta Greathouse provided the presentation and responded to questions from the Council.

PUBLIC COMMENT: Pastor Ronald Britt, Sarah Haller

On motion by Mayor Pro Tem Pacheco and second by Councilmember Garcia-Arrazola and carried by the following roll call vote, the City Council moved to adopt a resolution authorizing salary and benefit amendments to the City Attorney's Employment Contract and approve the 2021-2022 budget amendment.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #21-124

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

Housing Program Manager Ben Nurse provided a presentation and responded to questions and comments from the Council.

PUBLIC COMMENT:

On motion by Councilmember Campbell and second by Councilmember Garcia-Arrazola and carried by the following roll call vote, the City Council moved to have an urgency ordinance considered at its next regular meeting.

RESULT: 4-1-0-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco

NOES: Wizard

ABSTAIN: None

ABSENT: None

ACTION: URGENCY ORDINANCE AT THE DECEMBER 16, 2021 MEETING.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

None

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

Reports provided.

13. CLOSED SESSION

City Attorney Sheri Damon read the closed session items and did not anticipate any report out.

PUBLIC COMMENT: Sarah Haller

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

With no further business, the meeting adjourned in honor of Alyce Teresa Oldemeyer (1923 -2021).

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



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

REGULAR MEETING
VIRTUAL ONLY
Thursday, December 16, 2021
5:00 PM

1. CALL TO ORDER

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

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation led by Pastor Harold Lusk and the Pledge was led by Councilmember Jason Campbell.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Pastor Harold Lusk, caller ending in 7854, ticket recipient

6. PUBLIC AGENCY COMMUNICATIONS

Alvin Edwards, MPWMD

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

Mr. Altamirano provided a review of upcoming citywide events and responded to questions from the Council. In response to questions about the Seaside FLIP program, Assistant City Manager Trevin Barber responded to questions from the Council.

7. PRESENTATIONS

A. VACCINATION UPDATE (MARY GUTIERREZ, FIRE CHIEF)

Chief Gutierrez provided an update on the vaccination status within the City and responded to questions from the Council.

B. QUARTERLY HUMAN RESOURCES UPDATE (SAMANTHA SAKHRANI, HUMAN RESOURCES ANALYST)

Ms. Sakhrani provided an update on new employees and current recruitment status; and also responded to questions from the Council.

C. FAMILY AND COMMUNITY SUPPORT PROGRAM UPDATE (DERRICK ELDER, FAMILY & COMMUNITY SUPPORT PRACTITIONER)

Mr. Elder provided an update, introduced staff of the department and responded to questions and comments from the Council.

8. CONSENT AGENDA

PUBLIC COMMENT: None

On motion by Council/Agency Member Campbell and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following roll call vote, the City Council/Successor Agency 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 AND FILE CITY CHECKS

ACTION: APPROVED & FILED

B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED & FILED

C. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$4,650.00 TO EVALUATE MITIGATION REQUIREMENTS FROM THE FORT ORD HABITAT MANAGEMENT PLAN FOR THE EUCALYPTUS ROAD INFILTRATION BASIN REPAIR PROJECT

ACTION: Adopted Resolution #21-125

D. ADOPT JOINT RESOLUTIONS OF THE CITY COUNCIL AND SUCCESSOR AGENCY AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE TERMS OF THE PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS WITH KB-BAKEWELL SEASIDE VENTURE, LLC, FOR THE SALE OF LAND COMMONLY KNOWN AS CAMPUS TOWN

ACTION: Adopted Resolutions #21-126 and #21-03SA

- E. ADOPT A RESOLUTION APPROVING THE ANNUAL PROGRAM COMPLIANCE REPORT IN SUPPORT OF PROJECTS FUNDED BY MEASURE X AND AUTHORIZING STAFF TO SUBMIT THE REPORT TO THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY**

ACTION: Adopted Resolution #21-127

- F. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE FIRE STATION UPGRADES PROJECT IN AN AMOUNT NOT TO EXCEED \$679,572.00 INCLUDING CONTINGENCY; APPROPRIATING \$329,761.00 FROM THE GENERAL FUND; AND AWARDDING A CONSTRUCTION AGREEMENT TO 101 BUILDERS INC. FOR AN AMOUNT NOT TO EXCEED \$590,932.00**

ACTION: Adopted Resolution #21-128

- G. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE COMMUNITY SOCIAL SERVICES GRANT PROGRAM FULLY FUNDING THE 2021 RECOMMENDATIONS**

ACTION: Adopted Resolution #21-129

- H. ADOPT A RESOLUTION AUTHORIZING STAFF TO WAIVE DROP-IN FEES FOR LAP AND RECREATIONAL SWIM AT THE PATULLO SWIM CENTER ON DECEMBER 23, 27, AND 28, 2021.**

ACTION: Adopted Resolution #21-130

9. PUBLIC HEARING

- A. ADOPT AN URGENCY ORDINANCE TO IMPLEMENT NEW STATE LEGISLATION SENATE BILL 9 THAT PROVIDES FOR MINISTERIAL APPROVAL OF UP TO TWO UNITS AND/OR A LOT SPLIT IN RESIDENTIAL SINGLE-FAMILY ZONES.**

Housing Program Manager Ben Nurse provided a presentation and responded to questions from Council.

PUBLIC COMMENT: Franco Pacheco, Peter Kaiser, Susan Schiavone, Wes Lee

On motion by Council/Agency Member Campbell and second by Mayor Pro

Tem/Vice Chair Pacheco and carried by the following roll call vote, the City Council/Successor Agency moved to adopt the urgency ordinance with the following changes: Paragraph 17.13 subsection 8 – utility meter language to be stricken and replaced with a note on the map to read; "Monterey County" fire should be substituted to read "Seaside".

RESULT: 4-1-0-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco

NOES: Wizard

ABSTAIN: None

ABSENT: None

ACTION: Adopted Ordinance #2012

Mayor/Chair Oglesby called a recess from 7:32 p.m. - 7:45 p.m.

B. ADOPT A RESOLUTION DECLARING A MORATORIUM WITHIN THE SEASIDE MUNICIPAL WATER SYSTEM SERVICE AREA PROHIBITING NEW WATER METERS

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

PUBLIC COMMENT: Peter Kaiser

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following roll call vote, the City Council/Successor Agency moved to adopt the resolution declaring a moratorium within the Seaside Municipal Water System area prohibiting new water meters.

RESULT: 4-1-0-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco

NOES: Wizard

ABSTAIN: None

ABSENT: None

ACTION: Adopted Resolution #21-131

10. BUSINESS ITEMS

A. DISCUSS REPEALING AND AMENDING TITLE 17, CHAPTER 17.52, SECTION 17.52.230 (RESIDENTIAL SECOND UNITS) OF THE SEASIDE MUNICIPAL CODE TO ACCESSORY DWELLING UNITS.

Chief Building Official David Little provided the presentation and responded to questions from the Council.

PUBLIC COMMENT: None

ACTION: Staff will take the direction and incorporate in its presentation to the Planning Commission and return with an ordinance for Council's consideration. The Council provided direction regarding the allocation and staff will return in 6 months or when water runs out.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

Wizard – introduce a resolution related to healthcare in California

Oglesby – ordinance or regulation to the use or illegal use of shopping carts

12. CITY MANAGER, CITY ATTORNEY, 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 any report.

PUBLIC COMMENT: None

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

Property: 1567 Contra Costa (APNs: 011-302-003) City Negotiators: City Manager and City Attorney Under Negotiation: price, terms of payment or both

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

Property: (1) Broadway and Fremont: 1601 Fremont Blvd (APNs: 011-544-003;004); (2) Broadway and Del Monte: 1590 Del Monte and 490 Broadway Ave (APNs: 011-302-002;014)

City Negotiators: City Manager and City Attorney

Under Negotiation: price, terms of payment or both

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

Property: Canyon Del Rey Oaks Blvd Parcels (APNs: 011-345-023, 024, and

025)

City Negotiators: City Manager et al.

Under Negotiation: price, terms of payment or both

**D. 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

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

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

**F. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT
CODE SECTION 54956.9: POTENTIAL LITIGATION (2 MATTERS)**

Potential Litigation (2 Matters)

**G. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

TITLE: City Manager

14. ADJOURNMENT

With no further business, the meeting adjourned at 11:05 p.m.

Happy Holidays from the City of Seaside!

Respectfully submitted,

Dominique L. Davis, City/Agency Clerk

Ian N. Oglesby, Mayor/Chair



**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: January 6, 2022

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of November 20, 2021, through December 3, 2021, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending December 2, 2021. Total Accounts Payable and Payroll for the above referenced period is \$1,663,282.44.

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 the checks can be inspected and confirmed. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoices have been reviewed by the Finance Department prior to payment to ensure that they conform 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 \$10,000.00 are as follows:

- \$17,680.00 to Ailing House Pest Management, Inc. for Fumigation tenting services at Oldemeyer Center.
- \$11,398.00 to Denise Duffy & Associates, Inc. for Biological services for Seaside East Design Charrette for the period of 8/12/21 - 11/30/21.
- \$15,270.00 to Harris & Associates, Inc. for Campus Town Demolition Phase 2 for

the period of 10/3/21 - 10/30/21.

- \$43,723.26 to Pacific Gas & Electric for United Way Utility Assistance for (1) City tenant for fiscal year 2022 portions; Collective accounts services for street lights, highway lighting, park lights, and city office buildings for the period of 9/9/21 - 10/25/21.
- \$112,418.00 to Precision Concrete Cutting for Sidewalk offset repair services on multiple City of Seaside streets for the period of 4/13/21 - 10/6/21.

The Net Payroll and Payroll benefits total was \$1,086,363.91.

The remaining checks, totaling \$376,429.27, include payments to vendors for operating expenditures.

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

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

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

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

DATE: January 6, 2022

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

RECOMMENDATION

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

BACKGROUND

Section 53646 of the California State Government code requires the fiscal officer to prepare a quarterly report detailing the City's and the Agency's cash and investments. The City of Seaside's and the Successor Agency's Investment Policy requires a quarterly report. This report covers the Fiscal Year 2021-2022 first quarter beginning July 1, 2021, and ending September 30, 2021.

The September 30, 2021, report shows that approximately 97% of the portfolio is City of Seaside funds and 3% is Successor Agency Funds. 40% of the funds are invested in the Local Agency Investment Fund with the State of California.

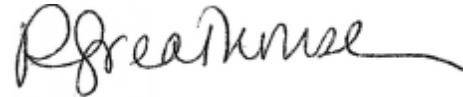
FISCAL IMPACT

No fiscal impact

ATTACHMENTS

1. LAIF Program Description
 2. LAIF Historical Interest Rates
 3. PMIA Performance Report 20210930
 4. Quarterly Investment Exhibits - 1Q quarter ended 09-30-21
-

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



LOCAL AGENCY INVESTMENT FUND

Program Description

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

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

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

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

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

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

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

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

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

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



[Home](#) ->> [LAIF](#) ->> Quarterly Apportionment Rates



LOCAL AGENCY INVESTMENT FUND

Quarterly Apportionment Rates

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

| | March | June | September | December |
|------|-------|-------|-----------|----------|
| 2018 | 1.51 | 1.90 | 2.16 | 2.40 |
| 2019 | 2.55 | 2.57 | 2.45 | 2.29 |
| 2020 | 2.03 | 1.47* | 0.84 | 0.63 |
| 2021 | 0.44 | 0.33 | 0.24 | - |

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



PMIA/LAIF Performance Report as of 12/10/21



PMIA Average Monthly Effective Yields⁽¹⁾

| | |
|-----|-------|
| Nov | 0.203 |
| Oct | 0.203 |
| Sep | 0.206 |

Quarterly Performance Quarter Ended 09/30/21

| | |
|--|---------------------|
| LAIF Apportionment Rate ⁽²⁾ : | 0.24 |
| LAIF Earnings Ratio ⁽²⁾ : | 0.00000661958813242 |
| LAIF Fair Value Factor ⁽¹⁾ : | 0.999873661 |
| PMIA Daily ⁽¹⁾ : | 0.20% |
| PMIA Quarter to Date ⁽¹⁾ : | 0.22% |
| PMIA Average Life ⁽¹⁾ : | 321 |

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 11/30/21 \$178.6 billion

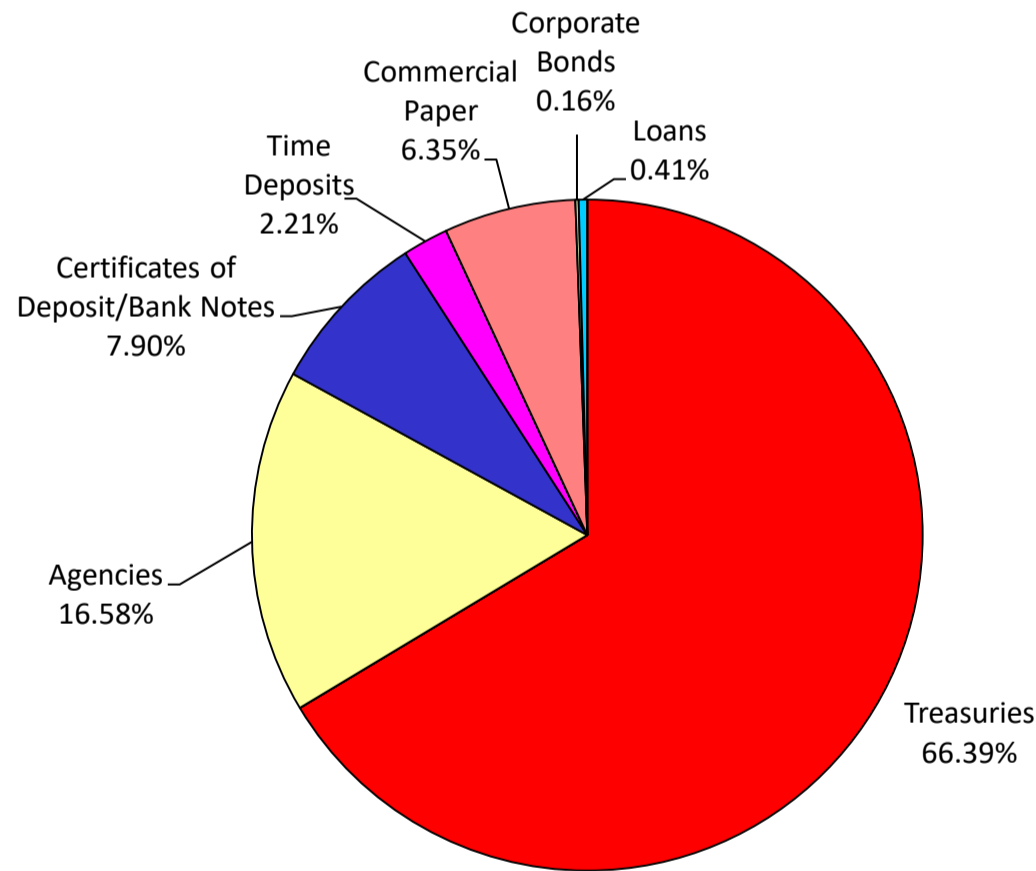


Chart does not include \$7,037,000.00 in mortgages, which equates to 0.003941%. Percentages may not total 100% due to rounding.

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

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

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

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

| <u>DESCRIPTION</u> | <u>INSTITUTION</u> | <u>VALUATION</u> | <u>AMOUNT</u> |
|---|--------------------|------------------|--------------------------------|
| LAIF - City Funds | State Treasurer | Market | \$ 23,561,210.63 |
| General Checking | Rabobank | Market | \$ 23,902,895.19 |
| Money Market | Rabobank | Market | \$ 6,438,399.98 |
| PARS Retirement Account | US Bank | Market | \$ 11,959.15 |
| York Tail Claims | Bank of America | Market | \$ 24,852.87 |
| Bond 2018 Cutino Reserve account | US Bank | Market | \$ 1,028,669.59 |
| Bond 2018 Measure X Reserve account | US Bank | Market | \$ 3,371,949.76 |
| Bond 2014 Reserve account | US Bank | Market | \$ - |
| Bond 2006 Reserve & Installment accounts | US Bank | Market | \$ 339,564.27 |
| Pension Obligation Bond Program Reserve account | Wells Fargo Bank | Market | \$ 789,952.66 |
| | Total | | <u>\$ 59,469,454.10</u> |

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

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

Respectfully submitted,

Roberta Greathouse
City Manager

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

| | Yield | Book Value | % of Total | Market Value |
|---|-------|----------------------|----------------|----------------------|
| <u>Investments</u> | | | | |
| State Treasurer LAIF - City Account | 0.14% | 23,561,210.63 | 39.62% | 23,561,210.63 |
| <u>Checking Account</u> | | | | |
| Rabobank - General Checking | 0.00% | 23,902,895.19 | 40.19% | 23,902,895.19 |
| Rabobank - Money Market | 0.02% | 6,438,399.98 | 10.83% | 6,438,399.98 |
| PARS Retirement Account | 0.00% | 11,959.15 | 0.02% | 11,959.15 |
| Bank of America-York Checking | 0.00% | 24,852.87 | 0.04% | 24,852.87 |
| <u>US Bank - Cutino Revenue 2018 Bonds</u> | | | | |
| Installment Payment, Reserve | 0.00% | 1,028,669.59 | 1.73% | 1,028,669.59 |
| <u>US Bank - Measure X Revenue 2018 Bonds</u> | | | | |
| Installment Payment, Reserve | 0.00% | 3,371,949.76 | 5.67% | 3,371,949.76 |
| <u>US Bank - Redevelopment Agency Merged Area Refunding 2014 Bonds</u> | | | | |
| Installment Payment, Reserve | 0.00% | - | 0.00% | - |
| <u>US Bank - Golf Course 2006 Bonds</u> | | | | |
| Installment Payment, Reserve | 0.00% | 339,564.27 | 0.57% | 339,564.27 |
| <u>US Bank - PNC Equipment Lease Escrow Account</u> | | | | |
| | 0.00% | - | 0.00% | - |
| <u>Wells Fargo Bank</u> | | | | |
| Pension Obligation Bond Program Reserve Account | 0.00% | 789,952.66 | 1.33% | 789,952.66 |
| Total Cash and Investments | | 59,469,454.10 | 100.00% | 59,469,454.10 |

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

| <u>INSTITUTION</u> | <u>ACCOUNT STATUS</u> | <u>BEGINNING BALANCE</u> | <u>DEPOSITED</u> | <u>EXPENDED or TRANSFERRED</u> | <u>INTEREST EARNED</u> | <u>ENDING BALANCE</u> |
|--|-----------------------|--------------------------|----------------------|--------------------------------|------------------------|-------------------------|
| INVESTMENTS | | | | | | |
| LAI F - City | OPEN | \$ 18,546,068.30 | 5,000,000.00 | | 15,142.33 | \$ 23,561,210.63 |
| CHECKING ACCOUNT | | | | | | |
| Rabobank - General Checking | OPEN | \$ 27,586,004.04 | 21,239,634.82 | 24,922,743.67 | | \$ 23,902,895.19 |
| Rabobank - Payroll Checking | OPEN | \$ - | 9,998,047.90 | 9,998,047.90 | | \$ - |
| Rabobank, Money Market | OPEN | \$ 6,437,750.89 | - | - | 649.09 | \$ 6,438,399.98 |
| PARS Retirement Account | OPEN | \$ 11,778.03 | 12,060.00 | 11,879.03 | 0.15 | \$ 11,959.15 |
| York Tail Claims | OPEN | \$ 24,918.69 | 11,085.56 | 11,151.38 | - | \$ 24,852.87 |
| BOND RESERVE ACCOUNT - HELD BY TRUSTEES | | | | | | |
| Bond 2018 Cutino Accounts - Reserve, Interest | OPEN | \$ 1,028,656.62 | - | - | 12.97 | \$ 1,028,669.59 |
| Bond 2018 Meas X Accounts - Reserve, Interest | OPEN | \$ 9,406,966.94 | - | 6,035,135.74 | 118.56 | \$ 3,371,949.76 |
| Bond 2014 Accounts - Reserve, Interest | OPEN | \$ 0.00 | 145,881.25 | 145,881.25 | - | \$ - |
| Bond 2006 Accounts - Reserve, Installment | OPEN | \$ 562,064.36 | 8.42 | 222,514.67 | 6.16 | \$ 339,564.27 |
| Wells F Pension Obligation Bond Prog-Reserve Acct. | OPEN | \$ 14,684.65 | 775,669.93 | 411.00 | 9.08 | \$ 789,952.66 |
| | | \$ 63,618,892.52 | 37,182,387.88 | 41,347,764.64 | 15,938.34 | \$ 59,469,454.10 |



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

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

DATE: January 6, 2022

SUBJECT: ADOPT A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE REQUESTING THE CONSOLIDATED OVERSIGHT BOARD FOR THE COUNTY OF MONTEREY MAKE A FINDING TO RE-ESTABLISH LOANS MADE PURSUANT TO A FINANCING AGREEMENT BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE AND THE CITY OF SEASIDE PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.4 AND TAKING CERTAIN RELATED ACTIONS

RECOMMENDATION

Adopt a resolution requesting the Consolidated Oversight Board for the County of Monterey make a finding to re-establish loans made pursuant to a financing agreement between the Redevelopment Agency of the City of Seaside and the City of Seaside pursuant to health and safety code section 34191.4 and taking certain related actions.

BACKGROUND

Pursuant to AB X1 26 and the California Supreme Court's decision in California Redevelopment Association, et al. v. Ana Matosantos, et al. (53 Cal.4th 231(2011)), the Redevelopment Agency of the City of Seaside (the "Former Agency") was dissolved as of February 1, 2012, and the Successor Agency was constituted. Pursuant to AB X1 26, with narrow exceptions, agreements between the City of Seaside (the "City") and the Former Agency, including loan agreements, became unenforceable as of February 1, 2012.

Before dissolution, the Former Agency undertook a program to redevelop the Gateway Redevelopment Project, the Gateway Auto Center Expansion Redevelopment Project,

the Del Monte Heights Redevelopment Project, the Noche Buena Redevelopment Project, the Hannon Redevelopment Project, the Laguna Grande Redevelopment Project, and the City Center Revitalization Redevelopment Project (collectively, the "Projects" or "Project Areas"). In that regard, the City assisted the Former Agency from time to time by loaning moneys to the Former Agency. The City and Former Agency entered into a Financing Agreement, dated June 15, 1995, which agreement was approved by the City Council pursuant to its Resolution No. 95-47, adopted on June 15, 1995, and approved by the Former Agency pursuant to its Resolution No. 95-4, adopted on June 15, 1995 (the "Financing Agreement").

Pursuant to Article 3 of the Financing Agreement, the City made loans to the Former Agency in the aggregate sum of \$9,872,000 for public improvements to be undertaken by the City for the benefit of the Project Areas (collectively, the "Loans"). Such public improvements could not be permanently funded by the City due to the lack of available resources of the City. In its Resolution No. 95-47, and in accordance with HSC Section 33445, the City Council found that the completion of the public improvements in or for each Project Area would be of benefit to the Project Area and would assist in the elimination of one or more blighting conditions in the Project Area for which the public improvements were developed. This, in turn, would revitalize the Project Areas and stimulate private sector development in the Project Areas.

As of the date of this resolution, the total principal amount of the loans (\$9,872,000) remains outstanding and unpaid in the aggregate amount of \$2,333,430.82. Health and Safety ("HSC") Section 34191.4 was amended to provide for the re-establishment of the Financing Agreement as an enforceable obligation, if certain prerequisites have been met and other requirements are followed. HSC Section 34191.4 now defines a "loan agreement" to include agreements between a city and the former redevelopment agency pursuant to which the city contracted with a third party on behalf of the former agency for the development of infrastructure in connection with a redevelopment project and the former agency was obligated to reimburse the city for the payments made by the city to the third party.

One prerequisite is the Successor Agency's receipt of a Finding of Completion from the State Department of Finance (the "DOF"). The Successor Agency received its Finding of Completion on March 28, 2014. Another prerequisite is a finding by the Consolidated Oversight Board for the County of Monterey that the loans were made for legitimate redevelopment purposes. By adopting the attached resolution, the Successor Agency will be making a request to the Consolidated Oversight Board to make such a finding.

Any repayment of the Loans must be listed on a Recognized Obligation Payment Schedule (the "ROPS"), and approved by the Consolidated Oversight Board and the DOF, commencing with the ROPS for fiscal year 2021-22. HSC Section 34191.4 provides that 20 percent of each loan repayment must be deducted and transferred to the Low and Moderate Income Housing Asset Fund (the "Housing Asset Fund"). The Housing

Asset Fund is a fund established and held by the housing successor to the Former Agency. Moneys in the Housing Asset Fund must be used for affordable housing purposes.

HSC Section 34191.4 imposes an annual cap on the amount that may be repaid for all re-established loans. Twice a year (on January 2 and June 1), taxing entities receive residual moneys ("Taxing Entities Residual") if any moneys remain in the Redevelopment Property Tax Trust Fund ("RPTTF") after the County Auditor-Controller disburses moneys required for pass-through payments, enforceable obligations of the Successor Agency, and administrative costs. Each fiscal year, the aggregate amount for the repayment of all re-established loans must not exceed one-half of the increase between the amount of the Taxing Entities Residual in that fiscal year and the Taxing Entities Residual in the 2012-13 base year. The actual repayment amount will be subject to the availability of RPTTF funds and the annual cap imposed by HSC Section 34191.4. Therefore, the attached Resolution authorizes the Finance Officer of the Successor Agency to develop, and modify from time to time, a repayment schedule in accordance with the requirements of HSC Section 34191.4 and the availability of RPTTF funds.

ENVIRONMENTAL IMPACT

Pursuant to the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA") and the State CEQA Guidelines (14 Cal Code Regs 15000, et seq.) ("Guidelines"), the Successor Agency evaluated the action of requesting the Consolidated Oversight Board to make a finding to provide for the repayment to the City of the Loans made by the City pursuant to the Financing Agreement between the City and Former Agency. The Successor Agency has determined that such action is not a project pursuant to CEQA and is exempt therefrom because it is merely a procedural step required by the Dissolution Law and constitutes organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment (Guidelines Section 15378(b)(5)).

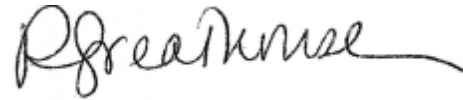
FISCAL IMPACT

The potential reinstatement of the financing agreement between the City of Seaside and former RDA being requested would create a debt obligation in the amount of \$2,333,431 owed to the City of Seaside that would be paid from residual property tax revenue available for distribution to local taxing entities in future years. The reinstatement of the debt obligation on the ROPS is contingent upon further review and approval by the Department of Finance. If approved by the DoF, 20% of the reinstated loan amount (or about \$466,500) will be deposited into the Housing Fund and the remaining 80% will be deposited into the City's General Fund. Furthermore, the loan repayment schedule will be determined by the DoF based on the amount of residual property tax available in the next few years to repay any reinstated loans.

ATTACHMENTS

1. SA Resolution for Re-establishment of City Loans
 2. City Council Resolution 95-047
-

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO. 22-XX

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE
CITY OF SEASIDE**

**REQUESTING THE CONSOLIDATED OVERSIGHT BOARD FOR THE
COUNTY OF MONTEREY TO MAKE A FINDING TO RE-ESTABLISH
LOANS MADE PURSUANT TO A FINANCING AGREEMENT
BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF
SEASIDE AND THE CITY OF SEASIDE PURSUANT TO HEALTH AND
SAFETY CODE SECTION 34191 AND TAKING CERTAIN RELATED
ACTIONS**

Recitals:

A. The Redevelopment Agency of the City of Seaside (the "Former Agency") was a duly constituted redevelopment agency pursuant to provisions of the Community Redevelopment Law (the "Redevelopment Law") set forth in Section 33000 *et seq.* of the California Health and Safety Code ("HSC").

B. Pursuant to the Community Redevelopment Law, the Former Agency undertook a program to redevelop the Gateway Redevelopment Project, the Gateway Auto Center Expansion Redevelopment Project, the Del Monte Heights Redevelopment Project, the Noche Buena Redevelopment Project, the Hannon Redevelopment Project, the Laguna Grande Redevelopment Project, and the City Center Revitalization Redevelopment Project (each a "Project Area" and collectively, the "Projects" or Project Areas") and, in that connection, the City of Seaside (the "City") from time to time assisted the Former Agency to finance the implementation of the redevelopment program.

C. The City assisted the Former Agency by entering into a Financing Agreement with the Former Agency, dated as of June 15, 1995 (the "Financing Agreement"), pursuant to Article 3 of which the City made loans to the Former Agency in the aggregate sum of \$9,872,000 for public improvements identified in the Financing Agreement to be undertaken by the City for the benefit of the Project Areas (collectively, the "Loans"). The City Council previously found that the completion of the public improvements in or for each Project Area would be of benefit to the Project Area and would assist in the elimination of one or more blighting conditions in the Project Area for which the public improvements were developed.

D. As of the date of adoption of this Resolution, the Loans remain outstanding in the total principal amount of \$2,333,430.82.

E. Pursuant to AB X1 26 (which became effective in June 2011), and the California Supreme Court's decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.* (53 Cal. 4th 231(2011)), the Former Agency was dissolved as of February 1, 2012, and the Successor Agency to the Redevelopment Agency of the City of Seaside was constituted as the successor entity to the Former Agency.

F. Pursuant to HSC Section 34171(d), an "enforceable obligation" generally does not include any agreement between the City and the Former Agency as of February 1, 2012; provided, however, that pursuant to HSC Section 34191.4(b), upon application by the Successor Agency and approval by the Consolidated Oversight Board for the County of Monterey ("Oversight Board"), a loan agreement between the Former Agency and City shall be deemed to be an enforceable obligation after the Successor Agency receives a finding of completion ("Finding of Completion") from the State Department of Finance (the "DOF") under HSC 34179.7, if the Oversight Board makes a finding that the loan was for legitimate redevelopment purposes.

G. For purposes of HSC Section 34191.4(b), a "loan agreement" includes the Financing Agreement, which is an agreement between the Former Agency and the City under which the City contracted with a third party on behalf of the Former Agency for the development of infrastructure in connection with the Projects and the Former Agency was obligated to reimburse the City for the payments made by the City to the third party.

H. Pursuant to HSC Section 34191.4(b), the repayment amount authorized each fiscal year for all loans re-established pursuant to HSC Section 34191.4(b) to be repaid by the Successor Agency to the City shall not exceed one-half of the increase between the amount distributed to taxing entities pursuant to HSC Section 34183(a)(4) in that fiscal year and the amount distributed to taxing entities pursuant to HSC Section 34183(a)(4) in the 2012-13 base year.

I. Pursuant to HSC Section 34191.4(b), 20 percent of each loan repayment for loans re-established pursuant to HSC Section 34191.4(b) shall be deducted and transferred to the Low and Moderate Income Housing Asset Fund established and held by the housing successor to the Former Agency pursuant to HSC Section 34176.

J. The DOF issued a Finding of Completion to the Successor Agency on March 28, 2014.

K. The Board of Directors desires to adopt this Resolution to request the Oversight Board to make a finding that the Loans were made for legitimate redevelopment purposes and serve as an application pursuant to HSC Section 34191.4(b).

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Board of Directors hereby requests the Oversight Board to make a finding that the Loans made pursuant to the Financing Agreement were made for legitimate redevelopment purposes.

Section 3. The Finance Officer of the Successor Agency is hereby authorized to develop a repayment schedule for the Loans in accordance with repayment terms modified in accordance with the requirements of Section 34191.4(b). Recognizing that the actual dollar amount to be repaid by the Successor Agency for each scheduled repayment is subject to the availability of funds from the Redevelopment Property Tax Trust Fund and the limitations set forth in HSC Section 34191.4(b), the Finance Officer of the Successor Agency is hereby authorized to modify the repayment schedule from time to time based on the requirements of HSC Section 34191.4(b) and the actual circumstances at the time of the modification.

Section 4. The Secretary of the Successor Agency is hereby authorized and directed to transmit a copy of this Resolution to the Oversight Board.

Section 5. The members of the Board of Directors and the officers of the Successor Agency are hereby authorized, jointly and severally, to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken by such members and officers are hereby ratified and confirmed.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Successor Agency to the Redevelopment Agency of the City of Seaside at a meeting held on the 6th day of January 2022 by the following vote:

| | | |
|---------|-----|-----------------|
| AYES: | ___ | AGENCY MEMBERS: |
| NOES: | ___ | AGENCY MEMBERS: |
| ABSENT | ___ | AGENCY MEMBERS: |
| ABSTAIN | ___ | AGENCY MEMBERS: |

Ian N. Oglesby, Mayor/Chair

ATTEST:

Dominique L. Davis, City/Agency Clerk

RESOLUTION NO. 95-47

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
MAKING FINDINGS REQUIRED BY HEALTH AND SAFETY CODE
SECTION 33445, AGREEING TO MAKE A LOAN TO THE
REDEVELOPMENT AGENCY FOR ADMINISTRATIVE COSTS AND
AGREEING TO ENTER INTO A FINANCING AGREEMENT WITH THE
REDEVELOPMENT AGENCY

WHEREAS, the City Council of the City of Seaside (the "City Council") adopted the Gateway Redevelopment Plan on January 12, 1967; the Gateway Auto Center Expansion Redevelopment Plan on July 6, 1989; the Del Monte Heights Redevelopment Plan on January 10, 1963; the Noche Buena Redevelopment Plan on March 31, 1960; the Hannon Redevelopment Plan on January 21, 1965; the Laguna Grande Redevelopment Plan on January 22, 1970 and the City Center Redevelopment Plan on June 20, 1991 (collectively the "Redevelopment Plans") which grant to the Redevelopment Agency of the City of Seaside (the "Agency") redevelopment powers in the project areas designated in each Redevelopment Plan (the "Project Areas"); and

WHEREAS, the Agency is vested with responsibility pursuant to the Community Redevelopment Law (Part I of Division 24 of the Health and Safety Code of the State of California) (the "Law") to implement the Redevelopment Plans in the Project Areas; and

WHEREAS, the Redevelopment Plans provide for the use of the redevelopment process to assist in financing certain public improvements in the Project Areas as more particularly described in Exhibit A to this resolution attached hereto and incorporated herein (the "Public Improvements"); and

WHEREAS, the Agency and the City will each benefit from the timely completion of the Public Improvements and desire to work cooperatively to achieve that end; and

WHEREAS, the City possesses the administrative and legal resources and capability to assist the Agency in implementing the objectives of the Redevelopment Plans with regards to the Public Improvements and the City is prepared to make such administrative and legal resources and capability available to the Agency; and

WHEREAS, the Agency and the City desire to enter into that certain Financing Agreement, a copy of which is attached to this Resolution as Exhibit B which provides for the City to administer the activities necessary to install the Public Improvements and

for the Agency to advance to the City costs associated with the Public Improvements in the amounts specified in the Financing Agreement; and

WHEREAS, a staff report has been prepared and considered by the City Council and the Agency and has been made available to the public (the "Staff Report", a copy of which is attached to this Resolution as Exhibit C), which (1) sets forth facts supporting the findings made in this Resolution pursuant to Section 33445 of the Law, and (2) sets forth the redevelopment purposes to be served by the proposed expenditure for the Public Improvements; and

WHEREAS, pursuant to Section 33445 of the Law, the Agency may, with the consent of the City Council pay part or all of the cost of installation of the Public Improvements, if the City Council makes certain specified findings; and

WHEREAS, the Agency is vested with the responsibility for administering the Redevelopment Plans; and

WHEREAS, the City and the Agency have determined that it is in the best interest of the City and the Agency to consider the amendment of the Redevelopment Plans to extend certain limits for completion of redevelopment activities; and

WHEREAS, the City and the Agency have determined that it is in the best interest of the City and the Agency to consider merging the Project Areas pursuant to Health and Safety Code Section 33485 et seq.; and

WHEREAS, the City has agreed to loan the Agency funds (the "City Loan") for the purpose of paying administrative costs associated with the Redevelopment Plans and funding the activities of the Agency with regards to the merger of the Project Areas and the amendment of the Redevelopment Plans until such time as the Agency receives tax increment funds for these purposes pursuant to the terms of the Financing Agreement.

NOW, THEREFORE, based on the information presented to the City Council and the Agency, including the information in the Staff Report, and in compliance with Section 33445 of the Law, the City Council hereby resolves as follows:

1. All of the above recitals are true and correct, and the City Council has based the findings and actions set forth in this Resolution, in part, on such recitals.
2. The City Council hereby finds and determines that (a) completion of the Public Improvements in or for each of the

Project Areas will be of benefit to that Project Area; (b) no other reasonable means of financing the Public Improvements to be funded by the Agency is available to the community; and (c) payment of the costs for the Public Improvements in each Project Area will assist in the elimination of one or more blighting conditions in the Project Area for which the Public Improvements are developed and is consistent with the Agency's implementation plan adopted for the Project Areas.

3. The City Council hereby consents to the expenditure by the Agency of \$9,872,000 of Tax Increment Revenue for the purpose of undertaking the Public Improvements, such amount being subject to adjustment from time to time in the manner provided in the Financing Agreement.

4. The City Council hereby agrees to make the City Loan to the Agency for administrative costs associated with the Redevelopment Plans and the amendment and merger of the Redevelopment Plans under the terms and conditions set forth in the Financing Agreement.

5. The City Manager is hereby authorized and directed to execute the Financing Agreement in substantially the form attached to this Resolution on behalf of the City and to take such other actions as are necessary to implement the provisions of the Financing Agreement.

6. The attached Exhibits A, B, and C are incorporated in this Resolution by this reference.

7. This Resolution shall take immediate effect from and after its passage and approval.

Passed and adopted at a Regular Meeting of the City Council of the City of Seaside held on fifteenth day of June, 1995, by the following vote:

AYES: Councilmembers: Choates, Foreman, Mancini, Jordan

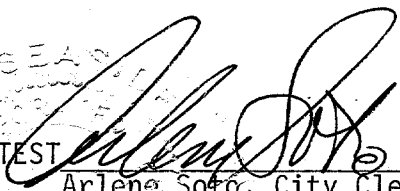
NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: Rucker

SO ORDERED:


DON R. JORDAN, Mayor

ATTEST 
Arlene Soto, City Clerk

2740BB.P50

**STAFF REPORT REGARDING THE ADOPTION OF A RESOLUTION
ON THE PROPOSED FINANCING AGREEMENT AND THE NECESSARY FINDINGS
PURSUANT TO SECTION 33445 OF THE STATE OF CALIFORNIA HEALTH AND SAFETY CODE**

I. Summary Of The Proposed Financing Agreement

The Redevelopment Agency of the City of Seaside (the "Agency") and the City of Seaside (the "City") are proposing to enter into a Financing Agreement (the "Agreement") regarding the funding of certain public improvements related to the Agency's redevelopment projects: Gateway, Laguna Grande, Gateway Auto Center Expansion, City Center, Hannon, Del Monte Heights, and Noche Buena Redevelopment Projects (the "Projects").

Under the Agreement, the City would advance to the Agency a City Loan for the purpose of paying for administering the Redevelopment Plans (as detailed on Exhibit A to the Agreement) and the activities of the Agency with regards to the merger of the Project Areas (as detailed on Exhibit B to the Agreement) until such time as the Agency receives tax increment funds for these purposes. The Agency would repay the City Loan to the City using tax increment revenue from the respective Project Areas for which the City Loan proceeds were expended.

In addition, pursuant to the Agreement, the City would provide for all local actions required for the implementation of certain public improvements (as detailed on Exhibit C to the Agreement), on behalf of the Agency. In turn, the Agency would pay, from specified revenues, certain amounts that are necessary to meet the costs of the Public Improvements to the City. Pursuant to Section 33445 of the State of California Health and Safety Code, the Agency and the City must make certain findings in reference to the funding of public improvements. These findings are summarized below.

II. Summary of Findings Pursuant to Section 33445 of the Health and Safety Code

Pursuant to Health and Safety Code Section 33445, the Agency is authorized, with the consent of City Council, to pay all or a part of the cost of construction of any improvement which is publicly owned either within or without the project areas. The Agency and City Council must determine (a) that the public improvements are of benefit to the Project Area or to the immediate neighborhood in which the improvements are located, (b) that no other reasonable means of financing the public improvements are available to the community, and (c) that assisting in the development of the public improvements will assist in the elimination of one or more blighting conditions inside the Project Area and is consistent with the implementation plan adopted pursuant to Section 33490 of the Community Redevelopment Law ("CRL").

A. Estimate Of The Amount Of Tax Increment To Be Used By The Agency For The Construction of Public Improvements

Under the proposed Agreement, the Agency would estimate the amount of tax increment to be used by the Agency for the Construction of Public Improvements from time to time and this amount would be shown on Exhibit C and attached to the Agreement. Pursuant to the Agreement, by not later than September 1 of each Fiscal Year, the Agency and the City shall meet and confer to determine the estimated amount of tax increment revenue to be paid to the City by the Agency for costs of improvement with respect to each Project Area for that Fiscal Year. The Agency would then pay to the City, by not later than the last day of each Fiscal Year, the tax increment revenue necessary for the public improvements from each Project Area for that Fiscal Year. Based on the Agency's estimate of the cost of construction of the applicable public improvements the amount of tax increment to be used by the Agency for the construction of proposed public improvements is summarized below by Project Area.

| | | | | | | | |
|----------------|---------------------|----------------------|----------------|---------------|------------------|--------------------|-----------------|
| | Gateway Auto Ctr | Del Monte Heights | Noche Buena | Hannon | Laguna Grande | City Center | Agency Total |
| <u>Gateway</u> | <u>Expansion</u> | <u>Heights</u> | <u>Buena</u> | <u>Hannon</u> | <u>Grande</u> | <u>City Center</u> | <u>Total</u> |
| 1,121,905 | 1,139,571 | 1,359,571 | 794,571 | 1,131,571 | 901,905 | 3,413,905 | \$9,872,000 |

B. Facts Supporting The Findings To Be Made Pursuant To Health And Safety Code Section 33445.

1. Facts Supporting The Finding That The Improvements Are Of Benefit To The Project Areas Or The Immediate Neighborhoods In Which the Projects Are Located.

- a. **Public Improvements For All Project Areas -**
Certain public improvements have been proposed for all of the Agency's seven redevelopment Project Areas. These include studies of north/south corridors of the Project Areas, surveys of travel time and speed, and the digitalization of Project Area parcels into base maps. Each of these projects will be of benefit to the public improvement system of the Project Areas and immediate neighborhoods by providing a more efficiently designed and monitored traffic and infrastructure system. In addition, these projects will enable the City to deliver services in a faster and more efficient manner by not only managing today's needs, but also identifying tomorrow's.
- b. **Gateway Redevelopment Project -**
Construction of the improvements to the Seaside Motor City are the cornerstone of the Agency's strategy for redevelopment of the Gateway Project. To keep the Seaside Motor City's competitive edge, the Agency proposes certain improvements to make the area more attractive and to mitigate the inadequate storage-parking for auto dealers within the Gateway Project. The ability of the Agency to attract new investors and to encourage existing businesses and surrounding property owners to maintain and reinvest in their properties in many ways depends on the success of the Seaside Motor City. The Agency proposes the installation of handicap ramps along certain portions of Fremont Boulevard. The Project Area will benefit through improved accessibility to the disabled.
- c. **Gateway Auto Center Expansion Redevelopment Project -**
The Agency's objective for the Gateway Auto Center Expansion Project is to encourage the development of auto dealerships in the Project Area that would build upon the Seaside Motor City's market. As a result, the Agency is proposing the street improvements along Del Monte Boulevard to improve access to properties along the boulevard and thereby make the Project Area more attractive to prospective dealerships. The proposed traffic signalization of Del Monte Boulevard and Fremont will benefit the Project Area through improved traffic flow and safety.
- d. **Del Monte Heights Redevelopment Project -**
Currently, the street system in the Del Monte Heights Project are not connected to the streets located within the boundaries of Fort Ord. To mitigate this infrastructure deficiency, the Agency is proposing street improvements on Hilby Avenue and La Salle Avenue that will connect

the respective streets directly to Fort Ord. Through this proposed public improvement, the Project Area will benefit from improved traffic circulation and improved access to new facilities to be located at Fort Ord. The Agency has proposed the funding of improvements to Oldemeyer Park, baseball/soccer fields at King Middle School and basketball courts at certain parks in the Project Area and nearby neighborhoods. The upgrading and renovation of recreational uses will greatly benefit the Project Area, because parks provide a recreational amenity for the daytime population as well as for the weekend population found in the surrounding residential neighborhoods of the Project Area. The City of Seaside generates and maintains a portion of the water needs for their City's population. The City's water well, which is located in the Del Monte Heights Redevelopment Project, provides water services the Del Monte Heights and Hannon Projects as well as neighborhoods immediately north. As a result, the improvements of this well will directly benefit the Project Area by continued and improved water quality.

e. Noche Buena Redevelopment Project -

As mentioned above, the Agency has proposed the funding of certain improvements to Oldemeyer Park. This park is utilized by the residents of the Noche Buena Project as well as the immediate neighborhoods. Noche Buena is primarily a residential project and includes the Noche Buena School. The funding of the proposed public improvements will allow for the installation of horse shoe pit lights and parking lot lights. Parks in a residential and school neighborhood benefit to the Project Area by providing a safe and enjoyable environment for recreational uses. The Project Area will benefit even further from the safety that additional lighting will provide to Oldemeyer Park.

f. Hannon Redevelopment Project -

As mentioned previously, the City of Seaside water wells service the Hannon Redevelopment Project. As a result, the Agency's proposed improvements to the wells are of direct benefit to the Project and the immediate neighborhoods. In addition, the Agency proposes to fund certain improvements to the Vallejo Street storm drain. The construction of certain improvements to the storm drain will mitigate the current flooding problems often experienced within the Project Area. Cutino Park is located in the boundaries of the Hannon Project. The proposed funding of a warning track and fence will increase the safety of the park for residents in the Project Area and surrounding neighborhoods. La Salle Avenue runs across the north perimeter of the Hannon Project. The Agency is proposing the funding of certain street improvements that will benefit the Project Area and surrounding neighborhoods as the street conditions improve and the traffic safety is increased.

- g. **Laguna Grande Redevelopment Project -**
The proposed public improvements, such as the construction of handicap ramps along Fremont Boulevard, are aimed at improving the quality of the Laguna Grande Project's physical environment. Kimball Avenue is located directly outside the boundaries of the Laguna Grande Project, but the street improvements proposed by the Agency on Kimball Avenue will improve the accessibility of the Laguna Grande Project. The direct benefit will accrue to the Project Area because the revitalization of the street will assist in the Agency's effort to attract commercial and in particular visitor-oriented commercial uses to the Project Area.

- h. **City Center Redevelopment Project -**
The Agency's objective for this Project Area is, among other things, to develop neighborhood serving commercial uses that are of benefit to the Project Area. The Agency proposes to attract these uses by improving the infrastructure of the area and completing the reconstruction and rehabilitation of the Broadway Avenue. Seen as a primary gateway in the City of Seaside, Broadway Avenue's enhancement is meant to serve as a catalyst toward the revitalization of the entire City Center Project. The Agency is aiming to attract new businesses as well as support the existing businesses through a rehabilitation of the infrastructure. In addition, improvements are proposed for the intersection of Fremont and Del Monte Boulevard, which is located within the boundaries of the Project Area. Based on reported storm drain deficiencies in the Project Area, the Agency is proposing certain improvements to the Hamilton/Trinity and Laguna Street storm drains. The Project Area and surrounding neighborhoods will directly benefit from the mitigation of flooding tendencies in the area.

2. Facts Supporting The Finding That There Are No Other Reasonable Means Of Financing The Improvements Available To The City.

The City of Seaside 1994-95 Six Year Capital Improvement Program identifies approximately \$34 million of improvements needed throughout the City. The City has attempted to secure all customary resources for public improvements identified in the Program: coastal conservancy and EDA grants, gas tax revenue, state energy loans, developer contributions, Community Development Block Grant funds, water enterprise and assessment district revenues, Proposition 116 funds, and other sources of revenue. These resources are inadequate to cover the full cost of the public improvements identified in the Capital Improvement Program and as a result, approximately \$20 million in improvements are designated as Unfunded. Of this Unfunded amount, approximately \$10 million in public improvements are located in or near the Project Areas. Although these improvements are needed and will benefit the Project Areas greatly, they cannot be funded by the City due to the lack of available resources.

The Agency, in order to promote the benefits discussed in Section III (A) above, has approached the City and offered to fund the proposed public improvement projects that are located in or near the Redevelopment Project Areas. As discussed earlier, the City has determined that it cannot provide additional funds without reducing funding of essential City activities. Thus the Agency's

participation is the only reasonable means of financing these proposed public improvements for each Project Area.

3. Facts Supporting The Finding That Assisting The Development Of The Public Improvements Will Assist In The Elimination Of One Or More Blighting Conditions Inside Each Of Project Area And Is Consistent With The Implementation Plans.

Assisting the development of the public improvements will assist in the elimination of blighting conditions found in each of the Project Areas because it will do the following:

- a. provide public improvements as needed, which cannot be funded by private governmental action without redevelopment;
- b. mitigate the age, obsolescence and deterioration of the infrastructure of the Project Areas;
- c. encourage and ensure the building and development of certain areas so as to eliminate the prevalence of depreciated values, impaired investments and economic maladjustment;
- d. stimulate economic activity in the Project Areas that is in turn expected to induce private sector investment in and revitalization of the Project Areas;
- e. ensure that the recreational park system serving the Project Areas will have the physical capacity to serve the residents of the Project Areas and surrounding neighborhoods;
- f. eliminate or ameliorate existing environmental deficiencies, including substandard vehicular circulation and parking system, inadequate infrastructure, insufficient off-street parking, and other similar public deficiencies adversely affecting the Project Areas; and,
- g. promote new and continuing private sector investment within the Project Area to prevent the loss of existing and to facilitate the increase of commercial sales activity.

As shown on pages 17 through 21 of the Implementation Plan adopted pursuant to Section 33490, the proposed public improvements shown on the exhibit attached to the Agreement are consistent with the goals and objectives that the Agency has in each Project Area.

4. Redevelopment Purpose For Which Tax Increment Revenues Are Being Used To Pay For The Improvements.

The Financing Agreement between the Agency and the City will advance the redevelopment purpose of revitalizing the Project Areas and stimulating private sector development in the Project Areas. As described in Part III (A) above, there are certain public improvements that are needed within each of the Project Areas. As described in Part III (B) above, the benefits to be provided to the Project Areas and immediate

neighborhoods by the construction of these public improvements are at risk of not materializing without Agency funding. As described in Part III (C) above, the proposed public improvements will eliminate one or more blighting condition within the Project Areas and as a result, the Financing Agreement will advance the redevelopment purposes of the Agency.

EXHIBIT A

| <u>PUBLIC IMPROVEMENTS</u> | <u>Gateway</u> | <u>Gateway Auto Cntr Expansio</u> | <u>Del Monte Heights</u> | <u>Noche Buena</u> | <u>Hannon</u> | <u>Laguna Grande</u> | <u>City Center</u> | <u>Total</u> |
|--|----------------|---------------------------------------|------------------------------|--------------------|---------------|----------------------|--------------------|--------------|
| Fremont Blvd Handicap Ramps | 83,333 | | | | | 83,333 | 83,333 | 250,000 |
| Broadway Reconstruction | | | | | | | 1,768,000 | 1,768,000 |
| Seaside Motor City Complete Rehabilitation | 225,000 | | | | | | | 225,000 |
| Seaside Motor City Curb, Gutter and Sidewalk | 15,000 | | | | | | | 15,000 |
| Seaside Motor City Pylon Signs | 40,000 | | | | | | | 40,000 |
| Seaside Motor City Fountain Landscaping | 15,000 | | | | | | | 15,000 |
| Citywide North/South Corridor Study | 725,000 | 725,000 | 725,000 | 725,000 | 725,000 | 725,000 | 725,000 | 5,075,000 |
| Broadway Gate Road Improvements | | | | | | | 44,000 | 44,000 |
| Hilby Ave Connection Road Improvements | | | 33,000 | 33,000 | | | | 66,000 |
| La Salle Ave Connection Road Improvements | | | 33,000 | | 33,000 | | | 75,000 |
| Kimball Ave Connection Road Improvements | | | | | | 75,000 | | 75,000 |
| Hamilton/Trainity Storm Drain | | | | | | | 30,000 | 30,000 |
| Vallejo St Area Storm Drain | | | | | 25,000 | | | 25,000 |
| Laguna St Storm Drain Extension | | | | | | | 25,000 | 25,000 |
| Traffic Signalization at Del Monte and Fremont | | 396,000 | | | | | | 396,000 |
| Intersection Improvements at Fremont and Broadway | | | | | | | 720,000 | 720,000 |
| Citywide Travel Time Study and Speed Survey | 4,286 | 4,286 | 4,286 | 4,286 | 4,286 | 4,286 | 4,286 | 30,000 |
| Citywide Digitalize Parcels into Base Map | 14,286 | 14,286 | 14,286 | 14,286 | 14,286 | 14,286 | 14,286 | 100,000 |
| Oldemeyer Horse Shoe Pit Lights | | | 10,500 | 10,500 | | | | 21,000 |
| Oldemeyer Addn'l Parking Lot Lights | | | 7,500 | 7,500 | | | | 15,000 |
| Baseball/Soccer Fields at King Middle School | | | 162,000 | | | | | 162,000 |
| Basketball Counrts at Hightland, Martin and Cunningham Parks | | | 40,000 | | | | | 40,000 |
| Warning Track and Fence at Cutino Park | | | | | 15,000 | | | 15,000 |
| Automatic Valves at Water Storage Tanks | | | 15,000 | | | | | 15,000 |
| New Well and Connect to System New Water | | | 200,000 | | 200,000 | | | 400,000 |
| Water Transmissions Mains | | | 115,000 | | 115,000 | | | 230,000 |
| | 1,121,905 | 1,139,571 | 1,359,571 | 794,571 | 1,131,571 | 901,905 | 3,413,905 | \$9,872,000 |

FINANCING AGREEMENT

This Financing Agreement (the "Agreement") is entered into as of June 15, 1995, by and between the Redevelopment Agency of the City of Seaside, a public body, corporate and politic (the "Agency") and the City of Seaside, a municipal corporation (the "City"), on the basis of the following facts, intentions and purposes.

RECITALS

A. These Recitals refer to and utilize certain capitalized terms which are defined in Article I of this Agreement. The parties intend to refer to those definitions in connection with the use thereof in this Agreement.

B. Pursuant to the Community Redevelopment Law, the Agency has prepared and the City has adopted the Redevelopment Plans. The Redevelopment Plans provide for the use of the redevelopment process to assist in financing Public Improvements in the Project Areas. Copies of the Redevelopment Plans and the accompanying Reports on the Redevelopment Plans are on file with the Agency Secretary and are incorporated in this Agreement by this reference.

C. The Agency and the City will each benefit from the timely completion of the Public Improvements and desire to work cooperatively to achieve that end. Further, the parties agree that the City possesses the administrative and legal resources and capability to assist the Agency in implementing the objectives of the Redevelopment Plans with regards to the Public Improvements and the City is prepared to make such administrative and legal resources and capability available to the Agency in accordance with the provisions of the Agreement.

D. The City and the Agency have determined that it is in the best interest of the City and the Agency to consider merging the Project Areas pursuant to Health and Safety Code Section 33485 et seq.

E. The City and the Agency have determined that it is in the best interest of the City to consider the amendment of the Redevelopment Plans to extend certain limits for completion of redevelopment activities.

F. The Agency is vested with the responsibility for administering the Redevelopment Plans, including the merger of the Project Areas and the amendment of the Redevelopment Plans.

G. With execution of this Agreement the City is appropriating the City Loan to the Agency for the purpose of administering the Redevelopment Plans and funding the activities of the Agency with regards to the merger of the Project Areas and the amendment of the Redevelopment Plans until such time as the Agency receives tax increment funds for these purposes.

H. The City Loan will be used by the Agency to fund staff time, expenses, overhead costs, consultants contract costs, use of City facilities and other related expenses in the administration of the Redevelopment Plans.

I. In addition, the City and the Agency have entered into this Agreement to provide for implementation by the City, on behalf of the Agency, of all local actions required to complete the Public Improvements and for payment by the Agency of specified revenues and bond proceeds that are necessary to meet the costs of the Public Improvements and to provide for the City Loan for administrative purposes.

J. The City Council pursuant to Resolution No. _____ adopted on _____, 1995 has determined in accordance with Health and Safety Code Section 33445 that (i) the Public Improvements in each Project Area are of benefit to the Project Area or the area surrounding the Project Area; (ii) that no other reasonable means of financing the Public Improvements is available to the community and (iii) payment of the costs for the Public Improvements in each Project Area will assist in the elimination of one or more blighting conditions in the Project Area for which the Public Improvements are developed and is consistent with the implementation plan adopted for each Project Area.

NOW, THEREFORE, the City and the Agency agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 General Definitions.

The following general definitions shall govern this Agreement:

(a) "Agency" means the Redevelopment Agency of the City of Seaside, California.

- (b) "Agreement" means this Financing Agreement.
- (c) "City" means the City of Seaside, California.
- (d) "City Loan" means the advances of funds made by the City on behalf of the Agency to pay for General Administrative Costs for each of the Redevelopment Plans and Merger Amendment Costs.
- (e) "Community Redevelopment Law" means the California Community Redevelopment (Health and Safety Code Section 33000 et seq.)
- (f) "Fiscal Year" means the period commencing on July 1 and ending the following June 30.
- (g) "General Administrative Costs" means the Agency's reasonable costs related to accounting, reporting, statutory compliance, conduct of Agency meetings, administration of this Agreement, the Fiscal Agreements, statutory pass-through payments and other similar matters necessary for the general administration of the Redevelopment Plans in the amounts set forth in Exhibit A, attached hereto and incorporated herein, which Exhibit may be amended from time to time.
- (h) "Fiscal Agreements" means any fiscal agreements entered into by the Agency with affected taxing agencies pursuant to former Health and Safety Code Section 33401 in connection with the adoption of any of the Redevelopment Plans.
- (i) "Housing Fund" means the Agency's Low and Moderate Income Housing Fund established pursuant to Health and Safety Code Section 33334.3, into which the Agency is required to make annual deposits pursuant to Health and Safety Code Sections 33334.2 and 33334.6.
- (j) "Merger Administrative Costs" means the costs of preparing the merger amendment of the Redevelopment Plans and the amendments to the Redevelopment Plans, including staff time, consultants' contract costs, legal costs and other related expenses, as such costs are set forth in Exhibit B, attached hereto and incorporated herein, which Exhibit may be amended from time to time.
- (k) "Net Public Improvements Tax Increment Revenue" for a given Fiscal Year means Tax Increment for that Fiscal Year received by the Agency from the County Auditor- Controller less the sum of the following amounts for that Fiscal Year:

(i) the amount owed by the Agency to the County pursuant to the provisions of Revenue and Taxation Code Section 97 (or any successor statute) for property tax collection services;

(ii) the deposits to the Housing Fund required pursuant to Health and Safety Code Sections 33334.2 and 33334.6;

(iii) any other payments mandated to be made by the Agency pursuant to the Community Redevelopment Law or other applicable statute;

(iv) the amounts required to be paid by the Agency pursuant to the terms of the Fiscal Agreements or the terms of Health and Safety Code Section 33607.7 (regarding statutory pass-through payments);

(v) the amount required to repay the City Loan; and

(vi) payments by the Agency of principal, interest, and any other amounts due during the Fiscal Year, and any prepayments of principal or interest (including premiums paid thereon) made during the Fiscal Year, with respect to any indebtedness or other costs issued or incurred by the Agency for the purpose of financing or refinancing the activities of the Redevelopment Plans which is in whole or in part payable from or secured by a pledge of Tax Increment Revenue from the Project Areas.

(l) "Project Areas" means for each Redevelopment Plan the area over which the Agency has redevelopment authority.

(m) "Public Improvements" means the public improvements to be undertaken for the benefit of each Project Area listed in Exhibit C attached hereto and incorporated herein, which may be amended from time to time. Exhibit C list the applicable Public Improvements and the allocable share of each Public Improvements by representing the proportional benefit of such Public Improvement to the applicable Project Area.

(n) "Redevelopment Plans" means collectively the Gateway Redevelopment Plan adopted by the City on January 12, 1967; the Gateway Auto Center Expansion Redevelopment Plan adopted by the City on July 6, 1989; the Del Monte Heights Redevelopment Plan adopted by the City on January 10, 1963; the Noche Buena Redevelopment Plan adopted by the City on March 31, 1960; the Hannon Redevelopment Plan adopted by the City on January 21, 1965; the Laguna Grande Redevelopment Plan adopted by the City on January 22, 1970; and the City Center Redevelopment Plan adopted

by the City on June 20, 1991, as such Plans may be amended from time to time.

(o) "Tax Increment Revenue" means those taxes which the Agency is entitled to claim and have allocated to it pursuant to the provisions of the Redevelopment Plans.

ARTICLE 2

CITY LOAN

Section 2.1 City Loan.

The City hereby agrees to advance to the Agency the City Loan for the purpose of paying General Administrative Costs and Merger Administrative Costs. The City shall advance the City Loan to the Agency from time to time in amounts necessary to pay the General Administrative Costs and the Merger Administrative Costs as such costs are incurred by the Agency. In the event the City disburses additional funds for the payment of General Administrative Costs or Merger Administrative Costs, such funds shall be added to the principal balance of the City Loan and shall become a debt of the Agency and Exhibit A and Exhibit B shall be amended to reflect these additional costs.

Section 2.2 Loan Repayment.

(a) Loan Repayment Terms. The Agency hereby agrees to repay the City Loan to the City using Tax Increment Revenue from the respective Project Areas for which the City Loan proceeds were expended to pay General Administrative Costs and/or Merger Administrative Costs. The City Loan shall bear interest at the rate of one percent (1%) per annum above the reference rate charged by Wells Fargo Bank, San Francisco, California from time to time. The outstanding principal balance of the City Loan shall bear interest from the date loan funds were advanced by the City on behalf of the Agency until such time as the City Loan is paid in full. In the event the Tax Increment Revenues from any Project Area are insufficient to repay the portion of the City Loan used for General Administrative Costs or Merger Administrative Costs for that Project Area, the Agency is under no obligations to the City to make such repayment from any other funds or resources it may have or acquire.

(b) Term. The Term of the City Loan shall begin as of the date of this Agreement and shall continue until the full amount of the City Loan with interest is repaid.

ARTICLE 3

PUBLIC IMPROVEMENTS

Section 3.1 City Obligations.

(a) General. The City shall perform, on the Agency's behalf, all local actions under the Redevelopment Plans necessary to design, acquire, install and construct the Public Improvements in a timely manner, including but not limited to: acquisition of right-of-way; utility relocations; preconstruction activities including environmental reviews and mitigation, engineering studies, traffic studies and surveys; demolitions; site preparation; and construction. Prior to undertaking any Public Improvements, the City shall be responsible for conducting any environmental reviews necessary under State law.

(b) Applications of Funds. To meet its obligations under this Section 3.1, the City shall apply the Net Public Improvements Tax Increment Revenue from a specific Project Area paid by the Agency to the City pursuant to this Agreement for Public Improvements in or of benefit to that Project Area. All payments received by the City from the Agency shall be used for the purpose of financing the Public Improvements and until so used shall be invested in the same manner the City may invest other City revenues.

Section 3.2 Agency Payments.

The Agency shall pay to the City, by not later than the last day of each Fiscal Year, the Net Public Improvements Tax Increment Revenue from each Project Area for that Fiscal Year. By not later than September 1 of each Fiscal Year, the Agency and the City shall meet and confer to determine the estimated amount of the Net Public Improvement Tax Increment Revenue with respect to each Project Area for that Fiscal Year, and the Agency shall report on its annual statement of indebtedness for the respective Project Area prepared pursuant to Health and Safety Code Section 33675 such estimated amounts as the amount payable by the Agency under this Section 3.2 for that Fiscal Year.

Section 3.3 Term.

This Article 3 shall control the rights and obligations of the parties with regard to the Public Improvements from execution of this Agreement until the earlier to occur of the following:

(a) Completion of and payment in full for the Public Improvements; or

(b) Last day for receipt of Tax Increment Revenue by the Agency under the Redevelopment Plans.

Section 3.4 Records and Inspection.

The City shall maintain adequate books and records regarding its activities pursuant to this Agreement, including, without limitation, records of all receipts, investments and expenditures of funds received from the Agency and from all other sources for purposes of completing the Public Improvements. Such books and records shall be available for inspection by the officers and agents of the Agency at all reasonable times. Within ninety (90) days after the end of each Fiscal Year and concurrently with termination of this Agreement, the City shall provide to the Agency an accounting of the use of the funds received from the Agency and from all other sources for purposes of completing the Public Improvements.

ARTICLE 4.

GENERAL PROVISIONS

Section 4.1 Indebtedness of Agency.

The obligations of the Agency to make payments to the City as specified in this Agreement shall constitute indebtedness of the Agency incurred in carrying out the activities under the Redevelopment Plans and a pledge of Tax Increment Revenue from the respective Project Areas to repay such indebtedness under the provisions of Section 16 of Article XVI of the Constitution of the State of California and under the Community Redevelopment Law. The indebtedness created by this Agreement is separate from and in addition to any prior debts the Agency may have incurred to the City with respect to loans, advances or services made or provided to the Agency in any Fiscal Year prior to Fiscal Year 1994-95.

The obligations of the Agency to make payments to the City as specified in this Agreement are expressly subordinated to any and all payments necessary to satisfy the Agency's obligations in connection with bonded indebtedness secured in whole or in part by an Agency pledge of Tax Increment Revenue. The City Manager, on behalf of the City, shall execute such documents as may be required to evidence the subordination of payments provided for in this Agreement.

Section 4.2 Default.

Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The injured party shall give written notice of default to the defaulting party and no action may be instituted against the defaulting party until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of default.

Upon receipt of written notice of default, the defaulting party must immediately commence to cure, correct, or remedy such default and shall complete such cure, correction or remedy with reasonable diligence. If the defaulting party fails to cure, correct or remedy the default within thirty (30) days of receipt of the written notice of default, the injured party may exercise any rights at law or in equity to remedy the default.

Section 4.3 Title of Parts and Sections.

Any title of the parts, sections or subsections of this Agreement is intended for convenience of reference only and shall be disregarded in construing or interpreting any part of its provisions.

Section 4.4 Applicable Law.

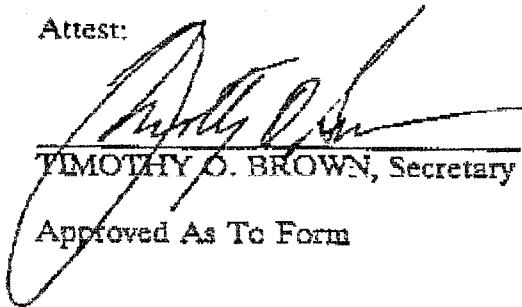
The laws of the State of California shall govern the interpretation of this Agreement.

Section 4.5 Severability.

If any provision of this Agreement is determined to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, to achieve the intent of the parties. In any event, all other provisions shall be deemed valid and enforceable to the greatest extent possible.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Attest:


TIMOTHY O. BROWN, Secretary
Approved As To Form

REDEVELOPMENT AGENCY OF THE
CITY OF SEASIDE


DON R. JORDAN, Chairperson


DONALD G. FREEMAN, Legal Counsel

Attest:


ARLENE SOTO, City Clerk

CITY OF SEASIDE


DON R. JORDAN, Chairperson

Approved As To Form:


DONALD G. FREEMAN, City Attorney

EXHIBIT A

| GENERAL ADMINISTRATIVE COSTS | Gateway Auto | | Del Monte | Noche Buena | Hannon | aguna Grand | City Center | Total |
|----------------------------------|--------------|---------------|-----------|-------------|--------|-------------|-------------|-----------|
| | Gateway | Cntr Expansio | Heights | | | | | |
| Employee Services | 13,191 | 13,191 | 13,191 | 13,191 | 13,191 | 13,191 | 13,191 | 92,340 |
| Legal Services | 1,429 | 1,429 | 1,429 | 1,429 | 1,429 | 1,429 | 1,429 | 10,000 |
| Accounting and Audit | 714 | 714 | 714 | 714 | 714 | 714 | 714 | 5,000 |
| Training & Education | 29 | 29 | 29 | 29 | 29 | 29 | 29 | 200 |
| Consultant | 4,041 | 4,041 | 6,091 | 6,091 | 6,091 | 9,295 | 4,041 | 28,290 |
| Copy/Mail Machine | 153 | 153 | 153 | 153 | 153 | 153 | 153 | 1,070 |
| Typewriter | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 350 |
| Outside Printing Service | 71 | 71 | 71 | 71 | 71 | 71 | 71 | 500 |
| Publising & Legal Advertisements | 143 | 143 | 143 | 143 | 143 | 143 | 143 | 1,000 |
| Meetings & Travels | 214 | 214 | 214 | 214 | 214 | 214 | 214 | 1,500 |
| Books and Periodicals | 71 | 71 | 71 | 71 | 71 | 71 | 71 | 500 |
| Employee Auto Reimbursement | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 600 |
| Miscellaneous | 2,203 | 2,203 | 2,203 | 2,203 | 2,203 | 2,203 | 2,203 | 15,420 |
| | 22,396 | 22,396 | 24,446 | 24,446 | 24,446 | 27,649 | 22,396 | \$156,770 |

EXHIBIT B

| <u>MERGER ADMINISTRATIVE COSTS</u> | <u>Gateway</u> | <u>Gateway Auto Cntr Expansio</u> | <u>Del Monte Heights</u> | <u>Noche Buena</u> | <u>Hannon</u> | <u>aguna Grand</u> | <u>City Center</u> | <u>Total</u> |
|------------------------------------|----------------|---------------------------------------|------------------------------|--------------------|---------------|--------------------|--------------------|--------------|
| Legal Services | 571 | 571 | 571 | 571 | 571 | 571 | 571 | 4,000 |
| Redevelopment Consultant | 3,143 | 3,143 | 3,143 | 3,143 | 3,143 | 3,143 | 3,143 | 22,000 |
| | 3,714 | 3,714 | 3,714 | 3,714 | 3,714 | 3,714 | 3,714 | \$26,000 |

EXHIBIT C

| | Gateway | Gateway Auto Cntr Expansio | Del Monte Heights | Noche Buena | Hannon | Laguna Grande | City Center | Total |
|--|-----------|-------------------------------|----------------------|-------------|-----------|---------------|-------------|-------------|
| PUBLIC IMPROVEMENTS | | | | | | | | |
| Fremont Blvd Handicap Ramps | 83,333 | | | | | 83,333 | 83,333 | 250,000 |
| Broadway Reconstruction | | | | | | | 1,768,000 | 1,768,000 |
| Seaside Motor City Complete Rehabilitation | 225,000 | | | | | | | 225,000 |
| Seaside Motor City Curb, Gutter and Sidewalk | 15,000 | | | | | | | 15,000 |
| Seaside Motor City Pylon Signs | 40,000 | | | | | | | 40,000 |
| Seaside Motor City Fountain Landscaping | 15,000 | | | | | | | 15,000 |
| Citywide North/South Corridor Study | 725,000 | 725,000 | 725,000 | 725,000 | 725,000 | 725,000 | 725,000 | 5,075,000 |
| Broadway Gate Road Improvements | | | | | | | 44,000 | 44,000 |
| Hilby Ave Connection Road Improvements | | | 33,000 | 33,000 | | | | 66,000 |
| La Salle Ave Connection Road Improvements | | | 33,000 | | 33,000 | | | 75,000 |
| Kimball Ave Connection Road Improvements | | | | | | 75,000 | | 75,000 |
| Hamilton/Trainity Storm Drain | | | | | | | 30,000 | 30,000 |
| Vallejo St Area Storm Drain | | | | | 25,000 | | | 25,000 |
| Laguna St Storm Drain Extension | | | | | | | 25,000 | 25,000 |
| Traffic Signalization at Del Monte and Fremont | | 396,000 | | | | | | 396,000 |
| Intersection Improvements at Fremont and Broadway | | | | | | | 720,000 | 720,000 |
| Citywide Travel Time Study and Speed Survey | 4,286 | 4,286 | 4,286 | 4,286 | 4,286 | 4,286 | 4,286 | 30,000 |
| Citywide Digitalize Parcels into Base Map | 14,286 | 14,286 | 14,286 | 14,286 | 14,286 | 14,286 | 14,286 | 100,000 |
| Oldemeyer Horse Shoe Pit Lights | | | 10,500 | 10,500 | | | | 21,000 |
| Oldemeyer Addn'l Parking Lot Lights | | | 7,500 | 7,500 | | | | 15,000 |
| Baseball/Soccer Fields at King Middle School | | | 162,000 | | | | | 162,000 |
| Basketball Counrts at Hightland, Martin and Cunningham Parks | | | 40,000 | | | | | 40,000 |
| Warning Track and Fence at Cutino Park | | | | | 15,000 | | | 15,000 |
| Automatic Valves at Water Storage Tanks | | | 15,000 | | | | | 15,000 |
| New Well and Connect to System New Water | | | 200,000 | | 200,000 | | | 400,000 |
| Water Transmissions Mains | | | 115,000 | | 115,000 | | | 230,000 |
| | 1,121,905 | 1,139,571 | 1,359,571 | 794,571 | 1,131,571 | 901,905 | 3,413,905 | \$9,872,000 |

**STAFF REPORT REGARDING THE ADOPTION OF A RESOLUTION
ON THE PROPOSED FINANCING AGREEMENT AND THE NECESSARY FINDINGS
PURSUANT TO SECTION 33445 OF THE STATE OF CALIFORNIA HEALTH AND SAFETY CODE**

I. Summary Of The Proposed Financing Agreement

The Redevelopment Agency of the City of Seaside (the "Agency") and the City of Seaside (the "City") are proposing to enter into a Financing Agreement (the "Agreement") regarding the funding of certain public improvements related to the Agency's redevelopment projects: Gateway, Laguna Grande, Gateway Auto Center Expansion, City Center, Hannon, Del Monte Heights, and Noche Buena Redevelopment Projects (the "Projects").

Under the Agreement, the City would advance to the Agency a City Loan for the purpose of paying for administering the Redevelopment Plans (as detailed on Exhibit A to the Agreement) and the activities of the Agency with regards to the merger of the Project Areas (as detailed on Exhibit B to the Agreement) until such time as the Agency receives tax increment funds for these purposes. The Agency would repay the City Loan to the City using tax increment revenue from the respective Project Areas for which the City Loan proceeds were expended.

In addition, pursuant to the Agreement, the City would provide for all local actions required for the implementation of certain public improvements (as detailed on Exhibit C to the Agreement), on behalf of the Agency. In turn, the Agency would pay, from specified revenues, certain amounts that are necessary to meet the costs of the Public Improvements to the City. Pursuant to Section 33445 of the State of California Health and Safety Code, the Agency and the City must make certain findings in reference to the funding of public improvements. These findings are summarized below.

II. Summary of Findings Pursuant to Section 33445 of the Health and Safety Code

Pursuant to Health and Safety Code Section 33445, the Agency is authorized, with the consent of City Council, to pay all or a part of the cost of construction of any improvement which is publicly owned either within or without the project areas. The Agency and City Council must determine (a) that the public improvements are of benefit to the Project Area or to the immediate neighborhood in which the improvements are located, (b) that no other reasonable means of financing the public improvements are available to the community, and (c) that assisting in the development of the public improvements will assist in the elimination of one or more blighting conditions inside the Project Area and is consistent with the implementation plan adopted pursuant to Section 33490 of the Community Redevelopment Law ("CRL").

A. Estimate Of The Amount Of Tax Increment To Be Used By The Agency For The Construction of Public Improvements

Under the proposed Agreement, the Agency would estimate the amount of tax increment to be used by the Agency for the Construction of Public Improvements from time to time and this amount would be shown on Exhibit C and attached to the Agreement. Pursuant to the Agreement, by not later than September 1 of each Fiscal Year, the Agency and the City shall meet and confer to determine the estimated amount of tax increment revenue to be paid to the City by the Agency for costs of improvement with respect to each Project Area for that Fiscal Year. The Agency would then pay to the City, by not later than the last day of each Fiscal Year, the tax increment revenue necessary for the public improvements from each Project Area for that Fiscal Year. Based on the Agency's estimate of the cost of construction of the applicable public improvements the amount of tax increment to be used by the Agency for the construction of proposed public improvements is summarized below by Project Area.

| | | | | | | | |
|----------------|------------------|----------------|--------------|---------------|---------------|--------------------|-------------|
| | Gateway | | | | | | Agency |
| | Auto Ctr | Del Monte | Noche | | Laguna | | Total |
| <u>Gateway</u> | <u>Expansion</u> | <u>Heights</u> | <u>Buena</u> | <u>Hannon</u> | <u>Grande</u> | <u>City Center</u> | |
| 1,121,905 | 1,139,571 | 1,359,571 | 794,571 | 1,131,571 | 901,905 | 3,413,905 | \$9,872,000 |

B. Facts Supporting The Findings To Be Made Pursuant To Health And Safety Code Section 33445.

1. Facts Supporting The Finding That The Improvements Are Of Benefit To The Project Areas Or The Immediate Neighborhoods In Which the Projects Are Located.

a. Public Improvements For All Project Areas -

Certain public improvements have been proposed for all of the Agency's seven redevelopment Project Areas. These include studies of north/south corridors of the Project Areas, surveys of travel time and speed, and the digitalization of Project Area parcels into base maps. Each of these projects will be of benefit to the public improvement system of the Project Areas and immediate neighborhoods by providing a more efficiently designed and monitored traffic and infrastructure system. In addition, these projects will enable the City to deliver services in a faster and more efficient manner by not only managing today's needs, but also identifying tomorrow's.

b. Gateway Redevelopment Project -

Construction of the improvements to the Seaside Motor City are the cornerstone of the Agency's strategy for redevelopment of the Gateway Project. To keep the Seaside Motor City's competitive edge, the Agency proposes certain improvements to make the area more attractive and to mitigate the inadequate storage-parking for auto dealers within the Gateway Project. The ability of the Agency to attract new investors and to encourage existing businesses and surrounding property owners to maintain and reinvest in their properties in many ways depends on the success of the Seaside Motor City. The Agency proposes the installation of handicap ramps along certain portions of Fremont Boulevard. The Project Area will benefit through improved accessibility to the disabled.

c. Gateway Auto Center Expansion Redevelopment Project -

The Agency's objective for the Gateway Auto Center Expansion Project is to encourage the development of auto dealerships in the Project Area that would build upon the Seaside Motor City's market. As a result, the Agency is proposing the street improvements along Del Monte Boulevard to improve access to properties along the boulevard and thereby make the Project Area more attractive to prospective dealerships. The proposed traffic signalization of Del Monte Boulevard and Fremont will benefit the Project Area through improved traffic flow and safety.

d. Del Monte Heights Redevelopment Project -

Currently, the street system in the Del Monte Heights Project are not connected to the streets located within the boundaries of Fort Ord. To mitigate this infrastructure deficiency, the Agency is proposing street improvements on Hilby Avenue and La Salle Avenue that will connect

the respective streets directly to Fort Ord. Through this proposed public improvement, the Project Area will benefit from improved traffic circulation and improved access to new facilities to be located at Fort Ord. The Agency has proposed the funding of improvements to Oldemeyer Park, baseball/soccer fields at King Middle School and basketball courts at certain parks in the Project Area and nearby neighborhoods. The upgrading and renovation of recreational uses will greatly benefit the Project Area, because parks provide a recreational amenity for the daytime population as well as for the weekend population found in the surrounding residential neighborhoods of the Project Area. The City of Seaside generates and maintains a portion of the water needs for their City's population. The City's water well, which is located in the Del Monte Heights Redevelopment Project, provides water services the Del Monte Heights and Hannon Projects as well as neighborhoods immediately north. As a result, the improvements of this well will directly benefit the Project Area by continued and improved water quality.

e. Noche Buena Redevelopment Project -

As mentioned above, the Agency has proposed the funding of certain improvements to Oldemeyer Park. This park is utilized by the residents of the Noche Buena Project as well as the immediate neighborhoods. Noche Buena is primarily a residential project and includes the Noche Buena School. The funding of the proposed public improvements will allow for the installation of horse shoe pit lights and parking lot lights. Parks in a residential and school neighborhood benefit to the Project Area by providing a safe and enjoyable environment for recreational uses. The Project Area will benefit even further from the safety that additional lighting will provide to Oldemeyer Park.

f. Hannon Redevelopment Project -

As mentioned previously, the City of Seaside water wells service the Hannon Redevelopment Project. As a result, the Agency's proposed improvements to the wells are of direct benefit to the Project and the immediate neighborhoods. In addition, the Agency proposes to fund certain improvements to the Vallejo Street storm drain. The construction of certain improvements to the storm drain will mitigate the current flooding problems often experienced within the Project Area. Cutino Park is located in the boundaries of the Hannon Project. The proposed funding of a warning track and fence will increase the safety of the park for residents in the Project Area and surrounding neighborhoods. La Salle Avenue runs across the north perimeter of the Hannon Project. The Agency is proposing the funding of certain street improvements that will benefit the Project Area and surrounding neighborhoods as the street conditions improve and the traffic safety is increased.

- g. Laguna Grande Redevelopment Project -
The proposed public improvements, such as the construction of handicap ramps along Fremont Boulevard, are aimed at improving the quality of the Laguna Grande Project's physical environment. Kimball Avenue is located directly outside the boundaries of the Laguna Grande Project, but the street improvements proposed by the Agency on Kimball Avenue will improve the accessibility of the Laguna Grande Project. The direct benefit will accrue to the Project Area because the revitalization of the street will assist in the Agency's effort to attract commercial and in particular visitor-oriented commercial uses to the Project Area.

- h. City Center Redevelopment Project -
The Agency's objective for this Project Area is, among other things, to develop neighborhood serving commercial uses that are of benefit to the Project Area. The Agency proposes to attract these uses by improving the infrastructure of the area and completing the reconstruction and rehabilitation of the Broadway Avenue. Seen as a primary gateway in the City of Seaside, Broadway Avenue's enhancement is meant to serve as a catalyst toward the revitalization of the entire City Center Project. The Agency is aiming to attract new businesses as well as support the existing businesses through a rehabilitation of the infrastructure. In addition, improvements are proposed for the intersection of Fremont and Del Monte Boulevard, which is located within the boundaries of the Project Area. Based on reported storm drain deficiencies in the Project Area, the Agency is proposing certain improvements to the Hamilton/Trinity and Laguna Street storm drains. The Project Area and surrounding neighborhoods will directly benefit from the mitigation of flooding tendencies in the area.

2. Facts Supporting The Finding That There Are No Other Reasonable Means Of Financing The Improvements Available To The City.

The City of Seaside 1994-95 Six Year Capital Improvement Program identifies approximately \$34 million of improvements needed throughout the City. The City has attempted to secure all customary resources for public improvements identified in the Program: coastal conservancy and EDA grants, gas tax revenue, state energy loans, developer contributions, Community Development Block Grant funds, water enterprise and assessment district revenues, Proposition 116 funds, and other sources of revenue. These resources are inadequate to cover the full cost of the public improvements identified in the Capital Improvement Program and as a result, approximately \$20 million in improvements are designated as Unfunded. Of this Unfunded amount, approximately \$10 million in public improvements are located in or near the Project Areas. Although these improvements are needed and will benefit the Project Areas greatly, they cannot be funded by the City due to the lack of available resources.

The Agency, in order to promote the benefits discussed in Section III (A) above, has approached the City and offered to fund the proposed public improvement projects that are located in or near the Redevelopment Project Areas. As discussed earlier, the City has determined that it cannot provide additional funds without reducing funding of essential City activities. Thus the Agency's

participation is the only reasonable means of financing these proposed public improvements for each Project Area.

3. Facts Supporting The Finding That Assisting The Development Of The Public Improvements Will Assist In The Elimination Of One Or More Blighting Conditions Inside Each Of Project Area And Is Consistent With The Implementation Plans.

Assisting the development of the public improvements will assist in the elimination of blighting conditions found in each of the Project Areas because it will do the following:

- a. provide public improvements as needed, which cannot be funded by private governmental action without redevelopment;
- b. mitigate the age, obsolescence and deterioration of the infrastructure of the Project Areas;
- c. encourage and ensure the building and development of certain areas so as to eliminate the prevalence of depreciated values, impaired investments and economic maladjustment;
- d. stimulate economic activity in the Project Areas that is in turn expected to induce private sector investment in and revitalization of the Project Areas;
- e. ensure that the recreational park system serving the Project Areas will have the physical capacity to serve the residents of the Project Areas and surrounding neighborhoods;
- f. eliminate or ameliorate existing environmental deficiencies, including substandard vehicular circulation and parking system, inadequate infrastructure, insufficient off-street parking, and other similar public deficiencies adversely affecting the Project Areas; and,
- g. promote new and continuing private sector investment within the Project Area to prevent the loss of existing and to facilitate the increase of commercial sales activity.

As shown on pages 17 through 21 of the Implementation Plan adopted pursuant to Section 33490, the proposed public improvements shown on the exhibit attached to the Agreement are consistent with the goals and objectives that the Agency has in each Project Area.

4. Redevelopment Purpose For Which Tax Increment Revenues Are Being Used To Pay For The Improvements.

The Financing Agreement between the Agency and the City will advance the redevelopment purpose of revitalizing the Project Areas and stimulating private sector development in the Project Areas. As described in Part III (A) above, there are certain public improvements that are needed within each of the Project Areas. As described in Part III (B) above, the benefits to be provided to the Project Areas and immediate

neighborhoods by the construction of these public improvements are at risk of not materializing without Agency funding. As described in Part III (C) above, the proposed public improvements will eliminate one or more blighting condition within the Project Areas and as a result, the Financing Agreement will advance the redevelopment purposes of the Agency.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

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

DATE: January 6, 2022

**SUBJECT: REVIEW OF THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 22-23
FOR THE PERIOD JULY 1, 2022 – JUNE 30, 2023, PURSUANT TO
HEALTH AND SAFETY CODE SECTION 34177**

RECOMMENDATION

Accept and review the ROPS 22-23 for the period July 1, 2022 – June 30, 2023 pursuant to Health and Safety Code Section 34177 and direct staff to forward the presentation to the Monterey County Consolidated Oversight Board for further review and approval.

BACKGROUND

Upon dissolution of the Redevelopment Agency of the City of Seaside on February 1, 2012, pursuant to AB X1 26, the Successor Agency to the Redevelopment Agency of the City of Seaside was constituted and is governed by a board of directors consisting of the members of the City Council.

Pursuant to Health and Safety Code Section 34177, successor agencies are required to prepare Recognized Obligation Payment Schedules (ROPS) prior to each twelve-month fiscal period. The Successor Agency previously prepared a ROPS for the fiscal period commencing on July 1, 2021, and ending on June 30, 2022, (ROPS 21-22). At this time, a ROPS has been prepared for the next twelve-month fiscal period commencing on July 1, 2022, and ending on June 30, 2023 (ROPS 22-23).

The ROPS 22-23 is to be submitted to the County Auditor-Controller, the County Administrative Office, the Department of Finance (DOF) and the State Controller's Office

by February 1, 2022. Prior to submission, the ROPS must be reviewed and approved by the new Consolidated Oversight Board on January 14, 2022. The Successor Agency must submit the ROPS to the DOF and a copy of the Consolidated Oversight Board's approved ROPS must be posted on the Successor Agency's website.

The DOF may eliminate or modify any items on the ROPS before approving the ROPS. The DOF must make its determination regarding the enforceable obligations and the amount and funding source for each enforceable obligation listed on a ROPS no later than 45 days after the ROPS is submitted. Within five business days of the DOF's determination, the Successor Agency may request to "meet and confer" with the DOF on disputed items. The County Auditor-Controller may also object to the inclusion of any item on the ROPS that is not demonstrated to be an enforceable obligation and may object to the funding source proposed for any item.

Beginning with ROPS 19-20, the ROPS must be presented for the Consolidated Oversight Board (COB) for approval before being submitted to the DOF. Previously the ROPS was presented to the Seaside Oversight Board. Due to changes in the law, there is now one Consolidated Oversight Board for each County. Upon the COB approval, the ROPS 22-23 will be submitted to DOF. The COB will meet on January 14, 2022.

The COB requests an explanation of previously approved ROPS items and an explanation of any changes requested for ROPS 22-23. Since the COB is requesting that information, it is also hereby presented to the Successor Agency (SA) to inform the SA of what information the COB will receive.

A summary of the approved ROPS items is attached. The Obligation Amount is the outstanding amount as of June 30, 2022. The ROPS 22-23 Amt. is the amount being requested as part of ROPS 22-23. The summary is followed by an explanation of each item and any changes.

FISCAL IMPACT

Preparation of the ROPS 22-23 is in furtherance of allowing the Successor Agency to pay enforceable obligations of the former redevelopment agency.

ATTACHMENTS

- 1. ROPS 22-23 Submission
- 2. 2014 Refunding Series Amortization Schedule
- 3. Summary of ROPS Obligations and ROPS 22-23 Requests
- 4. ROPS 22-23 Sponsoring Entity Loan Repayment Calculator

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

**Recognized Obligation Payment Schedule (ROPS 22-23) - Summary
Filed for the July 1, 2022 through June 30, 2023 Period**

Successor Agency: Seaside
County: Monterey

| Current Period Requested Funding for Enforceable Obligations (ROPS Detail) | 22-23A Total (July - December) | 22-23B Total (January - June) | ROPS 22-23 Total |
|---|---|--|-----------------------------|
| A Enforceable Obligations Funded as Follows (B+C+D) | \$ - | \$ - | \$ - |
| B Bond Proceeds | - | - | - |
| C Reserve Balance | - | - | - |
| D Other Funds | - | - | - |
| E Redevelopment Property Tax Trust Fund (RPTTF) (F+G) | \$ 322,140 | \$ 592,783 | \$ 914,923 |
| F RPTTF | 322,140 | 499,652 | 821,792 |
| G Administrative RPTTF | - | 93,131 | 93,131 |
| H Current Period Enforceable Obligations (A+E) | \$ 322,140 | \$ 592,783 | \$ 914,923 |

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Seaside
Recognized Obligation Payment Schedule (ROPS 22-23) - Report of Cash Balances
July 1, 2019 through June 30, 2020
 (Report Amounts in Whole Dollars)

| A | | B | | C | | D | | E | | F | | G | | H | |
|--|---|---|--|------------------------------------|-----------------------------------|---|------------------------------|---------------------|--|-------|--|----------|--|---|--|
| | | | | Bond Proceeds | | Reserve Balance | | Other Funds | | RPTTF | | Comments | | | |
| | | ROPS 19-20 Cash Balances (07/01/19 - 06/30/20) | | Bonds issued on or before 12/31/10 | Bonds issued on or after 01/01/11 | Prior ROPS RPTTF and Reserve Balances retained for future period(s) | Rent, grants, interest, etc. | Non-Admin and Admin | | | | | | | |
| Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. | | | | | | | | | | | | | | | |
| 1 | Beginning Available Cash Balance (Actual 07/01/19) | | | | | 1,063,630 | 252,889 | 35,960 | | | | | | | |
| | RPTTF amount should exclude "A" period distribution amount. | | | | | | | | | | | | | | |
| 2 | Revenue/Income (Actual 06/30/20) | | | | | | 96,992 | 1,990,049 | | | | | | | |
| | RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller | | | | | | | | | | | | | | |
| 3 | Expenditures for ROPS 19-20 Enforceable Obligations (Actual 06/30/20) | | | | | 602,131 | | 1,698,324 | | | | | | | |
| | | | | | | | | | | | | | | | |
| 4 | Retention of Available Cash Balance (Actual 06/30/20) | | | | | | | 138,381 | | | | | | | |
| | | | | | | | | | | | | | | | |

| Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. | | | | | | | |
|--|---|------------------------------------|-----------------------------------|---|------------------------------|---------------------|--|
| A | B | C | D | E | F | G | H |
| | | Fund Sources | | | | | |
| | | Bond Proceeds | Reserve Balance | Other Funds | RPTTF | | |
| | | Bonds issued on or before 12/31/10 | Bonds issued on or after 01/01/11 | Prior ROPS RPTTF and Reserve Balances retained for future period(s) | Rent, grants, interest, etc. | Non-Admin and Admin | Comments |
| | ROPS 19-20 Cash Balances (07/01/19 - 06/30/20) | | | | | | |
| | RPTTF amount retained should only include the amounts distributed as reserve for future period(s) | | | | | | 20-21 |
| 5 | ROPS 19-20 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC | | | No entry required | | 153,380 | G5 19-20 PPA report excess RPTTF & Admin RPTTF |
| 6 | Ending Actual Available Cash Balance (06/30/20) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5) | \$- | \$- | \$461,499 | \$349,881 | \$35,924 | |

Seaside
Recognized Obligation Payment Schedule (ROPS 22-23) - Notes
July 1, 2022 through June 30, 2023

| Item # | Notes/Comments |
|--------|----------------|
| 6 | |
| 7 | |
| 12 | |
| 34 | |
| 40 | |
| 45 | |
| 46 | |
| 48 | |
| 49 | |

| | |
|---------------------|----------------|
| INT ACCRUES FROM: | 12/23/2014 |
| FIRST PAYMENT DATE: | 2/1/2015 |
| FINAL MATURITY: | 8/1/2033 |
| MAX ANNUAL D.SERV: | \$2,515,225.00 |

| | | | |
|--------------------|-------------------------|--------------------|-------------------------------------|
| Requested for ROPS | Expenditure During ROPS | Item 45 2014 TAR B | Item 48 Reserve for August Payments |
|--------------------|-------------------------|--------------------|-------------------------------------|

| DATE: | COUPON: | PRINCIPAL DUE: | INTEREST DUE: | DEBT SERVICE | OUTSTANDING OBLIGATION | | | | |
|----------|---------|----------------|---------------|----------------|------------------------|----------|----------|-----------|-------------|
| 2/1/2020 | | | \$ 38,381.25 | \$38,381.25 | \$2,515,225.00 | 2019-20B | 2019-20B | \$38,381 | |
| 8/1/2020 | 5.000% | \$100,000.00 | \$ 38,381.25 | \$138,381.25 | \$2,338,462.50 | 2019-20B | | | \$138,381 |
| 2/1/2021 | | | \$ 35,881.25 | \$35,881.25 | \$2,338,462.50 | 2020-21B | 2020-21B | \$35,881 | |
| 8/1/2021 | 5.000% | \$110,000.00 | \$ 35,881.25 | \$145,881.25 | \$2,156,700.00 | 2020-21B | | | \$145,881 |
| 2/1/2022 | | | \$ 33,131.25 | \$33,131.25 | \$2,156,700.00 | 2021-22B | 2021-22B | \$33,131 | |
| 8/1/2022 | 5.000% | \$115,000.00 | \$ 33,131.25 | \$148,131.25 | \$1,975,437.50 | 2021-22B | | | \$148,131 |
| 2/1/2023 | | | \$ 30,256.25 | \$30,256.25 | \$1,975,437.50 | 2022-23B | 2022-23B | \$30,256 | |
| 8/1/2023 | 5.000% | \$120,000.00 | \$ 30,256.25 | \$150,256.25 | \$1,794,925.00 | 2022-23B | | | \$150,256 |
| 2/1/2024 | | | \$ 27,256.25 | \$27,256.25 | \$1,794,925.00 | 2023-24B | 2023-24B | \$27,256 | |
| 8/1/2024 | 5.000% | \$125,000.00 | \$ 27,256.25 | \$152,256.25 | \$1,615,412.50 | 2023-24B | | | \$152,256 |
| 2/1/2025 | | | \$ 24,131.25 | \$24,131.25 | \$1,615,412.50 | 2024-25B | 2024-25B | \$24,131 | |
| 8/1/2025 | 5.000% | \$135,000.00 | \$ 24,131.25 | \$159,131.25 | \$1,432,150.00 | 2024-25B | | | \$159,131 |
| 2/1/2026 | | | \$ 20,756.25 | \$20,756.25 | \$1,432,150.00 | 2025-26B | 2025-26B | \$20,756 | |
| 8/1/2026 | 5.000% | \$135,000.00 | \$ 20,756.25 | \$155,756.25 | \$1,255,637.50 | 2025-26B | | | \$155,756 |
| 2/1/2027 | | | \$ 17,381.25 | \$17,381.25 | \$1,255,637.50 | 2026-27B | 2026-27B | \$17,381 | |
| 8/1/2027 | 3.000% | \$145,000.00 | \$ 17,381.25 | \$162,381.25 | \$1,075,875.00 | 2026-27B | | | \$162,381 |
| 2/1/2028 | | | \$ 15,206.25 | \$15,206.25 | \$1,075,875.00 | 2027-28B | 2027-28B | \$15,206 | |
| 8/1/2028 | 3.000% | \$145,000.00 | \$ 15,206.25 | \$160,206.25 | \$900,462.50 | 2027-28B | | | \$160,206 |
| 2/1/2029 | | | \$ 13,031.25 | \$13,031.25 | \$900,462.50 | 2028-29B | 2028-29B | \$13,031 | |
| 8/1/2029 | 3.000% | \$155,000.00 | \$ 13,031.25 | \$168,031.25 | \$719,400.00 | 2028-29B | | | \$168,031 |
| 2/1/2030 | | | \$ 10,706.25 | \$10,706.25 | \$719,400.00 | 2029-30B | 2029-30B | \$10,706 | |
| 8/1/2030 | 3.125% | \$160,000.00 | \$ 10,706.25 | \$170,706.25 | \$537,987.50 | 2029-30B | | | \$170,706 |
| 2/1/2031 | | | \$ 8,206.25 | \$8,206.25 | \$537,987.50 | 2030-31B | 2030-31B | \$8,206 | |
| 8/1/2031 | 3.250% | \$165,000.00 | \$ 8,206.25 | \$173,206.25 | \$356,575.00 | 2030-31B | | | \$173,206 |
| 2/1/2032 | | | \$ 5,525.00 | \$5,525.00 | \$356,575.00 | 2031-32B | 2031-32B | \$5,525 | |
| 8/1/2032 | 3.250% | \$170,000.00 | \$ 5,525.00 | \$175,525.00 | \$175,525.00 | 2031-32B | | | \$175,525 |
| 2/1/2033 | | | \$ 2,762.50 | \$2,762.50 | \$175,525.00 | 2032-33B | 2032-33B | \$2,763 | |
| 8/1/2033 | 3.250% | \$170,000.00 | \$ 2,762.50 | \$172,762.50 | \$0.00 | 2032-33B | | | \$172,763 |
| | | | | | | | | | |
| | | \$1,950,000.00 | \$565,225.00 | \$2,515,225.00 | | | | \$282,610 | \$2,232,610 |
| | | | | | | | | | |

Successor Agency for the Redevelopment Agency for the City of Seaside
 Summary of ROPS Obligations and ROPS 22-23 Requested Amount:

| Item No. | Project Name | Obligation Amt. | ROPS 22-23 Amt. |
|----------|-------------------------------------|-----------------|-----------------|
| 6 | City Loan | \$2,333,431 | \$638,280 |
| 7 | City Loan | 500,000 | 0 |
| 12 | Property Services | 0 | 0 |
| 23 | SERAF | 0 | 0 |
| 24 | SERAF | 0 | 0 |
| 34 | Bond Maintenance Fees | 20,400 | 3,000 |
| 45 | 2014 Tax Allocation Refunding Bonds | 383,569 | 30,256 |
| 48 | Reserve for 2014 TARB | 1,740,000 | 150,256 |
| 49 | Administration Costs | <u>250,000</u> | <u>93,131</u> |
| | Totals | \$5,227,400 | \$914,923 |

- Item 6 City Loan \$2,333,431** – During fiscal year 2011-12, the City Council approved resolution SA 2012-10 authorizing a loan pursuant to AB 1484 between the City and the Successor Agency. The Successor Agency received a Finding of Completion from the Department of Finance on March 28, 2014. Pursuant to Health & Safety Code Section 34191.4, the Successor Agency is now eligible to request Oversight Board approval to repay amounts due to the City of Seaside pursuant to the Financing Agreement. The Successor Agency has put forward a separate resolution to the Oversight Board for the January 14, 2022 meeting to make a finding to re-establish loans made pursuant to a financing agreement between the Redevelopment Agency of the City of Seaside and the City of Seaside pursuant to health and safety code section 34191.4.

The Successor Agency is concurrently requesting funding in the 22-23 ROPS to repay any re-established loans. Amounts requested are in accordance with the DOF Loan Repayment Calculator. The amount requested for 22-23 to repay the outstanding loan balance of \$2,333,431 was calculated based on one-half of the increase between the amount of the Taxing Entities Residual in fiscal year 21-22 and Taxing Entities Residual in the 2012-13 base year subject to an annual cap imposed by HSC Section 34191.4. As the SERAF loan has recently been satisfied, this is the first time the Successor Agency is requesting funding for other loans.
- Item 7 City Loan \$500,000** – This item is for a loan for the Ft. Ord Project Area. No funding has been requested for this item. The documentation to support the item is being reviewed.

- Item 12 Property Services \$0 – This item is to pay various property consultant services for assistance with the dissolution process and assessments of SA properties. Some funding will come from Other Funds (rents, etc.). The City of Seaside Successor Agency has sold all properties that allow the use of RPTTF funds to pay expenses and retired this item from the 22-23 ROPS.
- Item 23 SERAF, HSC Section 33690(c)(1) - This is to pay the Housing Successor Agency for funds borrowed to pay the Supplemental Educational Revenue Augmentation Fund. The ROPS 19-20 amount of \$746,405 paid off the loan amount. No further funds to be requested.
- Item 24 SERAF, HSC Section 33690.5(c)(1) – This is to pay Housing Successor Agency for funds borrowed to pay the Supplemental Educational Revenue Augmentation Fund. The ROPS 19-20 amount of \$817,842 paid off the loan amount. No further funds to be requested.
- Item 34 Bond Maintenance Fees – This is funding for the annual trustee fees, arbitrage rebate calculations and annual disclosure fees for the 2014 TARB. Amount requested is \$3,000, which is less than the \$5,000 requested in the 21-22 ROPS.
- Item 45 2017 Tax Allocation Refunding (TARB) – This is the February 1, debt service interest only payment (\$30,256) due during ROPS 22-23B. The prior ROPS requested \$33,131. Amounts requested are in accordance with the attached debt service schedule.
- Item 48 Reserve for 2014 TARB – This is the Reserve for the 2014 TARB principal and interest payment (\$150,256) that is due on August 1 of each year until the bonds are paid in full. Per the bond indenture and DOF approval, the SA is allowed to request funding during ROPS 22-23 for debt service payment to be made on August 1, 2023. During ROPS 22-23 the funds will be held in a reserve until needed, the following fiscal year. The prior ROPS requested \$148,131 for this item in accordance with the debt service schedule.
- Item 49 Administration Costs – The \$93,131 requested for 22-23 is the allowed amount less than \$250,000 per the DoF’s Administrative Cost Allowance formula. The requested amount of \$93,131 for 22-23 was determined by taking 50 percent of total Redevelopment Property Tax Trust Fund (RPTTF) distributed to pay enforceable obligations in the preceding fiscal year. This formula was also used to determine the Administrative Costs the DoF allowed in the 21-22 Determination Letter in the amount of \$75,106. The City of Seaside Successor Agency anticipates that Administrative Costs will trend lower than the amount requested in 22-23 in future years.

| | | | |
|--|--|--|--------------------------------|
| ROPS Review Period: | ROPS 22-23 | | |
| Sponsoring Entity Loan Repayment Calculator | | | |
| Base Year: | ROPS II July thru December 2012 | ROPS III January thru June 2013 | Total For Base Year |
| Residual Balance | 0 | 897,574 | 897,574 |

| | | | |
|-------------------------|---|--|--|
| Comparison Year: | ROPS 21-22 A July thru December 2021 | ROPS 21-22 B January thru June 2022 | Total For Comparison Year |
| Residual Balance | 832,088 | 1,342,045 | 2,174,133 |

| | | |
|--|--|----------------|
| A | Total Residual Balance for Comparison Year | 2,174,133 |
| B | Total Residual Balance for Base Year | 897,574 |
| A-B | Difference of Residual Balance | 1,276,560 |
| | | ÷2 |
| Maximum Repayment for Fiscal Year 2022-23 | | 638,280 |

100-3110



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dominique Davis, City Clerk

DATE: January 6, 2022

**SUBJECT: APPROVE APPOINTMENTS TO COMMUNITY SAFETY ADVISORY
COMMISSION AND THE COMMUNITY DEVELOPMENT
ADVISORY COMMITTEE**

RECOMMENDATION

Accept the appointment of Reverend Eugene B. Jones to the Community Safety Advisory Commission and Dayana Bergman to the Community Development Advisory Committee 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 | ADVISORY BODY |
|------------------|--|
| Eugene B. Jones | Community Safety Advisory Commission |
| Dayana Bergman | Community Development Advisory Committee |

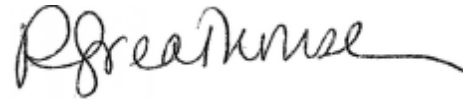
FISCAL IMPACT

None.

ATTACHMENTS

1. Appointee Application - Reverend Eugene B. Jones
 2. Appointee Application - Dayana Bergman
-

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager



City of Seaside

City Clerk's Office

Application for Appointment to a City Board/Commission/Committee



FORM IS FILLABLE ONLINE - IF FILLING BY HAND, PLEASE PRINT CLEARLY

To serve on: Community Safety Advisory Commission
Please list the Board/Commission/Committee that you would like to be considered for

Name: Eugene B Jones

Address: 1821 Highland Street

Email: emmanuelcogicpastor@gmail.com Telephone: 831-601-8255

Background/Education/Experience/Special Skills (attach additional pages if needed):
30 years' experience working in Law enforcement retiring as Associate Warden writing, reviewing, correcting and policies and procedures. Conducting audits and writing lesson plans and teaching training classes. Doctor of Divinity degree

Briefly describe your desire to be appointed to the above Board, Commission or Committee:

For the opportunity to serve the citizens of the City of Seaside. To help bring unity and understanding through community involvement.

Other private and non-profit affiliations:

Senior Pastor of the Emmanuel Church of God in Christ 1450 Sonoma Ave. Seaside and Board member of the Village Project.

If appointed, you will be subject to the following compliance requirements:

- File a Statement of Economic Interests (Form 700) to comply with the Fair Political Practices Commission.
- Undergo Ethics Training to comply with Assembly Bill 1234.
- Attend meetings when scheduled. NOTE: Most Boards and Commissions meet after 5:00 p.m.
- Review and Understand the Boards, Commissions and Committee's Handbook found online here:
- Accept the position in the event you are appointed:

Eugene B Jones
Signature

July 1, 2021
Date

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: 12/16/2021 11:06 AM
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: | Community Development Advisory Committee |
| Name | Dayana Bergman |
| Email Address | Bergman.dayana@gmail.com |
| Address | 3249 California Rd |
| City | Seaside |
| State | CA |
| Zip Code | 93955 |
| Phone Number | 410-615-1792 |
| Alternate Phone Number | <i>Field not completed.</i> |

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

Greetings,

I'm a first generation Chinese Cuban American who migrated to the United States in 1980. I was the first member of my family to graduate high school and became a US citizen in 2008. In 2006, I married my husband in Hinesville, GA. We began our journey to raise our family. In 2009, we moved to Seaside, CA where our youngest son was born in 2010. We later relocated to Baltimore, MD for over a decade. In August of 2021 our family returns to Seaside, CA.

We have lived in 6 different states over the last 16 years due to supporting my husband's military career. Florida, Georgia, North Carolina, Washington, California and Maryland. Maryland was the place I became fully engage in government. I spent some time working as an Interpreter for the 25th largest school system in the nation. Helping families with a language barrier

understanding and adapt to their school community. I noticed that the learning environments throughout our school system was deteriorating. We also had a lot of unaddressed needs for students, for example available seats and academic programs for all students. We had over 87 schools without AC, multiple schools had compromised air quality conditions and needed mold removal services. Schools in Maryland also didn't have standards to test drinking water for lead.

After almost a decade of advocacy for improvements in school facilities conditions. The schools my children were addressed, one elementary school was completely replaced in 2017-2018. I worked diligently with my local officials to reject a \$61 million dollar renovation for Lansdowne High School for not being a feasible long term solution. The feasibility study was done for the high school and detail a full replacement was determined to be feasible for both the County and State.

I had the opportunity to serve on the Baltimore County's Multi - Year Improvement Plan For All Schools Committee. It was a historic moment, because it was the first time in Baltimore County that you had School Officials, County Officials and Community Stakeholders collaborating in a multi-year long term plan. I was one of five Community Outreach Liaison on a year long task force.

On July 24th 2021 I received an outstanding Official Citation of Recognition by the entire Maryland General Assembly. It wasn't just that I contributed to the Baltimore County's School Construction Multi - Year Plan, I worked years working with Delegates and Senators on the Maryland's General Assembly on legislation to improve schools. Baltimore County has provided AC to every single school in the district. The boilers and aging infrastructure are being prioritized. Maryland now has strict standards on testing drinking water in school facilities and in 2021 completed testing for lead for every single school in Maryland. It was truly amazing to contribute in securing \$3.7 billion dollars in school facilities for the whole state.

I completely invested in having the opportunity to share my expertise in my now new community of Seaside. My husband is preparing for retirement for 2024 and I'm here seeking the opportunity to serve a community and helping others. Public service is truly something I enjoy and finding solutions for projects that are beginning, growing or becoming better for better days ahead is a passion I have that makes me feel at home. Thank you in advance for your consideration.

Best Regards,
Dayana Bergman

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:

Please let me know if there is any additional information that is
needed.

Electronic Signature
Agreement

I agree.

Electronic Signature

Dayana Bergman

Date

12/16/2021

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

Dayana Bergman

██████████

██████████

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: January 6, 2022

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM HOSPICE GIVING
FOUNDATION FOR THE USE OF THE LAGUNA GRANDE HALL
FOR A COMMUNITY HEALTH FAIR ON JANUARY 12, 2022**

RECOMMENDATION

Approve the fee waiver request from Hospice Giving Foundation for the use of Laguna Grande Hall to hold a Community Health Fair for the amount of \$695.35.

BACKGROUND

The Hospice Giving Foundation is requesting a fee waiver to help cover the costs associated with their Community Health Fair on Wednesday, January 12, 2022, from 5:00 p.m. to 9:00 p.m. in the Laguna Grande Hall at the Oldemeyer Center. Their Health Fair is a Spanish Workshop to help educate the community on advanced health care planning and grieving.

FISCAL IMPACT

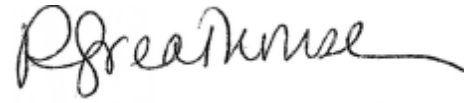
The approximate fees which are applicable to this request are:

| | |
|--|-----------------|
| Laguna Grande Hall Rental Fee 4 Hours @ \$145.00 | \$580.00 |
| <u>Deposit Non Refundable Portion</u> | <u>\$115.35</u> |
| TOTAL | \$695.35 |

ATTACHMENTS

1. Hospice Giving Foundation Fee Waiver Request 2022
 2. Hospice Giving Foundation - 501(C)(3)
-

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting City Manager



SEASIDE CALIFORNIA

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Hospice Giving Foundation
Name of Applicant: Erandi Garcia
Address: 80 Garden Court Suite 201 City: Monterey State: CA 93940
Phone: 831-333-9003 Email: egarcia@hospicegiving.org
831-888-6974*

EVENT INFORMATION:

Event Title: Health Fair
Event Description: Community Health Fair
Event Date: 01/12/22 Room(s) Requested: Laquea Grande Hall
Time (including set-up): 5:00pm - 9:00pm Approximate Number of Guests: 50-60

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Independent foundation and self supporting

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

What is your organization's tax identification number? 94-2404634

What percentage of your members or participants resides in Seaside? _____

Is your organization based in Seaside? Yes No

Is your organization able to provide liability insurance? Yes No

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

Applicant Signature: Erandi Garcia Date: 12/12/21

(For Office Use Only)

Fee Waiver Request: Approved Denied Appealed

Security Deposit Required? Yes No

Staff Signature: _____ Date: _____

Notes: _____



POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

Fees may be waived for activities that benefit the majority of Seaside residents. Any new organizations requesting fee waivers are required to submit a letter of intent and complete the Fee Waiver Request form to the Recreation Services Department. The application will be submitted to the City Manager or his designee for review and approval. In the event that the fee waiver request is denied by the City Manager, the request can be appealed to the City Council. Applicants must demonstrate that the following criteria are satisfied:

1. At least 60% of the organization’s membership must consist of Seaside residents. The organization must provide documentation verifying membership residency.
2. The organization must be a 501(C)3 non-profit or public benefit organization and provide taxpayer identification number.
3. The organization must provide an in-kind service/donation to benefit and augment the City of Seaside. A written statement must be submitted with the application outlining specific donations and/or services provided by the organization to the City of Seaside.

FEE WAIVERS FOR MEETING ROOMS

1. Meetings are limited to four hours.
2. All organizations receiving fee waivers must give seven days notice of cancellation. If no notice is given of cancellation, the City reserves the right to deny further fee waiver requests.
3. Due to limited space, organizations may not request fee waivers for any more than one meeting room use per year; fee waivers are not intended to provide for ongoing weekly or monthly meeting use.
4. No faith based organizations may apply for fee waivers due to the separation of church and state.

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

1. Pay the non-refundable portion of the deposit per event.
2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.
3. Provide special event liability insurance. The following is required:
 - a. Provide an “Occurrence Made” liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department.
 - OR
 - b. Purchase Special Event Liability insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility.
4. Fundraising activities of any nature do not qualify for fee waivers.
5. Special events may be required to provide security at renter’s expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the numbers in attendance.

***A City-sanctioned organization is defined as “any community based group or organization that in cooperation with the Recreation Services Department, provides an entertainment, recreation and/educational service benefiting the citizens of Seaside.”**

****All deposits are placed in the maintenance and janitorial fund designated for the upkeep and repair of the Oldemeyer Center.**



SEASIDE CALIFORNIA

Facility Use Request Form

Parks and Recreation Division
440 Harcourt Avenue, Seaside CA 93955
831-899-6800

CONTACT INFORMATION:

ROOM: Laguna Grande Hall

Organization: Hospice Giving Foundation

Name of Applicant: Alexis Garcia - Arrazola

Address: 440 Harcourt Ave City: Seaside Zip: 93955

Phone: (831) 402-5890 Email: alexisarrazola@yahoo.com

Day of Event Contact Name and Phone: (831) 402-5890

Resident Non-Resident

EVENT INFORMATION:

Event Title: Feria de salud / Health Fair
**Please attach invitation or flyer if available.*

Event Date: 01-12-21 Approximate Number of Guests: 50-60

Reservation Time: 6:00 - 7:30 Event Time: 6:00 - 7:30
**Laguna Grande Hall & Soper: Security guard(s) must be present for entire event time. See next page.*

Special Instructions: tables for organization s

Request to use the City's: Podium Microphone Projector Screen
**Subject to availability **Projectors and other electronic equipment will not be provided*

| | Yes | No | | Yes | No |
|-------------------------------------|-------------------------------------|-------------------------------------|--|-------------------------------------|-------------------------------------|
| Is the event open to the public? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will refreshments be served? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Will admission be charged? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Will refreshments be sold? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Are you a non-profit organization? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Will you be using the kitchen? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will there be music? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Will alcohol be served? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will there be live music and/or DJ? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Will alcohol be sold? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Name of band or DJ: _____ | | | <i>*Alcohol is prohibited at youth oriented events</i> | | |

APPLICANT WILL PROVIDE THE FOLLOWING ITEMS 30 DAYS PRIOR TO THE EVENT:

1. Full payment of all applicable fees
2. Copy of event security contract by licensed company (if applicable)
3. Proof of liability insurance
4. Copy of ABC license (if applicable)

I have read and agree to all pages in the rental agreement forms

Applicant Signature: [Signature] Date: 12-7-21

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

Note: Original to Resource Management/Recreation Department / Copy to Police Department & Parks Division

Internal Revenue Service

Department of the Treasury

District
Director

300 N. Los Angeles Street, MS 7043
Los Angeles, CA 90012

CENTRAL COAST HOSPICE FOUNDATION
P.O. BOX 1798
MONTEREY, CA 93942-1798

Person to Contact:
L BARRAGAN
Telephone Number:
(213) 894-2336
Refer Reply to:
EO(1006)97
Date:
OCTOBER 6, 1997
EIN: 94-2404634

Dear Taxpayer:

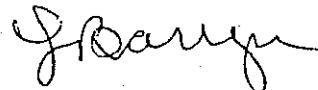
This letter is in response to your request for a copy of the determination letter for the above named organization.

Our records indicate this organization was recognized to be exempt from Federal Income Tax in MARCH 1977 as described in Internal Revenue Code Section 501(c)(3). It is further classified as an organization that is not a private foundation as defined in Section 509(a) of the Code, because it is an organization described in Section 170(b)(1)(A)(vi).

The exempt status for the determination letter issued in MARCH 1977 continues to be in effect.

If you need further assistance, please contact our office at the above address or telephone number.

Sincerely,



Disclosure Assistant



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: January 6, 2022

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM MONTEREY COUNTY BLACK CAUCUS**

RECOMMENDATION

Approve a request from Monterey County Black Caucus for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with their youth photo journal project.

BACKGROUND

The Monterey County Black Caucus is requesting a donation of \$3000.00 from the Mayor's Youth Fund to cover the costs associated with their youth photo journal project. Their mission is to heal and empower the Black community by providing a safe space for residents to unpack and reflect, by cultivating leadership through resident information/resource/education sessions and mentorship. While also, advocating for racial equity and inspiring Black culture through creative arts and honoring their ancestors. They use recyclable disposable cameras and digital processing instead of printed film processing with the end result being distributed on recyclable materials.

The Monterey County Black Caucus falls underneath the umbrella of the ACTION Council of Monterey County, Inc, and based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. This is the first time that the Monterey County Black Caucus has requested a donation.

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

\$36,100.73. If the City Council approves this request, the balance will drop down to \$33,100.73.

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. MYF Monterey County Black Caucus 2022
- 2. 501 (c)(3) information - Monterey County Black Caucus 2022
- 3. W-9 Monterey County Black Caucus 2022

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

MAYOR'S YOUTH FUND POLICY

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

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

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

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

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

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

- Contributions are only paid to organizations, such as non-profit groups and schools.
- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)
- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.
- How this request will provide a municipal benefit (ie., benefit the community).

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

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

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

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

###

Mayor's Youth Fund Contribution Request

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

Name of Organization: Monterey County Black Caucus

Address: 295 Main St #500 Salinas, CA 93901

Email: MCBC831@gmail.com

Phone Number: Home _____ Work _____ Cell (831) 200-5092

Name of Individual: Robert Daniels SR

% Residents or Students of Seaside: 100 %

of Participants: 40 +

Ages: 10 - 18

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

- Scholastic _____
- Athletic _____
- Music
- Environmental
- Art

Is funding a reward for one of these activities?

NO

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

both photojournal project.

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.

The use of Recyclable disposable cameras. Digital processing instead printed film processing. with end result being distributed on recyclable materials.

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

crowd-funding, word of mouth & Supplemental income from both the original organization and personell

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

Funding Requirements

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

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

Internal Revenue Service

Date: August 7, 2004

ACTION Council of Monterey County, Inc.
% Susan Crosson
369 S. Main St., Ste. 201
Salinas, CA 93901-2770

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
S. Katherine Converse 31-07823
Customer Service Specialist
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
77-0357101

Dear Sir or Madam:

This is in response to your amendment to your organization's Articles of Incorporation filed with the state on April 29, 2004. We have updated our records to reflect the name change as indicated above.

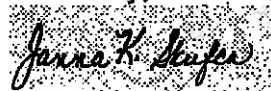
In May 1994 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services

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

DEPARTMENT OF THE TREASURY

Date:

DEC 14 1999

CHARITABLE COUNCIL OF MONTEREY
COUNTY
1000 S MAIN ST STE 202
SALINAS, CA 93901

Employer Identification Number:
77-0357101

DLN:

17053303709019

Contact Person:

REBECCA S BOWDEN

ID# 31183

Contact Telephone Number:

(877) 829-5500

Our Letter Dated:

May 1995

Addendum Applies:

No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Steven T. Miller

Steven T. Miller
Director, Exempt Organizations

Letter 1050 (DO/CG)

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
2 CUPANIA CIRCLE
MONTEREY PARK, CA 91755-7406

DEPARTMENT OF THE TREASURY

Date: **MAY 27 1994**

HUMAN SERVICES CHARITABLE COUNCIL
OF MONTEREY COUNTY
1000 SOUTH MAIN STREET SUITE 202
SALINAS, CA 93901

Employer Identification Number:
77-0357101
Case Number:
954119001
Contact Person:
TYRONE THOMAS
Contact Telephone Number:
(213) 894-2289
Accounting Period Ending:
June 30
Foundation Status Classification:
170(b)(1)(A)(vi)
Advance Ruling Period Begins:
Feb. 7, 1994
Advance Ruling Period Ends:
June 30, 1998

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the

Letter 1045 (DO/CG)

HUMAN SERVICES CHARITABLE COUNCIL

notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social securities taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If you are required to file a return you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a penalty of \$10 a day when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty we charge cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. We

Letter 1045 (DO/CG)

HUMAN SERVICES CHARITABLE COUNCIL

may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Richard R. Orosco
District Director

Letter 1045 (DO/CG)

State of California

SECRETARY OF STATE

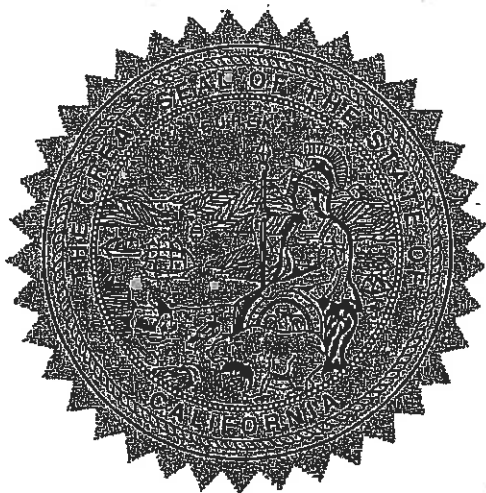
CORPORATION DIVISION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

OCT - 3 1996



Bill Jones

Secretary of State

**CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION**

**ENDORSED
FILED**
In the office of the Secretary of State
of the State of California

SEP 26 1996


BILL JONES, Secretary of State

The undersigned certify that:

1. They are the president and the secretary, respectively, of Human Services Charitable Council of Monterey County, a California corporation.

2. Article One of the Articles of Incorporation of this corporation is amended to read as follows:

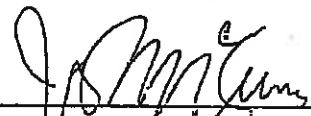
The name of this corporation is:
Charitable Council of Monterey County.

3. The foregoing amendment of Article of Incorporation has been duly approved by the board of directors.

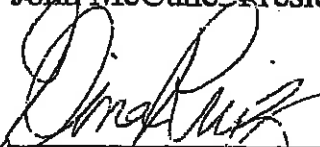
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of the members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 09/12/96



John McCune, President



Dina Ruiz, Secretary



FRANCHISE TAX BOARD
P.O. BOX 1286
RANCHO CORDOVA, CA. 95741-1286

February 7, 1994

In reply refer to
340:G :JCA

HUMAN SERVICES CHARITABLE COUNCIL OF
MONTEREY COUNTY
STE 202
1000 S MAIN STREET
SALINAS CA 93901

Purpose : CHARITABLE
Code Section : 23701d
Form of Organization : Corporation
Accounting Period Ending: June 30
Organization Number :

You are exempt from state franchise or income tax under the section of the Revenue and Taxation Code indicated above.

This decision is based on information you submitted and assumes that your present operations continue unchanged or conform to those proposed in your application. Any change in operation, character, or purpose of the organization must be reported immediately to this office so that we may determine the effect on your exempt status. Any change of name or address also must be reported.

In the event of a change in relevant statutory, administrative, judicial case law, a change in federal interpretation of federal law in cases where our opinion is based upon such an interpretation, or a change in the material facts or circumstances relating to your application upon which this opinion is based, this opinion may no longer be applicable. It is your responsibility to be aware of these changes should they occur. This paragraph constitutes written advice, other than a chief counsel ruling, within the meaning of Revenue and Taxation Code Section 21012 (a)(2).

You may be required to file Form 199 (Exempt Organization Annual Information Return) on or before the 15th day of the 5th month (4 1/2 months) after the close of your accounting period. See annual instructions with forms for requirements.

You are not required to file state franchise or income tax returns unless you have income subject to the unrelated business income tax under Section 23731 of the Code. In this event, you are required to file Form 109 (Exempt Organization Business Income Tax Return) by the 15th day of the 5th month (4 1/2 months) after the close of your annual accounting period.

February 7, 1994

HUMAN SERVICES CHARITABLE COUNCIL OF

Page 2

If the organization is incorporating, this approval will expire unless incorporation is completed with the Secretary of State within 60 days.

Exemption from federal income or other taxes and other state taxes requires separate applications.

A copy of this letter has been sent to the Office of the Secretary of State and to the Registry of Charitable Trusts.

J AMAYA

EXEMPT ORGANIZATION UNIT

CORPORATION AUDIT SECTION

Telephone (916) 369-4171

EO :

cc: MARIE YOUNG

Request for Taxpayer Identification Number and Certification

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

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

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

2 Business name/disregarded entity name, if different from above
Monterey County Black Caucus

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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

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

Other (see instructions) ▶ **Non-Profit Corporation**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 5
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
295 Main st #500

6 City, state, and ZIP code
Salinas, CA 93901

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

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|--|--|--|---|--|--|---|--|--|--|--|

or

Employer identification number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 7 | 7 | - | 0 | 3 | 5 | 7 | 1 | 0 | 1 |
|---|---|---|---|---|---|---|---|---|---|

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ 12/18/21

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.I.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: January 6, 2022

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

RECOMMENDATION

Approve a request from Seaside High School Girls Soccer Program for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with purchasing new warmups.

BACKGROUND

The Seaside High School Girls Soccer Program is requesting a donation of \$3000.00 from the Mayor's Youth Fund to cover the costs associated with purchasing new warmups. Given that soccer is a winter sport, they would like to make sure their athletes are properly equipped and dressed warmly during the season. The Seaside High School Girls 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 women to not only be outstanding student athletes, but also to be model citizens. As a program, they plan on doing two beach community clean-up events. They encourage all their athletes to use reusable Gatorade bottles for games and practices instead of disposable cups.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. This is the first time that the Seaside High School Girls Soccer Program has requested a donation.

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 \$39,100.73. If the City Council approves this request, the balance will drop to \$36,100.73.

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. MYF Seaside High School Girls Soccer 2022
2. W-9 Seaside High School Girls Soccer 2022

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

Terry Navarro - Online Form Submittal: Mayor Youth's Contribution Request

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>, <dmeewis@ci.seaside.ca.us>, <tnavarro@ci.s...>
Date: 11/30/2021 8:39 AM
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 Girls Soccer |
| Name | Joseph Aleru |
| Email Address | jaleru@mpusd.net |
| Address | 2200 Noche Buena St |
| City | Seaside |
| State | CA |
| Zip Code | 93955 |
| Phone Number | 8313923530 |
| Additional Phone Number | <i>Field not completed.</i> |
| Percentage of Residents or Students of Seaside | 100 |

| | |
|--|--|
| Number of Participants | 60 |
| Ages of Participants | 13-18 |
| Criteria | |
| Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list: | Athletic |
| Are you funding a reward for one of these activities? | No |
| Description of event, activity or program funding pertains to: | Seaside High School Girls Soccer Program |
| 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: | Funding is for the Seaside High School girls soccer team. We are in desperate need of new warmups. Given that we are a winter sport, we would like to make sure our athletes are properly equipped and dressed warm during the season. |
| What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request? | We are currently participating in food fairs on campus as well as charging admission fees and offering concessions at our home games. |
| Total Amount Requested: | \$3,000 |
| Electronic Signature Agreement | I agree. |
| Electronic Signature | Joseph Aleru |
| Date | 11/30/2021 |

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

From: Joseph Aleru <jaleru@mpusd.k12.ca.us>
To: Terry Navarro <tnavarro@ci.seaside.ca.us>
Date: 12/8/2021 10:31 AM
Subject: Re: Mayor's Youth Fund Request - Seaside High School Girls Soccer Program
Attachments: doc01207820211208091423.pdf

Hi Terry,

As a program, we plan on doing 2 beach/community clean up events, as well as using reusable Gatorade bottles for game/practices instead of disposable cups. I am open to more suggestions as far as goals and recycling ideas that our program can adopt this season and in the future.

Thank you so much for your support!

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

| | |
|--|--|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Monterey Peninsula Unified School District | |
| 2 Business name/disregarded entity name, if different from above | |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> |
| <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. | |
| <input checked="" type="checkbox"/> Other (see instructions) ▶ K-12 School District | |
| 5 Address (number, street, and apt. or suite no.) See instructions. 700 Pacific Street/P.O. Box 1031 | Requester's name and address (optional) |
| 6 City, state, and ZIP code Monterey, California 93942-1031 | |
| 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

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

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

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| Social security number | | | | | | | | | | | | | |
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| or | | | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | | | |
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| 1 | 2 | | | | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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

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

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.J.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: January 6, 2022

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM HINDU TEMPLE OF
MONTEREY PENINSULA FOR THE USE OF THE LAGUNA GRANDE
PARK FOR A HOLI CELEBRATION ON MARCH 19, 2022**

RECOMMENDATION

Approve the fee waiver request from the Hindu Temple of Monterey Peninsula for the rental of Laguna Grande Park to hold a Holi Celebration in the amount of \$114.00, the Organization to provide the City with the non-refundable portion of the deposit of \$46.50.

BACKGROUND

The Hindu Temple of Monterey Peninsula is a non-profit organization. The Hindu Temple is requesting a fee waiver to help cover the costs associated with their Holi Celebration on Saturday, March 19, 2022 from 10:00 a.m. to 4:00 p.m. at Laguna Grande Park. Staff recommends that the fees be waived for cost of the park rental and that the organization pay only the non-refundable portion of the deposit of \$46.50 to go towards the park maintenance fund.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

| | |
|---------------------------------------|-----------------|
| Laguna Grande Park Rental | \$114.00 |
| <u>Deposit Non Refundable Portion</u> | <u>\$ 46.50</u> |
| TOTAL | \$160.50 |

Should the City Council approve the request with the staff recommendation to waive all

rental fees but require payment for the non-refundable deposit only, the fiscal impact is \$114.00.

ATTACHMENTS

- 1. Hindu Temple of Monterey Peninsula Fee Waiver - Holi Celebration 2022
 - 2. Hindu Temple of Monterey Peninsula - 501(C)(3)
-

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager



SEASIDE CALIFORNIA

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Hindu Temple of Monterey Peninsula
Name of Applicant: Kushma Maharaj
Address: P.O. Box 620 City: Seaside State: CA-93955
Phone: 831-241-1475 Email: Kushma Maharaj@yahoo.com

EVENT INFORMATION:

Event Title: Holi Celebration
Event Description: Holi is a celebrated - with colors - friends + family
Event Date: 3/19/2022 Room(s) Requested: Laguna Grande Park
Time (including set-up): 10 Am - 4 Pm. Approximate Number of Guests: 100

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Open to the Public. Adults + Children Play together with multi colors + water.

Have you received a Fee Waiver in the past? Yes, the event was on 3/23/2019 No

What is your organization's tax identification number? 26-0588590-C # 3007083

What percentage of your members or participants resides in Seaside? 90%

Is your organization based in Seaside? Yes No

Is your organization able to provide liability insurance? Yes No

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

Applicant Signature: [Signature]

Date: 12-7-2021

.....
(For Office Use Only)

Fee Waiver Request: Approved Denied Appealed

Security Deposit Required? Yes No

Staff Signature: _____

Date: _____

Notes: _____



POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

Fees may be waived for activities that benefit the majority of Seaside residents. Any new organizations requesting fee waivers are required to submit a letter of intent and complete the Fee Waiver Request form to the Recreation Services Department. The application will be submitted to the City Manager or his designee for review and approval. In the event that the fee waiver request is denied by the City Manager, the request can be appealed to the City Council. Applicants must demonstrate that the following criteria are satisfied:

1. At least 60% of the organization's membership must consist of Seaside residents. The organization must provide documentation verifying membership residency.
2. The organization must be a 501(C)3 non-profit or public benefit organization and provide taxpayer identification number.
3. The organization must provide an in-kind service/donation to benefit and augment the City of Seaside. A written statement must be submitted with the application outlining specific donations and/or services provided by the organization to the City of Seaside.

FEE WAIVERS FOR MEETING ROOMS

1. Meetings are limited to four hours.
2. All organizations receiving fee waivers must give seven days notice of cancellation. If no notice is given of cancellation, the City reserves the right to deny further fee waiver requests.
3. Due to limited space, organizations may not request fee waivers for any more than one meeting room use per year; fee waivers are not intended to provide for ongoing weekly or monthly meeting use.
4. No faith based organizations may apply for fee waivers due to the separation of church and state.

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

1. Pay the non-refundable portion of the deposit per event.
2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.
3. Provide special event liability insurance. The following is required:
 - a. Provide an "Occurrence Made" liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department.
 - OR
 - b. Purchase Special Event Liability insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility.
4. Fundraising activities of any nature do not qualify for fee waivers.
5. Special events may be required to provide security at renter's expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the numbers in attendance.

***A City-sanctioned organization is defined as "any community based group or organization that in cooperation with the Recreation Services Department, provides an entertainment, recreation and/educational service benefiting the citizens of Seaside."**

****All deposits are placed in the maintenance and janitorial fund designated for the upkeep and repair of the Oldemeyer Center.**



SEASIDE CALIFORNIA Parks and Picnics
Facility Use Request Form
 Parks and Recreation Division
 986 Hilby Avenue, Seaside CA 93955
 831-899-6800

CONTACT INFORMATION:

Organization: Hindu Temple of Monterey Peninsula
 Name of Applicant: Kushma Maharaj
 Address: 620 P.O. Box City: Seaside Zip: 93955
 Phone: 831-241-1475 Email: Kushma Maharaj @ Yahoo . Com

Resident Non-Resident

FACILITY RESERVATION:

Intended Use/Activity: Laguna Grande Park - Holi Celebration
 Reservation Date(s): 3/19/2022 Times: (Available 8 AM-Dusk) 10 - 4 Pm

Location Requested: (All fees per current adopted fee schedule)

Soper

- BBQ Area 1 BBQ Area 2 BBQ Area 3
- Large BBQ Area Entire BBQ Areas

Laguna Grande Park

- Lakeside BBQ Area 1 Lakeside BBQ Area 2 Entire Lakeside BBQ Areas
- Eucalyptus BBQ Area Hillside BBQ Area 1 Hillside BBQ Area 2
- Hillside BBQ Area 3 Hillside BBQ Area 4 Hillside BBQ Area 5
- Hillside BBQ Area 6

Other

- Metz BBQ Area Ellis Park BBQ Area Robert's Lake

Do you intend to play music? (No amplified, live music, or bands allowed) Yes No
 Do you intend to use the BBQ pits? Yes No

Bounce House (additional fee) Cleaning Deposit*

Estimated Attendance: 100 Total Rental Fee Due: \$ _____
 Total Deposit Due: \$ _____



**SEASIDE
CALIFORNIA**

**Parks and Picnics
Facility Use Request Form**
Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

I, the undersigned, hereby certify that I will be personally responsible for any damage, sustained to the grounds, buildings, furniture, or equipment occurring through the occupancy of said facilities. I will also be responsible for the enforcement of the Department rules and regulations. City Ordinance 9.12020 makes it unlawful for any person to knowingly make, continue or cause to be made or continue any excessive, unnecessary or unusually loud noise. City Ordinance 9.08.060(B)(1) makes it unlawful for any person using a park to consume or have in his/her possession an open container of any alcoholic beverage. **Please be aware that the City does not provide electricity for any park reservation other than a reservation made for a City Function/Event.**

For rentals on Nights/Weekends or Holidays please call 831-394-6811 for police matters. For rental concerns or restroom issues, please call 831-760-2236. If no one responds within 15 minutes, then call 831-860-2336. It is also recommend that you have a copy of your receipt on hand during your rental.

Initials: _____

IT IS DISTINCTLY UNDERSTOOD AND AGREE, that the applicant assumes all risk for loss, damage, liability, injury, and costs or expenses that may arise during or because of such use or occupancy of the facility of the city of Seaside and its Public Works Department. The applicant further agrees that in consideration of being permitted to use said facilities, he/she will save and hold the City of Seaside and said Public Works Department and/or its employees, free and harmless from any loss claims liability, damage and/or injuries to persons or property that in any way may be caused by applicants use or occupancy of said facilities.

NOTE: All Park Rental Fees Are Non-Refundable
75% of cleaning deposits will be refunded within 14 -21 working days after use of facility.
The remaining 25% of the deposit will be kept in the Janitorial/Maintenance account.

(Rental Area Must Be Clean In Order To Receive a Refund)

Signature of Applicant: K Mahavaj

Date: 12-7-2021

(For Office Use Only)

Permit Fee: _____

Authorized Agent: _____

Date: _____

Note: - Original to Resource Management/Recreation Department
- Copy to Police Department - Copy to Parks Division



Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077956534
June 26, 2018 LTR 4168C 0
26-0588590 000000 00

00031959

BODC: TE

HINDU TEMPLE OF MONTEREY PENINSULA
% SHALENDRA P HARI
PO BOX 620
SEASIDE CA 93955-0620



029787

Employer ID number: 26-0588590
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated May 04, 2018, about your tax-exempt status.

We issued you a determination letter in November 2009, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

file

A0809819



Secretary of State
Certificate of Amendment of
Articles of Incorporation
Name Change Only - Nonprofit

AMDT-
NP-NA

FILED
SECRETARY OF STATE
STATE OF CALIFORNIA

FEB 22 2018

IMPORTANT — Read Instructions before completing this form.

Filing Fee — \$30.00

Copy Fees — First Page \$1.00 & .50 for each attachment page;
Certification Fee — \$5.00

This Space For Office Use Only

1. Corporation Name (Enter the exact name of the corporation as it is currently recorded with the California Secretary of State)

Haripur Ramayan Bhajan Mandali

2. 7-Digit Secretary of State File Number

C3007083

3. New Corporation Name

Item 3a: Enter the number, letter, or other designation assigned to the provision in the Articles of Incorporation being amended (e.g., "I," "First," or "A"). See Instructions if the provision in the Articles of Incorporation being amended does not include a number, letter, or other designation. Any attachment is made part of this document.
Item 3b: Enter the new corporate name.

3a. Article 1 of the Articles of Incorporation is amended to read as shown in Item 3b below:

3b. The name of the corporation is Hindu Temple of Monterey Peninsula.

4. Approval Statements

4a. The Board of Directors has approved the amendment of the Articles of Incorporation.

4b. Member approval was (check one):

By the required vote of the members in accordance with California Corporations Code section 5812, 7812, or 12502.

Not required because the corporation has no members.

5. Read, sign and date below (See instructions for signature requirements. Note: Both lines must be signed.)

We declare under penalty of perjury under the laws of the State of California that the matters set forth herein are true and correct of our own knowledge and we are authorized by California law to sign.

February 19, 2018
Date

Signature

Shalendra P. Hari
Type or Print Name of President

February 19, 2018
Date

Signature

Kushma Maharaj
Type or Print Name of Secretary



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.K.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Mary Gutierrez, Fire Chief

DATE: January 6, 2022

SUBJECT: ADOPT A RESOLUTION MODIFYING THE POSITION CONTROL LIST TO TEMPORARILY OVERFILL ONE FIREFIGHTER POSITION TO ENSURE OPERATIONAL READINESS FOR FIRE DEPARTMENT EMERGENCY OPERATIONS

RECOMMENDATION

Adopt a resolution modifying the position allocation list to temporarily overfill one firefighter position to supplement the fire department workforce to ensure emergency operational readiness.

BACKGROUND

The Fire Department has maintained a minimum of three long-term vacancies over the past year and a half. A current eligibility list was recently established with many qualified full-time firefighter candidates. Human Resources and the Fire Department are in the process of hiring two full-time firefighters whose vacancies were created by two recent retirements. It can take between four to six months to bring the two new firefighters on board. The hiring of these two firefighters will assist in filling two vacancies, but does not create the depth of emergency response personnel needed to ensure adequate daily full-time staffing for emergency operations and necessary operational specialty program needs.

Hiring an additional firefighter this fiscal year will assist in filling the vacancies created by three current employees on long-term leave. Hiring the additional firefighter now would also allow the third firefighter to begin mandatory firefighter training alongside their two peers. Training all three firefighters simultaneously would promote quality, consistent training and transition them to the line prepared to respond to emergencies. Hiring the third firefighter would begin to support the necessary operational needs of the organization. The department would still maintain two long-term vacancies.

The Fire Department is allocated 25 full-time personnel available for emergency response. We currently have 20 personnel available for response.

The cost of monthly overtime incurred is significant due to the lack of a fully staffed workforce. The physical and mental stress that is placed on the remaining firefighters on a consistent basis takes a significant toll.

The fire department is charged with ensuring the community has a high level of service. Each firefighter is tasked with maintaining a minimum of two programs to maintain continuity of operations. Maintaining all of the necessary programs, community services, projects and specialties to include the Haz Mat program is difficult with staffing levels being reduced by five personnel.

The additional firefighter position will be eliminated through attrition.

There will be salary savings for the remainder of FY2021/2022 from a vacant Administrative Analyst position, a vacant Division Chief position, and a vacant part-time Fire Marshal position.

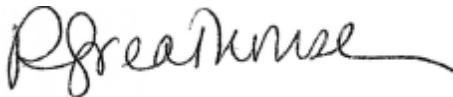
FISCAL IMPACT

The annual cost of this item is \$133,582.62 and is funded by the City's general fund. The cost is offset in fiscal year 2021-2022 by salary savings due to other vacant positions in the amount of approximately \$351,173.00 and no budget amendment is needed.

ATTACHMENTS

- 1. Resolution

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

MODIFYING THE POSITION ALLOCATION LIST TO TEMPORARILY OVER HIRE ONE FIREFIGHTER

WHEREAS, the full-time Classification Plan may be amended upon recommendation of the City Manager and approval by the City Council; and

WHEREAS, in order to provide greater efficiency in the operation of the City and enhance service levels, certain job classifications have been prepared; and

WHEREAS, there is a need to over hire the position of Firefighter in the Fire Department to be eliminated through attrition; and

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

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the over hire as proposed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 6th day of January 2022, by the following vote:

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

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.L.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dominique Davis, City Clerk

DATE: January 6, 2022

**SUBJECT: ADOPT A RESOLUTION MODIFYING THE ANNUAL
APPOINTMENTS TO OUTSIDE COMMITTEE ASSIGNMENTS FOR
JANUARY 1, 2022, TO DECEMBER 31, 2022**

RECOMMENDATION

Adopt a resolution confirming the Mayor's appointments of Mayor Pro Tempore and members of the City Council to represent the City of Seaside on outside boards and committees for the year 2022.

BACKGROUND

In addition to the duties on the City Council, the Mayor and Council Members serve as the City's representatives to outside agencies. City of Seaside participation on regional bodies and internal committees enables us to work toward achieving the City's strategic goals. City staff may serve as alternates to some outside agencies or as the City's representative on the agency or subcommittee.

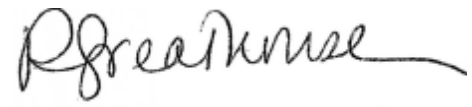
FISCAL IMPACT

None.

ATTACHMENTS

1. Resolution
 2. Exhibit A - 2022 Outside Agency Assignments
-

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. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE MODIFICATION OF THE ANNUAL APPOINTMENTS TO
OUTSIDE COMMITTEE ASSIGNMENTS FOR JANUARY 1, 2022, TO DECEMBER
31, 2022**

WHEREAS, annually, the Mayor considers City Council Member assignments to various commissions, boards, and committees in special districts and organizations, joint powers authorities, and other agencies; and

WHEREAS, Mayor Oglesby considered the necessary annual appointments made recommendations for City Council member assignments to the various commissions, boards and committees in special districts and organizations, joint powers authorities and other agencies for January 1, 2022, to December 31, 2022; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve Mayor Oglesby's recommendations for City Council Member assignments to various outside commissions, committees and boards as listed in Exhibit A.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Seaside, duly held on the 6th day of January 2022, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

SEASIDE CITY COUNCIL MEMBER COMMITTEE ASSIGNMENTS

EXHIBIT A

January 1, 2022 –December 31, 2022

| Item | Committee | Representative | Alternate | Date/Time |
|-------------|--|--|---|--------------------------------------|
| 1. | Seaside Groundwater Basin Watermaster | Mayor Oglesby | Council Member Wizard | 1 st Wednesday, 2 p.m. |
| 2. | Monterey-Salinas Transit District (MST) | Mayor Pro Tem Pacheco | Council Member Campbell | 2 nd Monday, 10 a.m. |
| 3. | Monterey One Water | Council Member Campbell | Mayor Oglesby | Last Monday, 7 p.m. |
| 4. | North Salinas Mosquito Abatement District | Council Member Campbell | Council Member Wizard | 2 nd Tuesday, 12 noon |
| 5. | Seaside County Sanitation District | Council Member Wizard | Mayor Pro Tem Pacheco | 2 nd Tuesday, 9:30 a.m. |
| 6. | Association of Monterey Bay Area Governments (AMBAG) | Council Member Wizard | Council Member Garcia-Arrazola | 2 nd Wednesday, 7 p.m. |
| 7. | Monterey Regional Waste Management District (MRWMD) | Council Member Campbell | n/a | 3 rd Friday, 9 a.m. |
| 8. | Monterey Peninsula Water Management District (MPWMD) | Current Mayor | n/a | Called |
| 9. | Access Monterey Peninsula Board | City Clerk Dominique L. Davis | Council Member Wizard | 3 rd Monday at 5:00 p.m. |
| 10. | Community Human Services of Monterey County JPA | Council Member Wizard | Council Member Garcia-Arrazola | 3 rd Thursday, 11:30 a.m. |
| 11. | Traffic Advisory Committee | Mayor Pro Tem Pacheco | Council Member Campbell | 3 rd Tuesday, 5:00 p.m. |
| 12. | Transportation Agency of Monterey County (TAMC) | Mayor Oglesby | Mayor Pro Tem Pacheco | 4 th Wednesday, 9 a.m. |
| 13. | Monterey Peninsula Unified School District (MPUSD) & City of Seaside Trustees and City Council Collaboration | Mayor Oglesby Mayor Pro Tem Pacheco | MPUSD Trustees Dr. Betty E. Lusk, Ms. Alana Myles Ms. Jessica Hare | Called |
| 14. | Laguna Grande Joint Powers Authority | Mayor Pro Tem Pacheco | Council Member Wizard | Called |
| 15. | California Joint Powers Insurance Group | Council Member Campbell | Roberta Greathouse | Called |
| 16. | Homeless Leadership Council | Mayor Pro Tem Pacheco | Council Member Garcia-Arrazola | Called |
| 17. | Seaside Housing Non-Profit Cooperation | Mayor & City Manager | n/a | TBD |

ATTEST: per Resolution No. 22-xx _____

Dominique L. Davis, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.M.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

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

DATE: January 6, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH THE WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FIRE STATION UPGRADES PROJECT FOR AN AMOUNT NOT TO EXCEED \$41,689.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with The Wallace Group to provide construction management and inspection services for the Fire Station Upgrades Project for an amount not to exceed \$41,689.00.

BACKGROUND

The Fire Station Upgrades Project (Project) includes the abatement of the exterior paint and texture coating, removal of dry rot and damaged siding, installation of new siding, removal of six existing bay doors and associated equipment, installation of six new overhead bay doors with associated electrical, plumbing modifications, and new paint on the exterior of the building.

On June 17, 2021, The Wallace Group (Wallace) entered into a professional services agreement with the City for project management services for the Project in the amount of \$24,500.00. Wallace developed the plans and technical specifications, compiled the bid documents, conducted a mandatory pre bid site conference with potential bidders, prepared addendums, and summarized the bids.

The Project was released for construction bids on October 21, 2021, and bids were opened on November 12, 2021. On December 16th the City Council awarded a

construction contract to 101 Builders Inc, and approved a budget amendment for a revised project budget of \$795,761.00. The Project is scheduled to take 55 working days to complete and is expected to start in February.

Construction of the Project requires daily oversight of the contractor. The City does not have the personnel resources to support the Project at this time. At the request of the City, Wallace submitted a proposal to provide construction management and inspection services. The services include pre-construction coordination, submittal review, contractor coordination, response to contractors' request for information, processing of change order requests, quantity calculations, progress estimates, daily inspections, site documentation, material testing coordination, and project close out.

Staff recommends adopting a resolution (Attachment 1) authorizing the City Manager to execute an amendment (Attachment 2) to the professional service agreement with The Wallace Group for an amount not to exceed \$41,689.00 for construction management and inspection services for the Fire Station Upgrades Project.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines, this project is Categorically Exempt (Class 1, Existing Facilities). The project repairs and performs minor upgrades to the existing building and involves negligible or no expansion of use.

FISCAL IMPACT

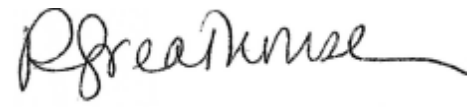
At the December 16th meeting, the City Council approved a budget amendment revising the total project budget for the Fire Station Upgrades to \$795,761.00.

The amendment to the professional services agreement with Wallace to perform construction management and inspection services is for a not to exceed amount of \$41,689.00. A 10% contingency brings the total to \$45,858.00 for construction management and inspection services. This cost was accounted for in the revised Project budget.

ATTACHMENTS

- 1. Resolution
- 2. Amendment

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. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP TO PERFORM CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FIRE STATION UPGRADES PROJECT FOR AN AMOUNT NOT TO EXCEED \$41,689.00

WHEREAS, the Fire Station Upgrades Project (Project) is adopted in the fiscal year 2021/2022 Capital Improvement Program (CIP) annual budget; and

WHEREAS, the Project includes the abatement of the exterior paint and texture coating, removal and dry rot and damaged siding, installation of new siding, removal of six existing bay doors and associated equipment, installation of six new overhead bay doors with associated electrical, plumbing modifications and new paint on the exterior of the building; and

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

WHEREAS, on June 17, 2021, the City approved a professional services agreement with Wallace in the amount of \$24,500.00 to develop project plans and technical specifications, and to perform project management services for the Project; and

WHEREAS, the Project bidding documents were releases for construction bids on October 21, 2021 and bids were opened on November 12, 2021; and

WHEREAS, at the December 16th, the City Council approved a budget amendment revising the total Project budget to \$795,761.00 and awarded a construction contract to 101 Builders Inc. to construct the Project; and

WHEREAS, the Project requires daily inspections, support to review submittals and respond to request for information submitted by the contractor during construction and the City does not have the staffing resources to support this project; and

WHEREAS, Wallace submitted a proposal to perform construction management and inspection services for the Project from pre-construction through project closeout in the amount of \$41,689; and

WHEREAS, proposed scope of work and budget are reasonable and within the approved revised Project budget.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an amendment to the professional services agreement with The Wallace Group to perform construction management and inspection services for the Fire Station Upgrades Project for an amount not to exceed \$41,689.00; and

BE IT FURTHER RESOLVED that the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 10% contingency for written amendments and extensions such that the full value of the amendment does not exceed \$45,858.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 6th day of January, 2022 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

**CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside**

Date: December 9, 2021

Change Requested by: X City/District ___ Consultant

Contract Date

Project Name

06/17/2021

Fire Station Upgrades Project Management Services

To (Consultant): The Wallace Group, 612 Clarion Court, San Luis Obispo, CA 93401

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

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

MODIFY the following text in **Section 2, "Services."**

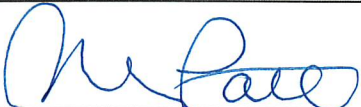
Consultant shall perform the tasks described and set forth in Exhibit A and A1 attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A and A1.

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

Consultant is bound by the contents of City'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 and A1 attached hereto.

| Original Contract Amount | Previous CCO Total (Not including this Amendment) | This Amendment Total | Revised Contract Amount |
|---------------------------------|--|--|--------------------------------|
| \$24,500.00 | \$0 | \$41,689.00 | \$66,189.00 |
| | | | |
| Original Contract Time | Original Completion Date | Days To Date (Including This Amendment) | Revised Completion Date |
| 12 Months | June, 30, 2022 | 0 | June, 30, 2022 |

**CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside**

| SUBMITTED BY: | | |
|---|--|---------|
|  | Nisha Patel PW Director / City Engineer | 12-9-21 |
| Signature | Name and Title | Date |
| CITY APPROVAL BY: | | |
| | Roberta Greathouse Acting City Manager | |
| Signature | Name and Title | Date |


| CONSULTANT ACCEPTANCE BY: | | |
|---|---|------------------|
|  | Michael Brennan Director of Construction Management | December 9, 2021 |
| Signature | Name and Title | Date |

Exhibit A1

December 9, 2021

Leslie Llantero
City of Seaside
440 Harcourt Avenue
Seaside, California 93955

Subject: Seaside Fire Station Upgrades - CM

Dear Ms. Llantero:

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

PROJECT UNDERSTANDING

This project includes the construction management services for the Seaside Fire Station Upgrades, work included abatement of exterior coatings, painting of exterior and all demolition and work associated with install of 6 new bay doors. It is our understanding that the City of Seaside is looking for a construction management firm to manage the construction contract, contractor operations and inspections for this project. This proposal is based upon 45 working day for substantial completion and an additional 10 working days for final completion.

SCOPE OF SERVICES

Wallace Group will be using Procore project management software to manage all documentation for this project. Procore will store and track all project plans, specification, RFIs, submittals, inspection reports, photos and all other project related documents. All of this information will be available to entire project team in real time.

Given the scope and nature of the project, we envision the following Scope of Services.

Task 1.0: PRE-CONSTRUCTION PHASE SERVICES

Wallace Group will provide pre-construction management services as outlined below. This task includes preparation and attendance of up to one (1) 3-hour meeting. We have included 30 hours of professional services to complete the work in Task 1.

Preconstruction Conference

- Schedule preconstruction conferences (2, pre-NTP, post-NTP)
- Develop and distribute agenda prior to conference
- Attendees: Wallace Group CM Team, Contractor, City staff, and M3 Environmental Team
- Conduct Procore orientation
- Meeting will include contractor responsibility toward:
 - Safety/Traffic control
 - Public relations
 - Site access
 - Agreements
 - Labor compliance
 - Order of work



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



- Testing and Materials certification
- Weekly meetings
- Submittals and RFI's
- Quality control
- Procedures for handling extra work or change of conditions
- Schedule updates
- Progress pay requests
- Highlight any critical construction items specific to this project
- Record and distribute meeting minutes
- Establish tasks and due dates for outstanding items resulting from conference

Conformed Set Contract Documents

- Review and coordinate compilation of conformed set of plans and specification
- Include addendums, RFIs, Contractors bid proposal and contract
- Load and maintain conformed set in Procore, available for viewing and download

Submittal Processing

- Meet with Design Engineer to establish list of required submittals
- Establish due dates and schedule for submittals
- Develop submittal log within Procore
- Establish electronic workflow and tracking requirements within Procore
- Track and ensure timely submittal review and approval

Task 2.0: CONSTRUCTION PHASE

Wallace Group will provide construction management services as outlined below. This task includes preparation and attendance of up to six (6) 1-hour meetings. We have included 177 hours of professional services to complete the work in Task 2. For onsite observation and inspection we have assumed 3 hours a day for 55 working days.

Coordination of Contract Execution

- Determine mobilization schedule in conjunction with project start date
- Finalize Procore systems record keeping documentation and contract administration developed in preconstruction phase

Project Communication and Coordination

- Facilitate project communication and coordination with the City, the design engineer, emergency services, utilities, adjacent property owners and residents and contractor
- Coordinate and schedule material testing technicians
- Conduct Weekly Progress meetings with Contractor, City staff and other involved entities
- Record and distribute meeting minutes
- Provide monthly progress report to City
- Coordinate with utility companies and City Staff throughout the project
- Communicate with property owners and tenants regarding schedule and concerns

Project Schedule

- Monitor project schedule
- Coordinate with contractor and City staff on any schedule changes and adjustments throughout the project
- Keep stakeholders informed of construction schedule
- Work with contractor to establish and maintain 3 week look ahead schedule



Submittal and Request For Information (RFI) Management

- Utilize Procore to track status of and distribute:
 - Shop drawings
 - Product samples
 - Submittals
 - RFIs
- Ensure all submittals are processed in a timely manner and available to all necessary project stakeholders
- Maintain electronic copies within Procore and hard copies as needed

Change Order Management

- Review and qualify Contractor-requested change orders
- Investigate proposed change orders, ensure City approval prior to work taking place
- Change order submittals will include the following supporting documentation
 - Inspections reports
 - Drawings / sketches
 - Photographs
 - Dailey logs and reports
- Maintain log and track change order impacts
- Establish and maintain files and documentation for use in change negotiations or potential claims

Construction Observation/Inspection

- Provide on site inspections and oversight
- Inspections and oversight to ensure compliance with design documents
- Record and report design modifications as needed
- Support and Final inspection for electrical and plumbing by city.

Safety

- Contractor has sole responsibility for compliance with safety requirements
- Monitor contractor's safety practices for compliance with safety program
- Work with contractor to maintain and resolve any safety concerns on sight
- Advise City of any observed or unresolved deficiencies

Construction Progress Meetings

- Schedule and conduct project progress meetings
- Develop and distribute meeting agenda and minutes
- Facilitate the discussion and resolution of any project issues and ensure it is maintained in a manageable state
- Meeting will include
 - Project status
 - Schedule - 3 week look ahead
 - Stakeholder coordination
 - Safety
 - Testing and Inspections
 - Outstanding documentation or submittals
- Additional special meetings may be required to address special issues and conditions

Task 3.0: POST-CONSTRUCTION PHASE SERVICES

Wallace Group will provide construction management services as outlined below. We have included 16 hours of professional services to complete the work in Task 3.



Final Inspection and Punch List

- Inspect complete and near complete work for deficiencies
- Establish and maintain punch list and track items to resolution
- Provide completed punch list documentation and report to City upon completion
- Schedule final walk through with City
- Recommend and approve final payment to contractor
- Assist with the preparation and signing of the Acknowledgement of Construction Closeout and Release of Claims form

Project Closeout

- Prepare and submit final payment package to the contractor
- Assemble and deliver all records, reports, certificates, and photographic documentation upon project completion
- Closeout documentation will be delivered in both digital and hard copy format

SCHEDULE

This project includes 45 working days to substantial completion and an additional 10 working days to final completion. This project is expected to span approximately 3 months. We expect the project to start in January 2022 and be complete in March 2022.

TO BE PROVIDED BY THE CLIENT

- The City of Seaside will contract directly with ME Environmental to provide abatement monitoring and oversight.
- Support and Final inspection for electrical and plumbing by city.
- Client shall provide the DIR Project Number for this project. To do so, the Client will need to complete the PWC-100 form and submit to the DIR prior to the commencement of the field survey. This is required to be in compliance with State of California Prevailing Wage laws.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

Only services and deliverables specifically detailed and listed are to be considered as included in this proposal. Project schedule extensions and requests for additional mobilizations may require additional work authorization.

PROJECT FEES

Wallace Group will perform the services denoted in 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 \$41,689 without receiving written authorization from the Client.

Exhibit B shows a breakdown of budgets by task but it is to be understood that we will manage services within the total authorized budget and not constrained to individual task budgets. The estimated fees denoted in Task 2 above are based on prevailing wage rates.

At your request, additional services to the Scope of Services will be performed as mutually agreed to 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, we will perform the work in accordance with mutually agreed terms based on the City of Seaside Design Professional Service Agreement provided on June 17, 2021. If this proposal meets with your approval, please let us know, and we will facilitate conforming the June 17, 2021 provided contract to the project.

The estimated fees denoted in Task 2 above are based on prevailing wage rates. If the Client and the California Department of Labor determines that prevailing wage payments are not required, the fees for Task 2 for the tasks above will be adjusted and billed according to the per hour rate of the Standard Wage column on the Standard Billing Rates provided.

We want to thank you for this opportunity to present our proposal for construction management services. If you would like to discuss this proposal in greater detail, please feel free to contact me.

Sincerely,

WALLACE GROUP, a California Corporation

A handwritten signature in blue ink, appearing to read "Michael Brennan", with a long horizontal line extending to the right.

Michael Brennan
Director of Construction Management
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Attachments
GGM: PP21-7412, 2021, std
Exhibit A
Exhibit B

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

Exhibit A
Standard Billing Rates



| Construction Management / Field Inspection Services: | Prevailing Wage* |
|---|-------------------------|
| Construction Office Tech I-III | \$ 95 - \$115 |
| Construction Inspector I - II..... | \$120 - \$135 |
| Senior Construction Inspector..... | \$147 |
| Assistant Resident Engineer I - II..... | \$147 - \$152 |
| Resident Engineer I - III | \$157 - \$167 |
| Senior Resident Engineer | \$175 |
| Director | \$187 |
| Principal Construction Manager..... | \$228 |
| Principal | \$238 |

Public Works Administration Services:

| | |
|---|---------------|
| Project Analyst I - IV..... | \$112 - \$142 |
| Senior Project Analyst I - III | \$147 - \$157 |
| Senior Environmental Compliance Specialist I - III..... | \$163 - \$173 |

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.

***Prevailing Wage:**

State established prevailing wage rates will apply to some services based on state law, prevailing wage rates are subject to change.

**Wallace Group Team Resource Estimate for the
Seaside Fire Station Upgrades - CM**

| PHASE/TASK | TASK DESCRIPTION | PRINCIPAL | PRINCIPAL ENGINEER | DIRECTOR / PROJECT MANAGER | *PW - SENIOR CONSTRUCTION INSPECTOR | SENIOR CONSTRUCTION INSPECTOR | Misc. Direct Costs | TOTAL LABOR HOURS | TOTAL | |
|------------|-----------------------------------|-----------|--------------------|-------------------------------|---|-------------------------------------|--------------------|----------------------|-------------|-----------------|
| | | HRS | HRS | HRS | HRS | HRS | Cost | HRS | LABOR \$ | COST \$ |
| | RATE | \$238 | \$228 | \$187 | \$187 | \$147 | | | | |
| 1 | PRE-CONSTRUCTION | | | 20 | | 10 | | 30 | \$5,210 | \$5,210 |
| 2 | CONSTRUCTION | | | 12 | 165 | | \$616 | 177 | \$33,099 | \$33,715 |
| 3 | POST CONSTRUCTION | | | 8 | | 8 | | 16 | \$2,672 | \$2,672 |
| | SUB-TOTALS | | | 40 | 165 | 18 | \$616 | 223 | | |
| | WALLACE GROUP LABOR COSTS | | | \$7,480 | \$30,855 | \$2,646 | | | | \$40,981 |
| | WALLACE GROUP DIRECT COSTS | | | | | | | | | \$616 |
| | SUBCONSULTANT DIRECT COSTS | | | | | | | | | |
| | DIRECT COSTS OVERHEAD @ | | | | | | | | 15% | \$92.40 |
| | TOTAL | | | | | | | | | \$41,689 |



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.N.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

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

DATE: January 6, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH M3 ENVIRONMENTAL FOR ABATEMENT OVERSIGHT FOR THE FIRE STATION UPGRADE PROJECT FOR AN AMOUNT NOT TO EXCEED \$29,410.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a professional services agreement with M3 Environmental to provide asbestos abatement oversight for the Fire Station Upgrades Project for an amount not to exceed \$29,410.00.

BACKGROUND

The Fire Station Upgrades Project (Project) includes the abatement of the exterior paint and texture coating, removal of dry rot and damaged siding, installation of new siding, removal of six existing bay doors and associated equipment, installation of six new overhead bay doors with associated electrical, plumbing modifications, and new paint on the exterior of the building.

The Project was released for construction bids on October 21, 2021, and bids were opened on November 12, 2021. On December 16th the City Council awarded a construction contract to 101 Builders Inc, and approved a budget amendment for a revised project budget of \$795,761.00. The Project is scheduled to take 55 working days to complete and is expected to start in February.

The Project requires daily oversight of the contractor and during the asbestos abatement process. The City does not have the personnel resources or expertise to oversee the asbestos abatement. At the request of the City, M3 Environmental (M3) submitted a proposal to provide asbestos abatement oversight. The services include

pre-construction coordination, review of abatement contractor's submittals, observing the work practices and procedures during hazardous material removal activities, monitoring conformance with specifications and regulations, conducting air sampling during abatement activities, conducting a final visual inspection following removal activities, preparing and submitting written report at the completion of the project.

Staff recommends adopting a resolution (Attachment 1) authorizing the City Manager to execute a professional service agreement (Attachment 2) with M3 Environmental for an amount not to exceed \$29,410.00 for asbestos abatement oversight for the Fire Station Upgrades Project.

ENVIRONMENTAL COMPLIANCE

Pursuant to preliminary review of the activities associated with this Council action in accordance with Section 15061 of the California Environmental Quality Act (CEQA) Guidelines, this project is Categorical Exempt (Class 1, Existing Facilities). The project repairs and performs minor upgrades to the existing building and involves negligible or no expansion of use.

FISCAL IMPACT

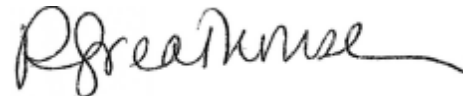
At the December 16th meeting, the City Council approved a budget amendment revising the project budget for the Fire Station Upgrades to \$795,761.00.

The professional services agreement for M3 to perform asbestos abatement oversight is for a not to exceed amount of \$29,410.00. The abatement process is estimated to take 5 weeks. A 20% contingency brings the total to \$35,292.00 for asbestos abatement oversight services. This cost was accounted for in the revised project budget.

ATTACHMENTS

1. Resolution
2. M3 Professional Services Agreement

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH M3 ENVIRONMENTAL LLC TO PERFORM ASBESTOS ABATEMENT OVERSIGHT FOR THE FIRE STATION UPGRADES PROJECT FOR AN AMOUNT NOT TO EXCEED \$29,410.00

WHEREAS, the Fire Station Upgrades Project (Project) is adopted in the fiscal year 2021/2022 Capital Improvement Program (CIP) annual budget; and

WHEREAS, the Project includes the abatement of the exterior paint and texture coating, removal and dry rot and damaged siding, installation of new siding, removal of six existing bay doors and associated equipment, installation of six new overhead bay doors with associated electrical, plumbing modifications and new paint on the exterior of the building; and

WHEREAS, the Project bidding documents were released for construction bids on October 21, 2021 and bids were opened on November 12, 2021; and

WHEREAS, at the December 16th, the City Council approved a budget amendment revising the total Project budget to \$795,761.00 and awarded a construction contract to 101 Builders Inc. to construct the Project; and

WHEREAS, the Project requires asbestos abatement oversight during the abatement activities and the city does not have the requisite personnel or expertise for these services; and

WHEREAS, M3 Environmental LLC (M3) is on the City approved on call list for hazardous materials consulting services to perform professional and technical services for implementation of the CIP; and

WHEREAS, M3 submitted a proposal to perform asbestos abatement oversight services for the Project; and

WHEREAS, proposed scope of work and budget are reasonable and within the approved revised Project budget.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a professional services agreement with

M3 Environmental LCC to perform asbestos abatement oversight for the Fire Station Upgrades Project for an amount not to exceed \$29,410.00; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 20% contingency for written amendments and extensions to the agreement such that the full value of the agreement does not exceed \$35,292.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 6th day of January, 2022 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
ASBESTOS ABATEMENT OVERSIGHT FOR THE FIRE STATION
UPGRADES PROJECT**

THIS AGREEMENT, is made and effective _____, between the City of Seaside, a municipal corporation ("Agency") and M3 Environmental, a limited liability 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 **Twenty Nine Thousand Four Hundred Ten Dollars (\$29,410.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the Agency and may be used, reused, or otherwise disposed of by the Agency without the permission of the Consultant. With respect to computer files, Consultant shall make available to the Agency, at the Consultant's office and upon

reasonable written request by the Agency, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

(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.

6. 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: M3 Environmental LLC
9821 Blue Larkspur Lane, Suite 100
Monterey, CA 93940
Attention: Chris Gatward

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

Chris Gatward 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 Chris Gatward 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.

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.



December 8, 2021

Ms. Leslie Llantero
Assistant Engineer
City of Seaside
831.899.6825 (T)

via e-mail:
lllantero@ci.seaside.ca.us

Re: Revised Proposal for Abatement Oversight for the Seaside Fire Station Located at 1635
Broadway Avenue in Seaside, California
M³ Proposal No. 213247a (rev. 1)

Dear Ms. Llantero:

M³ Environmental LLC (M³) is pleased to present this revised proposal to the City of Seaside to provide asbestos abatement oversight services for the exterior of the Seaside Fire Station located at 1635 Broadway Avenue in Seaside, California. This proposal is based on our telephone discussion on October 20, 2021, and email correspondence on December 7, 2021. In the e-mail you requested the proposal be revised from the initially proposed seven week schedule to a five week schedule.

Project Understanding

M³ understands the asbestos-containing coating on the exterior concrete surfaces of the building is delaminating and is to be removed. The planned renovation will impact a majority of the exterior finishes. Based on your December 7, 2021 e-mail, it is anticipated the removal of the exterior coating will take approximately five weeks (25 8-hour shifts). Note that this is a budgetary estimate only and M³ has no control over the abatement schedule.

The City of Seaside is requesting a quote for abatement oversight services to complete the project.

Scope of Works

This proposal presents the services needed to successfully complete this project based on the above understanding. M³ will provide the following services to successfully complete this project:

- Provide an industrial hygienist to supervise M³ staff working on the project and attend pre-bid and pre-construction meetings, as requested.
- Review the abatement contractor's submittals for conformance with regulatory requirements.
- Observe the work practices and procedures of the abatement contractor during hazardous materials removal activities and monitor conformance with the specification and applicable federal, state, and local regulations. We will complete checklists summarizing field observations and will include this in a written report at the completion of the project.
- Conduct area air sampling during asbestos removal activities at locations adjacent to the work areas to evaluate contractor work practices and to evaluate how well fibers and dust emission are being contained in the regulated work areas. Up to four samples will be collected per day and will be analyzed by phase contrast microscopy (PCM) using the National Institute for Occupational Safety and Health (NIOSH) Method 7400, Revision No. 3, May 15, 1989, 'A' counting rules. The PCM method counts all nonspecific fibers meeting certain dimensional criteria. In the event that airborne fiber counts exceed the United States Environmental Protection Agency (USEPA)-recommended PCM clearance level of 0.01 fibers/cubic centimeter (f/cc), these samples will, with your prior authorization, be submitted for confirmatory analysis by TEM, utilizing the USEPA Asbestos Hazard Emergency Response Act (AHERA) analytical protocol. This method differentiates asbestos fibers from other fibers.
- Conduct a final visual inspection following removal of asbestos materials. As the materials are on the exterior of the building no clearance air sampling will be conducted.

- Prepare and submit a written report at the completion of the project documenting project activities and air monitoring results.

Fees

All services described will be provided for a not to exceed fee of **\$29,410.00** based on the following schedule:

| <u>Staff/Expense</u> | <u>Budget</u> | <u>Unit</u> | <u>Total</u> |
|--|---------------|-------------|--------------------|
| Principal | 10 hours | \$250/hour | \$2,500.00 |
| Staff Environmental Consultants (Includes prep, travel, survey, report writing) | 220 hours | \$110/hour | 24,200.00 |
| Clerical | 6 hours | \$85/hour | 510.00 |
| PCM air samples (3-day turnaround) | 100 samples | \$18 each | 1,800.00 |
| Mileage, FedEx, copies, supplies, etc. | | | 400.00 |
| Estimated Oversight Fee | | | \$29,410.00 |

Our estimated fee is based on the following assumptions:

- M³ rates are based on 8-hour work shifts. Extra hours for additional or longer shifts, meetings outside of the work shift hours, or other necessary activities will be charged according to the hourly rates as shown, plus overtime, upon receipt of you prior approval.
- No schedule has been provided for this project. For the purposes of this proposal, it is assumed the contractor will complete the abatement within 25 8-hour shifts, including time for visual clearances. Following the receipt of the abatement contractor's schedule the estimated fee is subject to change to fit the appropriate timeline. Note that M³ has no control over the contractor's actual schedule (including staffing and efficiency in removing materials) and thus this time frame is an estimate only and subject to change.

Thank you for the opportunity to submit our proposal to you. If you have any questions, please call me at 831.649.4623.

Sincerely,
M³ Environmental LLC



Chris G. Gatward
Principal
California CAC No. 92-0216

EXHIBIT B



Professional Consulting Services
Fee Schedule
 2021*
 Prepared for the City of Seaside

| Labor Costs | Hourly Rate** |
|--------------------|----------------------|
|--------------------|----------------------|

| | |
|--|-------|
| Expert Witness (prep, field services, depositions) | \$390 |
| Expert Witness (trial) | \$550 |
| Certified Industrial Hygienist (CIH) | 275 |
| Registered Geologist | 275 |
| Principal Consultant | 250 |
| Project Manager/Certified Asbestos/Lead Consultant | 175 |
| Environmental Consultant | 110 |
| Drafting | 125 |
| Word Processing/Administrative Assistants | 85 |

| Expenses | Rate |
|-----------------|-------------|
|-----------------|-------------|

| | |
|------------------------------|--------------|
| Copies | at cost |
| Mileage | Federal rate |
| Supplies, other direct costs | at cost |

| Equipment | Rate |
|------------------|-------------|
|------------------|-------------|

| | |
|--|-------------------------|
| Air Sampling Equipment (asbestos, lead, microbial) | Included in Hourly Rate |
| Other Equipment | Quoted Per Project |

| Laboratory Services | Sample Cost |
|----------------------------|--------------------|
|----------------------------|--------------------|

| | |
|---|--------------------|
| <u>Asbestos – Routine Turnaround times</u> | |
| Phase Contrast Microscopy (PCM) | \$18 |
| Polarized Light Microscopy (PLM) | \$18 |
| Transmission Electron Microscopy (AHERA TEM) – 24 hour | \$135 |
| Transmission Electron Microscopy (AHERA TEM) – Same Day | \$175 |
| <u>Lead Paint - Routine Turnaround times</u> | |
| Bulk/paint chip analysis | \$20 |
| <u>Microbial – Routine Turnaround times</u> | |
| Non-viable Mold (spore trap) | \$80 |
| Viable Mold – no speciation (agar plate) | 85 |
| Direct exam mold swab/bulk/tape lift | 65 |
| Sewage screen swab | 80 |
| Other Laboratory Services | Quoted Per Project |

***We will apply a 3% escalation to the cost of items beginning January 1, 2022 and each subsequent year.**

****Straight time only. Overtime rates apply for hours over 8 per day and nights, weekends, and holidays.**

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 2021 – HAZMAT INVESTIGATION, WASTE CHARACTERIZATION & REMEDIATION FOR CITY OF SEASIDE

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Introduction

The City of Seaside (City) seeks Statements of Qualifications (SOQs) from qualified firms to provide professional hazardous materials consulting services. Selection will be based on demonstrated expertise in providing support to the City of Seaside Public Works and Engineering Department. The term of the qualification is for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant.

The City is in negotiations for the development of approximately 122 acres of city owned property on the former Fort Ord known as Campus Town. The project requires the city to demolish buildings left by the Army, to include eight troop barracks, a former chapel, a fast food restaurant, fire station, several single story administrative buildings and their associated parking lots. Please refer to the attachment A showing locations of work related to Campus Town. Future services may be performed anywhere within the City of Seaside.

Services may include general professional engineering for hazmat assessments regarding the identification of toxic and hazardous substances present such as but not limited to: asbestos, lead, mercury, Title 22 Heavy Metals, Pesticides, Hydrocarbons, Volatile Organic Compounds, PCB's, molds, wastes including presence of underground storage tanks (UST's) and associated contaminants; preparation of reports, preliminary plans, working drawings, and cost estimates for future abatement; remediation and disposal, bidding support and construction support.

Proposal Requirements

SOQs must be received by 3:00 PM March 5th, 2021. In response to the current COVID-19 pandemic, the City of Seaside encourages the Statement of Qualifications (SOQ) to be submitted purely electronically. Email submissions to pwinfo@ci.seaside.ca.us. Submit the standard fees & charges in a separate PDF, password protected file and labeled “Standard Fees & Charges”.

SOQ received after this deadline will not be accepted.

Optionally, a hard copy submission may be mailed in a sealed envelope with the words “**Hazmat Investigation Services**” clearly marked in the lower left-hand corner of the envelope. Three bound copies, plus one electronic copy submitted on CD, USB flash drive containing an Adobe pdf copy, should be submitted to the following address:

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

Statement of Qualifications Submittal Requirements

The SOQ should include the following information:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Brief description and history of the proposed project team and experience of the principal contact. Clearly describe project team member’s experience in hazardous materials site assessments and development of remediation strategies and specifications. Describe the average project size and scope of the team member’s past projects.
3. Provide as exhibits, listings of your firm’s and its principals’ experience.
4. Enclosed is a copy of the City’s standard contract, which stipulates, among other things, insurance requirements. Please confirm that the project team can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
5. Please provide at least three professional references. Indicate which references are public agencies for which the project team, or its principals, have provided services for within the past five years.
6. Standard Fees & Charges: Provide your standard hourly fees by job classification, billing criteria and task for providing the services described in this RFQ in a separate sealed envelope. Do not provide in the response to this request as an exhibit or in the body of the response

The SOQ will be limited to 10 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 10 page limit.

Schedule for Selection Process

The proposed consultant selection schedule is as follows.

| | |
|--|--|
| Release RFP | Friday, February 19 th , 2021 |
| Proposal due | Friday, March 5 th , 2021 at 3 PM |
| Interview Select Proposers, if necessary | March 8-12th, 2021 |
| Select Consultant | March 18, 2021 |

Questions Regarding This Project

All questions and/or contacts regarding this Request should be directed to:

Scott Ottmar, P.E.
City of Seaside-Engineering Division
440 Harcourt Avenue
Seaside, CA 93955
E-mail: sottmar@ci.seaside.ca.us
Phone (831) 899-6885

Form of Agreement

A copy of the City of Seaside Consultant Contract is included herewith as attachment B.

Evaluation and Rating Criteria

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

1. *Proposal*: Organization, presentation, and content of proposal. Conformance to the specified proposal format. – Max 5 points.
2. *Company/Organization*: Does the firm/individual offer the breadth & quality of services required for tasks listed in the Preliminary Scope of Services? Has the firm/individual demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein? Firm possess familiarity with the locality and ability to perform services within the City of Seaside. Ability to respond to request for services in a timely manner and to facilitate meetings with City Staff. – Max 35 points.
3. *Project Team*: Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Does the principal contact and the assigned personnel have requisite education, experience, and professional qualifications? – Max 35 points.
4. *Contractual Ability*: Confirmed acceptance of standard contract. – Max 5 points.
5. *Past Performance*: Are the firm's/individual's references from past clients and associates favorable? Are deliverables submitted on time and within budget? - Max 20 points.

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

QUALIFICATIONS

Interested consultants should possess competency in the following areas of expertise and documents:

- ABIH Certified Industrial Hygienist (CIH)
- California Certified Asbestos Consultant (CAC)
- CDPH Certified Lead Inspector/Assessor and Project Monitor

Firms are encouraged to include any and all certifications or licenses that pertain to the performance of the projects listed in this solicitation. All work shall be signed and stamped by the CIH or an approved substitute.

PRELIMINARY SCOPE OF SERVICES

Selected Consulting firms will provide professional hazmat consulting services on an "as-needed" basis and must be able to perform at a minimum, any of the following activities:

- General assessments for identification of toxic and /or hazardous substances such as but not limited to asbestos, underground storage tanks (UST's), molds, materials, or wastes in building interior spaces, building construction materials, building electrical/mechanical systems, indoor air, water systems and on-site water or soils.
- Preparation of interpretive reports, preliminary plans, working drawings, construction documents and cost estimates for future abatement. Prepare specifications for abatement/remediation. All drawings must be completed in AutoCad.
- Remediation, management, storage or disposal of wastes to include characterization of wastes.
- Remediation observation, abatement inspection and verification to include sampling services.

The Consultant must be experienced in preparing plans and specifications with cost estimates varying in complexity from budget package level to construction bid quality, which can be utilized to evaluate environmental abatement firms to prepare bids for remediation.

The Consultant must have also proven experience in the methods available to package, remove, transport and dispose, or if necessary, store and/or contain all types of hazardous materials such as but not limited to asbestos, UST's, molds, materials, wastes, petroleum based oil wastes as well as being thoroughly experienced in dealing with PCB and lead-related issues.

The Consultant must have broad knowledge and experience in implementing the rules and regulations of federal, State and local entities involved in the identification, analysis, removal/containment, storage and disposal of hazardous substances such as but not limited to asbestos, UST's, molds, hazardous materials or wastes.

The consultant will not be allowed to provide services when the City determines a potential conflict of interest may exist.

Consultant services will be on an as-needed, on-call basis. Consultant services will be authorized by separate contract(s). The Consultant is responsible for acknowledging receipt of requests for services within two (2) working days. Contracts may vary significantly in size and scope and will be determined in greater detail as each is assigned. The Consultant will be

responsible for preparing a detailed scope and fee estimate for each contract request. The City may accept the Consultant's scope and fee or negotiate with the Consultant, as appropriate. The City reserves the right to not accept the Consultant's scope and fee.

General Provisions

1. The City will assume no responsibility for any understandings or representations concerning conditions made by any of its officers or employees prior to execution of a final agreement unless they are included in this Request for Qualifications.
2. Any reasonable inquiry to determine the responsibility of a prospective Consultant(s) may be conducted. The submission of Qualifications shall constitute permission by the prospective Consultant(s) for the City to verify all information contained therein. If the City deems it necessary, additional information may be requested from the prospective Consultant(s) for further consideration.
3. A prospective Consultant(s) may withdraw their Qualifications at any time prior to the date and time which is set forth herein as the deadline for acceptance of Qualifications.
4. Each prospective Consultant(s) submitting Qualifications in response to this Request agrees the preparation of all materials for submittal to the City and all presentations are at the prospective entities sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective Consultant(s). In addition, each prospective Consultant(s) agrees that all documentation and materials submitted with Qualifications will remain the property of the City and will become a public document.
5. The City reserves the right to request additional information from any and all prospective entities as deemed necessary by the City in order to evaluate the Qualifications. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original Qualifications.
6. The City reserves the right to reject any and all Qualifications and, in the event the Consultant selected, it may attempt to negotiate an agreement with the Consultant that, in the sole judgment of the City, is the best qualified to provide the services requested.
7. The City shall not enter into an agreement with any prospective Consultant(s) that has previously had an agreement with the City terminated, or that has previously been found to have violated any provision of the Seaside City Code, or related resolutions or ordinances, or any provision of federal law, state, or other local law.
8. The City reserves the right to enter into an agreement with an Consultant(s) at any time, deviate from this Request, reject any or all SOQs, continue to advertise for new Qualifications, negotiate with multiple entities simultaneously, waive any defects in Qualifications, or to proceed otherwise. The Request and the selection process will in no way be deemed to create a binding contract or agreement of any kind between the City and any prospective Consultant(s). The submission of Qualifications does not in any way commit the City to enter into an agreement with any prospective Consultant(s).

9. Each prospective Consultant(s) shall agree to abide by all federal, state, and local laws, rules, and regulations and to secure all necessary licenses, permits, and other forms of identification as may be required in connection with the resulting agreement, all at no additional cost to the City.
10. All Qualifications, charge rates or representations will remain in effect and be legally binding for at least one hundred twenty (120) days from the date of submission.
11. This Request for Qualifications shall be governed in accordance with the laws of the State of California and the jurisdiction of any disputes hereunder shall be had in Monterey County.

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.

Grounds for Disqualification

All prospective entities are expected to conduct themselves with the utmost integrity and responsibility throughout the Request process. Any prospective Consultant(s) that violates these expectations, as determined in the sole discretion of the City, will be subject to disqualification. Generally, the grounds for disqualification include:

1. Contact regarding this procurement with any City official or employee, other than the contact person designated in this Request, from the time of issuance of this Request until the consideration and approval of a professional services agreement.
2. Evidence of collusion, directly or indirectly, among prospective entities in regard to the amount, or the terms and conditions of this Request and the prospective agreement.
3. Influencing, or attempting to influence, any City staff member or official throughout the solicitation process, including the development of specifications beyond those included here, if any.
4. Evidence of submitting incorrect or inaccurate information in response to this Request or misrepresentation or failing to disclose facts during the evaluation or negotiation process.
5. Existence of any lawsuit, claim, or dispute between the prospective Consultant(s) and the City.
6. Evidence of the prospective Consultant(s)'s inability to successfully complete the responsibilities and obligations of the Request process.
7. The prospective Consultant(s)'s default under any City agreement or termination of a previous agreement.

Records and Financial Data

All correspondence with the City, including responses to this Request, will become the exclusive property of the City and will become public records under the California Public Records Act. All

documents submitted in response to this Request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Personal financial information that a prospective Consultant(s) considers confidential, the disclosure of which would be an unwarranted invasion of personal privacy, should be submitted in a sealed envelope marked "CONFIDENTIAL: PERSONAL FINANCIAL RECORDS; NOT PUBLIC RECORDS." A prospective Consultant(s) should not mark their entire Qualifications as "Confidential." During the selection process, the City will keep such information confidential and will not disclose it, except as otherwise required under applicable law. This means that, depending on the nature of timing of the request, or future court decisions, that personal financial information may not remain private and may be publicly disclosed. Once the selection process is completed, the City will return this information to any prospective agency that is not selected.

If an Consultant(s) is selected, the City may retain any submitted information and disclose it to the City Council, and any subcommittees thereof, and the public in connection with consideration of an agreement with the City as evidence of the entities ability to carry out the development. Given the nature of the applicable law under the California Public Records Act, the City cannot guarantee or warrant that it will be able to keep submitted information, including personal financial records, confidential. The successful Consultant(s) agrees to indemnify, defend, and hold the City harmless from and against any suit brought under the California Public Records Act to obtain the records; otherwise, the City shall not be obligated to defend such suit and may release the records.

RESOLUTION NO. 21-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING VISTA ENVIRONMENTAL CONSULTING, TRC, AND M3 ENVIRONMENTAL CONSULTING TO PROVIDE ON-CALL HAZARDOUS MATERIALS INVESTIGATION, WASTE CHARACTERIZATION, AND REMEDIATION DESIGN AND INSPECTION SERVICES

WHEREAS, Hazardous Materials Investigation, Waste Characterization, and Remediation Design and Inspection Services (Hazardous Materials Consulting Services) include vast array of skills including identification of toxic and hazardous substances, wastes characterization; preparation of reports, preliminary plans, working drawings, and cost estimates for abatement; specifications for remediation and disposal, bidding and construction support; and

WHEREAS, the City of Seaside, on occasion, is in need of consultants who specialize in hazardous materials consulting services; and

WHEREAS, on February 18, 2021, the City released a Request for Qualifications for professional services for Hazardous Materials Consulting Services; and

WHEREAS, on March 5, 2021, proposals were received from seven firms offering Hazardous Materials Consulting Services; and

WHEREAS, City Engineering staff reviewed and selected the three top firms: Vista Environmental Consulting, TRC, and M3 Environmental Consulting, as the most qualified to perform these services based on professional qualifications, similar experience and sufficient staffing capabilities to provide service in a timely manner.


NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves Vista Environmental Consulting, TRC, and M3 Environmental Consulting, to provide Hazardous Materials Consulting Services on an as needed basis; and

BE IT FURTHER RESOLVED, approval to provide Hazardous Materials Consulting Services is for a period of three (3) years and may be extended at the City Manager's recommendation for two (2) one year extensions through April 1, 2026. Agreements will have a defined scope, schedule and fee arrangements that will be negotiated on a project by project basis.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside
duly held on the 1st day of April, 2021 by the following vote:

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

APPROVED:



Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.O.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Sheri Damon, City Attorney

DATE: January 6, 2022

**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 December 2, 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 December 2, 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:



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 6th day of January, 2021, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.P.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Trevin Barber, Assistant City Manager

DATE: January 6, 2022

SUBJECT: ADOPT RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT AND ALL REQUIRED DOCUMENTS TO ACQUIRE THE REAL PROPERTY LOCATED AT 490 BROADWAY AVE IN THE AMOUNT OF \$1,093,000.00

RECOMMENDATION

Adopt the resolution authorizing the City Manager to execute a purchase agreement and all other documents to purchase the properties located at 490 Broadway (APN 011-302-002 and APN 011-302-014) for \$1,093,000.00 plus incidental acquisition costs.

BACKGROUND

The Coniglio Family Properties, LLC, listed for sale the real property located at 490 Broadway Avenue / 1590 Del Monte Avenue, within the City of Seaside City limits and as more accurately depicted in the attached Monterey County Assessor's parcel map. The property contains two parcels, 011-302-002;014 and has an area of +/-20,247 square feet, just short of half an acre. The property in question is primarily asphalt paved and maintains a small office. The property was formerly used as an automobile sales yard; after the closure of such the property has been underutilized.

In September of 2021, staff entered into a lease agreement for the property with a stipulation to proceed with a purchase should an appraisal fall within the seller's designated range of \$1,000,000 to \$1,200,000. The lease has allowed the City to utilize the property for much needed parking in the West Broadway Urban Village. On October 07, 2021, the City Council authorized staff to proceed with a purchase if it fell within the designated range, as well as acted to allocate funding to the Economic Development Budget from Fund Balance for the purchase.

Staff has since engaged an MAI appraiser and an appraised value of \$1,093,000, or +/-

\$54 per square foot, has been established. An agreement to purchase the property has been drafted and is attached for review.

FISCAL IMPACT

The \$1,093,000 purchase price plus incidental costs would be funded from the City's general fund Economic Development account 100-7410-2085. Funding was made available on October 7, 2021.

ATTACHMENTS

- 1. Resolution authorizing Purchase
- 2. Vacant Land Purchase Agreement and Addendum
- 3. MC Parcel Map No. 98340
- 4. Fully Executed Lease

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO. 21-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE CONTRACT AND
ATTENDANT DOCUMENTS FOR THE ACQUISITION OF 490 BROADWAY AVENUE
FOR \$1,093,000**

RECITALS

- A. The Coniglio Family Properties LLC listed the properties located at 490 Broadway Avenue/1590 Del Monte Avenue for sale. The properties are located at the first corner of the West Broadway Urban Village; and
- B. On or about September 20, 2021, under the City Manager’s acquisition authority, the City entered into a Lease for the above-referenced properties to provide much needed parking in the West Broadway Urban Village; and
- C. On or about October 7, 2021, the City Council ratified the Lease and authorized the acquisition of the property if the property value fell between \$1,000,000 and \$1,200,000 and authorized the retention of an MAI appraiser and acted to allocated funding to the Economic Development Budget from Fund balance for the purchase; and
- D. The MAI appraiser appraised the property at \$1,093,000, which is between the amounts that were previously agreed upon by the City Council and the Seller in the Lease Agreement.

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

- 1. Hereby authorizes the City Manager to execute the attached Vacant Land Purchase Agreement and Joint Escrow Instructions and all other documentation, in a form as finally reviewed and approved by the City Attorney, and take all other actions necessary, to effectuate the purchase and City acceptance, of the property at 490 Broadway/1590 Del Monte (APNs 011-302-002 and -014) for \$1,093,000.
- 2. The City Council further authorizes payment of any incidental costs associated with the acquisition as are normal and customary.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 6th day of January, 2022 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM

Sheri L. Damon, City Attorney



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM VLPA, Revised 12/21)

Date Prepared: December 17, 2021

1. OFFER:

- A. **THIS IS AN OFFER FROM** City of Seaside ("Buyer").
 Individual(s), A Corporation, A Partnership, An LLC, An LLP, or Other _____
- B. **THE PROPERTY** to be acquired is 490 Broadway Ave, situated in Seaside (City), _____ (County), California, 93955-4201 (Zip Code), Assessor's Parcel No(s), 011-302-002 and 011-302-014 ("Property").
Further Described As 1590 Del Monte Blvd
 (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
- C. **THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.**
- D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are not Parties to this Agreement.

2. AGENCY:

- A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
- B. **CONFIRMATION:** The following agency relationships are here confirmed for this transaction.
- Seller's Brokerage Firm** Keller Williams Coastal Estates License Number 01980326
 Is the broker of (check one): the Seller; or both the Buyer and Seller (Dual Agent).
 Seller's Agent Jeff Davi License Number 00979288
 Is (check one): the Seller's Agent (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
- Buyer's Brokerage Firm** Keller Williams Coastal Estates License Number 01980326
 Is the broker of (check one): the Buyer; or both the Buyer and Seller (Dual Agent).
 Buyer's Agent Jeff Davi License Number 00979288
 Is (check one): the Buyer's Agent (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
- C. More than one Brokerage represents Seller, Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
- D. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 16 pages. The Parties are advised to read all 16 pages.

| Paragraph # | Paragraph Title or Contract Term | Terms and Conditions | Additional Terms |
|-------------|---|--|---|
| A | Purchase Price | \$ <u>1,093,000.00</u> | <input checked="" type="checkbox"/> All Cash |
| B | Close of Escrow (COE) | <input checked="" type="checkbox"/> <u>30</u> Days after Acceptance OR on _____ (date) (mm/dd/yyyy) | |
| C | Expiration of Offer | 3 calendar days after all Buyer Signature(s) or _____ (date) at 5PM or _____ AM/PM | |
| D(1) | Initial Deposit Amount | \$ <u>32,790.00</u> (<u>3.0</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term) | within 3 (or _____) business days after Acceptance by wire transfer OR <input type="checkbox"/> _____ |
| D(2) | <input type="checkbox"/> Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.) | \$ _____ (_____ % of purchase price) (% number above is for calculation purposes and is not a contractual term) | Upon removal of all contingencies OR <input type="checkbox"/> _____ (date) OR <input type="checkbox"/> _____ |
| E(1) | Loan Amount(s): First Interest Rate Points | \$ _____ (_____ % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate, not to exceed _____ % Buyer to pay zero points or up to _____ % of the loan amount | Conventional or, if checked, <input type="checkbox"/> FHA <input type="checkbox"/> VA (CAR Forms FVAC, HID attached) <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____ |
| E(2) | Additional Financed Amount Interest Rate Points | \$ _____ (_____ % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate, not to exceed _____ % Buyer to pay zero points or up to _____ % of the loan amount | Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Assumed Financing <input type="checkbox"/> Subject To Financing <input type="checkbox"/> Other: _____ |
| E(3) | Occupancy Type | Investment, or if checked, <input type="checkbox"/> Primary <input checked="" type="checkbox"/> Secondary | |
| F | Balance of Down Payment | \$ <u>1,060,210.00</u> | |
| | PURCHASE PRICE TOTAL | \$ <u>1,093,000.00</u> | |

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VLPA REVISED 12/21 (PAGE 1 OF 16)

Buyer's Initials _____ / _____ Seller's Initials _____ / _____



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 1 OF 16)

| Paragraph # | Paragraph Title or Contract Term | Terms and Conditions | Additional Terms |
|---------------------------------|--|--|--|
| G(1) | 5E | Seller Credit, if any, to Buyer <input type="checkbox"/> \$ _____ (_____ % of purchase price) (% number above is for calculation purposes and is not a contractual term) | Seller credit to be applied to closing costs OR <input type="checkbox"/> Other: _____ |
| G(2) | ADDITIONAL FINANCE TERMS: <i>Buyer May elect to place a loan on the property at their sole discretion, however it will not be a contingency of this agreement.</i> | | |
| H(1) | 5B | Verification of All Cash (sufficient funds) | Attached to the offer or <input checked="" type="checkbox"/> 3 (or _____) Days after Acceptance |
| H(2) | 6A | Verification of Down Payment and Closing Costs | Attached to the offer or <input checked="" type="checkbox"/> 3 (or _____) Days after Acceptance |
| H(3) | 6B | Verification of Loan Application | Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance <input type="checkbox"/> Prequalification <input type="checkbox"/> Preapproval <input type="checkbox"/> Fully underwritten preapproval |
| Intentionally Left Blank | | | |
| J | 18 | Final Verification of Condition | 5 (or _____) Days prior to COE |
| K | 25 | Assignment Request | 17 (or _____) Days after Acceptance |
| L | | CONTINGENCIES | TIME TO REMOVE CONTINGENCIES |
| L(1) | 8A | Loan(s) | 17 (or _____) Days after Acceptance <input type="checkbox"/> No loan contingency |
| L(2) | 8B | Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____ | <input checked="" type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC. |
| L(3) | 8C | <input type="checkbox"/> Purchase of Manufactured Home Buyer has (or <input type="checkbox"/> has not) entered into contract to purchase a personal property manufactured home | REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8H. <input type="checkbox"/> CR attached |
| L(4) | 8D | <input type="checkbox"/> Construction Loan Financing A draw from the construction loan will not (or will) be used to finance the Property | |
| L(5) | 8E, 14 | Investigation of Property Informational Access to Property Buyer's right to access the Property for informational purposes only is NOT a contingency and does NOT create additional cancellation rights for Buyer. | |
| L(6) | 8F, 16A | Review of Seller Documents | |
| L(7) | 8G, 15A | Preliminary ("Title") Report | 17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later |
| L(8) | 8H, 11I | Common Interest Disclosures required by Civil Code § 4525 or this Agreement | |
| L(9) | 8I, 9B(6) | Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens) | 17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later |
| L(10) | 8L | Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached | |
| M | | Possession | Time for Performance |
| M | | Vacant Lot Delivery Property to be delivered subject to tenant rights, if any, except _____ | Upon notice of recordation On COE Date |
| N | | Documents/Fees/Compliance | Time for Performance |
| N(1) | 16A | Seller Delivery of Documents | 7 (or _____) Days after Acceptance |
| N(2) | 21B | Sign and return Escrow Holder General Provisions, Supplemental Instructions | 5 (or _____) Days after receipt |
| N(3) | 11I(2) | Time to pay fees for ordering HOA Documents | 3 (or _____) Days after Acceptance |
| N(4) | 10B(1) | Install smoke alarm(s), CO detector(s), water heater bracing | 7 (or _____) Days after Acceptance |
| N(5) | 35 | Evidence of representative authority | 3 Days after Acceptance |



| Intentionally Left Blank | | | | |
|--------------------------------------|--|--|--|---|
| P Items Included and Excluded | | | | |
| P(1) | 9 | Items Included - All items specified in Paragraph 9B are included and the following, if checked: | | |
| | | <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____ | | |
| P(2) | Excluded Items: | | | |
| | | <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____ | | |
| Q Allocation of Costs | | | | |
| Paragraph # | Item Description | Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed) | | Additional Terms |
| Q(1) | 10A, 11A Natural Hazard Zone Disclosure Report, including tax information | <input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input type="checkbox"/> Provided by: _____ | | <input type="checkbox"/> Environmental <input type="checkbox"/> Other _____ |
| Q(2) | 15B(1)(D) Environmental Survey | <input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ | | |
| Q(3) | _____ Report | <input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ | | |
| Q(4) | 21B Escrow Fees | <input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input checked="" type="checkbox"/> Each to pay their own fees | | |
| Q(5) | 15 Owner's title insurance policy | <input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____ | | |
| Q(6) | Buyer's Lender title insurance policy | Buyer | | Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender. |
| Q(7) | County transfer tax, fees | <input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____ | | |
| Q(8) | City transfer tax, fees | <input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ | | |
| Q(9) | 11I(2) OA fee for preparing disclosures | Seller | | |
| Q(10) | OA certification fee | Buyer | | |
| Q(11) | OA transfer fees | <input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ | | Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee. |
| Q(12) | Private transfer fees | Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____ | | |
| Q(13) | _____ fees or costs | <input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ | | |
| Q(14) | _____ fees or costs | <input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ | | |
| R | Additional Tenancy Documents <input type="checkbox"/> Income and Expense Statements <input type="checkbox"/> Tenant Estoppel Certificate | | | |
| S | OTHER TERMS: _____ | | | |

4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
- Other _____

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Addendum # 1 (C.A.R. Form ADM)
- Back Up Offer Addendum (C.A.R. Form BUO)
- Assumed Financing Addendum (C.A.R. Form AFA)
- Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
- Buyer Intent to Exchange Addendum (C.A.R. Form BXA)
- Other _____
- Short Sale Addendum (C.A.R. Form SSA)
- Court Confirmation Addendum (C.A.R. Form CCA)
- Seller Intent to Exchange Addendum (C.A.R. Form SXA)
- Other _____

C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

- Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA)
- Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
- Wire Fraud Advisory (C.A.R. Form WFA)
- Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)
- (Parties may also receive a privacy disclosure from their own Agent.)
- Wildfire Disaster Advisory (C.A.R. Form WDFDA)
- Trust Advisory (C.A.R. Form TA)
- REO Advisory (C.A.R. Form REO)
- Other _____
- Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
- Short Sale Information and Advisory (C.A.R. Form SSIA)
- Probate Advisory (C.A.R. Form PA)
- Other _____



5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.

A. DEPOSIT:

- (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in paragraph 3D(1) and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
- (2) **INCREASED DEPOSIT:** Increased deposit to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
- (3) **RETENTION OF DEPOSIT:** Paragraph 35, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.

B. **ALL CASH OFFER:** If an all cash offer is specified in paragraph 3A, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in paragraph 3H(1), Deliver written verification of funds sufficient for the purchase price and closing costs.

C. LOAN(S):

- (1) **FIRST LOAN:** This loan will provide for conventional financing UNLESS FHA, VA, Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in paragraph 3E(1).
- (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in paragraph 3E(2), that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in paragraph 3E(2).
- (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in paragraph 3E, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of paragraph 6B, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
- (4) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

D. **BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (including all-cash funds)** to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. **LIMITS ON CREDITS TO BUYER:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. ADDITIONAL FINANCING TERMS:

A. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs may be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 6B.

B. **VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in paragraph 3H(3) a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3E. If any loan specified in paragraph 3E is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.

C. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (paragraph 3B) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

A. **OCCUPANCY:** Buyer intends to occupy the Property as indicated in paragraph 3E(3). Occupancy may impact available financing.

B. **CONDITION OF PROPERTY ON CLOSING:**

- (1) Unless Otherwise Agreed: (i) the Property shall be delivered "As-Is" in its PRESENT physical condition as of the date of Acceptance; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within 3 Days, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
- (2) Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.

C. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, and all items included in either paragraph 3P or paragraph 9. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.



8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:**A. LOAN(S):**

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**
- (2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.
- (3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.
- (4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (5) **NO LOAN CONTINGENCY:** If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

- (1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.
- (2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.

C. MANUFACTURED HOME PURCHASE: If checked in **paragraph 3L(3)**, this Agreement is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow.

D. CONSTRUCTION LOAN FINANCING: If checked in **paragraph 3L(4)**, this Agreement is contingent upon Buyer obtaining a construction loan.

E. INVESTIGATION OF PROPERTY: This Agreement is, as specified in **paragraph 3L(3)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

F. REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in **paragraph 3L(4)**, contingent upon Buyer's review of Seller's documents required in **paragraph 16A**.

G. TITLE:

- (1) This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 15G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- (2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

H. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11I** ("CI Disclosures").

I. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(6)**, is, as specified in **paragraph 3L(7)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(7)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or lienied items.

J. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**

K. REMOVAL OF CONTINGENCY OR CANCELLATION:

- (1) **For any contingency specified in paragraph 3L or 8, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.**
- (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after receipt of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
- (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

L. SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(8)**.

9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or paragraph 3P or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in paragraph 3N(1), shall (i) disclose to Buyer if any item or system specified in paragraph 3P or 9B or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
- (3) Seller represents that all items included in the purchase price, unless Otherwise Agreed, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to paragraph 9B(6), and (ii) are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
- (4) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in paragraph 3N(1).
- (5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
- (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.

C. ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, all items specified in paragraph 3P(2) are excluded from the sale.

10. ALLOCATION OF COSTS FOR INSPECTIONS, REPORTS AND CERTIFICATES: Paragraphs 3Q(1-3) and (5) only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).

11. SELLER DISCLOSURES:

A. WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); OR (ii) to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; OR (iii) to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

B. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

C. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

D. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

- (1) Seller shall, within the time specified in paragraph 3N(1), disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
- (2) If the Property is a condominium or is located in a planned development or other common interest development with a OA, Seller shall, within the time specified in paragraph 3N(3), order from, and pay any required fee for the following items to the OA (C.A.R. Form HOA-IR): (i) Copies of any documents required by Law (C.A.R. Form HOA-RS); (ii) disclosure of any pending or anticipated claim or litigation by or against the OA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of OA minutes for regular and special meetings; (v) the names and contact information of all OAs governing the Property; (vi) pet restrictions; and (vii) smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to OA or management company to pay for any of the above.

E. NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in paragraph 3N(1), if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.



- F. **ADDITIONAL DISCLOSURES:** Within the time specified in paragraph 3N(1), if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:
- (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
 - (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295).
 - (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
 - (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6).
 - (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, "candidate" species, or wetlands on the Property.
 - (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
 - (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
 - (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
 - (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements, or similar matters that may affect the Property.
 - (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
 - (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
 - (12) **EARTHQUAKE DAMAGE:** Major damage to the Property of any of the structures from fire, earthquake, floods, or landslides.
 - (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
 - (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
 - (15) **SURVEY, PLANS, PERMITS AND ENGINEERING DOCUMENTS:** If in Seller's possession, Copies of surveys, plans, specifications, permits and approvals, development plans, licenses, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
 - (16) **VIOLATION NOTICES:** Seller shall disclose any notice of violations of any Law filed or issued against the Property.
- G. **MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 3N(1), Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly Deliver to Buyer any such notice obtained.
- H. **KNOWN MATERIAL FACTS:** Seller shall, within the time specified in paragraph 3N(1), DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact lender to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.
- I. **SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in paragraph 3N(1), complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).
- J. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
12. **TENANCY RELATED DISCLOSURES:** Within the time specified in paragraph 3N(1), and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:
- A. **RENTAL/SERVICE AGREEMENTS:** (i) All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; (ii) A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.
 - B. **INCOME AND EXPENSE STATEMENTS:** If checked in paragraph 3R, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.
 - C. **TENANT ESTOPPEL CERTIFICATES:** If checked in paragraph 3R, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: (i) that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.
 - D. **SELLER REPRESENTATIONS:** Unless otherwise disclosed under paragraph 11, paragraph 12, or under any disclosure Delivered to Buyer:
 - (1) Seller represents that Seller has no actual knowledge that any tenant(s): (i) has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; (ii) has any unsatisfied mechanics or materialman lien(s) affecting the Property; and (iii) is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
 - (2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
 - (3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.
13. **CHANGES DURING ESCROW:**
- A. Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in paragraph 13B: (i) rent or lease any vacant unit or other part of the premises; (ii) alter, modify, or extend any existing rental or lease agreement; (iii) enter into, alter, modify, or extend any service contract(s); or (iv) change the status of the condition of the Property.



- B. (1) At least **7 Days** prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change
- (2) Within **5 Days** after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.
- 14. **SECURITY DEPOSITS:** Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.
- 15. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
 - A. Buyer shall, within the time specified in **paragraph 3L(3)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").
 - B. Buyer Investigations include, but are not limited to:
 - (1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
 - (A) A general inspection.
 - (B) An inspection for lead-based paint and other lead-based paint hazards.
 - (C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
 - (D) A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in **paragraph 3L(3)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer's Investigation contingency.
 - (E) Any other specific inspections of the physical condition of the land and improvements.
 - (2) All other Buyer Investigations, such as insurance, not specified above. See, Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA) for more.
 - (3) A review of reports, disclosures or information prepared by or for Seller and Delivered to Buyer pursuant to **paragraphs 3, 10, 11, 12, and 16A**.
 - C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
 - D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, (i) by the time specified in **paragraph 3L(3)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and (ii) by the time specified in **paragraph 3L(3)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.
 - E. **Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.
 - F. **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN PARAGRAPH 15, UNLESS OTHERWISE AGREED IN WRITING.**
 - G. **SIZE, LINES, ACCESS, AND BOUNDARIES:** Lot size, property lines, legal or physical access, and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements, or similar matters that may affect the Property. (Fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
 - H. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications, and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.
 - I. **UTILITIES AND SERVICES:** Availability, costs, restrictions, and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV, and drainage.
 - J. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic, or otherwise), fungus or similar contaminant, materials, products, or conditions.



- K. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
 - L. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
 - M. **PROPERTY DAMAGE:** Major damage to the Property of any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides, or other causes.
 - N. **NEIGHBORHOOD, AREA, AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§ 51200-51295), Right to Farm Laws (Civil Code § 3482.5 and § 3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy, and cost of any speed-wired, wireless internet connections, or other telecommunications or other technology services and installations, proximity to commercial, industrial, or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Owners' Association requirements, conditions, and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Buyer.
 - O. **COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
 - P. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community facilities Act or Improvement Bond Act of 1915.
 - Q. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of landlord to terminate a tenancy.
 - R. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.
16. **TITLE AND VESTING:**
- A. Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(10)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
 - B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
 - C. Seller shall within 7 Days after request, give Escrow Holder necessary information to clear title.
 - D. Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.
 - E. If Buyer is a legal entity and the Property purchase price is at least \$300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
 - F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
 - G. Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
17. **TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
- A. **SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 9B(6), 10, 11A, 11B, 11H, 11F, 11I, 11K, 11L, 11M, 13A, 13D and 28.**
 - B. **BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
 - (1) Buyer has the time specified in **paragraph 3** to: (i) perform Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(6)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with **paragraph 11.**
 - (2) Buyer may, within the time specified in **paragraph 3L(3)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.



- (3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, other than those in **paragraphs 11A** or **11B**, is not Delivered within the time specified in **paragraph 3N(1)**, then Buyer has **5 Days** after Delivery of any such items, or the times specified in **paragraph 3L**, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under **paragraph 11E**.
- (4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 16C**, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 17C(1)**.

C. SELLER RIGHT TO CANCEL:

- (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by **paragraph 5C(4)** (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by **paragraph 5B** or **6A**; (v) Deliver a letter as required by **paragraph 6B**; (vi) In writing assume or accept leases or liens specified in **paragraph 8G**; (vii) Return Statutory and Other Disclosures as required by **paragraph 11D**; (viii) Cooperate with the title company's effort to comply with the GTO as required by **paragraph 16E**; (ix) Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 5A(2)** and **35**; (x) Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 34**; or (xi) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
- (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

D. BUYER RIGHT TO CANCEL:

- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.
- (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
- (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

- E. NOTICE TO BUYER OR SELLER TO PERFORM:** The Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 16**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

F. EFFECT OF REMOVAL OF CONTINGENCIES:

- (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.

- G. DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.



- H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow cancellation fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**
- 18. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 19. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J, NOT AS A CONTINGENCY OF THE SALE**, but solely to confirm: (i) the Property is maintained pursuant to **paragraph 7B**; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 20. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, OA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any OA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and OA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. **TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.** Prorations shall be made based on a 30-day month.
- 21. **BROKERS AND AGENTS:**
 - A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
 - B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
 - C. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.
- 22. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
 - A. **The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3R, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 10C, 11H, 11K(2), 13 (except 13D), 14H, 17, 18A, 19, 23, 25, 27, 28, 32, 33, and paragraph 3 of the Real Estate Brokers Section.** If a Copy of the separate compensation agreement(s) provided for in **paragraph 18A** or **paragraph C of the Real Estate Brokers Section** is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
 - B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 Days**, shall pay to Escrow Holder or OA or OA management company or others any fee required by **paragraphs 3, 8, 10, 11**, or elsewhere in this Agreement.



- C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11F**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11F**.
- D. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 20A and paragraph C of the Real Estate Brokers Section**. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 20A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.
- F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraph 5A(1) and 5A(2)**. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.
23. **SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
24. **MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
25. **ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 37A**.
26. **ASSIGNMENT:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOA).
27. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.
28. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discover, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.
29. **AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.
30. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.

- 31. **COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
- 32. **DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
 - A. **"Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
 - B. **"Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
 - C. **"Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
 - D. **"As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
 - E. **"Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
 - F. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
 - G. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
 - H. **"Copy"** means copy by any means including photocopy, facsimile and electronic.
 - I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or legal holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or legal holiday ("Allowable Performance Day"), and ending at 11:59 pm. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed, the COE shall occur on the next day the Recorder's office in that County is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
 - J. **"Day"** or **"Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.
 - K. **"Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
 - L. **"Electronic Copy"** or **"Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - M. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - N. **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 39** or **paragraph 40**.
 - O. **"Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.
 - P. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - Q. **"Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.
- 33. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initiated by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
- 34. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**



35. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in paragraph 38 or 39 appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party and Escrow Holder, as specified in paragraph 3N(5), evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

36. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).
Buyer's Initials _____ / _____ Seller's Initials _____ / _____

37. MEDIATION:
A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
B. ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 38B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 38C; and (iii) Agent's rights and obligations are further specified in paragraph 38D.

38. ARBITRATION OF DISPUTES:
A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties, OR _____ . The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
B. EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
C. PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
D. AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
E. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."
"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."
Buyer's Initials _____ / _____ Seller's Initials _____ / _____

39. OFFER

A. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in paragraph 3C, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. Seller has no obligation to respond to an offer made.

B. [X] ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 54 for additional terms.
(3) The name(s) of the Legally Authorized Signer(s) is/are:
(4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:

C. The VLPA has 16 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, Date:

Printed name of BUYER: City of Seaside

[X] Printed Name of Legally Authorized Signer: Title, if applicable,

(Signature) By, Date:

Printed name of BUYER:

[] Printed Name of Legally Authorized Signer: Title, if applicable,

[] IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

40. ACCEPTANCE

A. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.

Seller shall return and include the entire agreement with any response.

[] Seller Counter Offer (C.A.R. Form SCO or SMCO)

[] Back-Up Offer Addendum (C.A.R. Form BUO)

B. [] Entity Sellers: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 34 for additional terms.
(3) The name(s) of the Legally Authorized Signer(s) is/are:
(4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:

C. The VLPA has 16 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S):

(Signature) By, Date:

Printed name of SELLER: The Amended 2003 Coniglio Family Trust

[] Printed Name of Legally Authorized Signer: Title, if applicable,

(Signature) By, Date:

Printed name of SELLER:

[] Printed Name of Legally Authorized Signer: Title, if applicable,

[] IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: / No Counter Offer is being made. This offer was not accepted by Seller (date) Seller's Initials



REAL ESTATE BROKERS SECTION:

- 1. Real Estate Agents are not parties to the Agreement between Buyer and Seller.
2. Agency relationships are confirmed as stated in paragraph 2.
3. Cooperating Broker Compensation: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS.
4. Presentation of Offer: Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
5. Agents' Signatures and designated electronic delivery address:

A. Buyer's Brokerage Firm Keller Williams Coastal Estates Lic. # 01980326
By Jeff Davi Lic. # 00979288 Date
By Lic. # Date
More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es):

Email jeff.davi@mphtr.com Text #
Alternate:
if checked, Delivery shall be made to the alternate designated electronic delivery address only.
Address 501 Lighthouse Ave City Pacific Grove State CA Zip 93950

B. Seller's Brokerage Firm Keller Williams Coastal Estates Lic. # 01980326
By Jeff Davi Lic. # 00979288 Date
By Lic. # Date
More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent):

Email Text #
Alternate:
if checked, Delivery shall be made to the alternate designated electronic delivery address only.
Address City State Zip

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$), Counter Offer numbers and , and agrees to act as Escrow Holder subject to paragraph 19 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.
Escrow Holder is advised by that the date of Acceptance of the Agreement is
Escrow Holder Chicago Title Co. Gerry Willessd Escrow #
By Date
Address
Phone/Fax/E-mail
Escrow Holder has the following license number #
Department of Financial Protection and Innovation, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: / Seller's Brokerage Firm presented this offer to Seller on (date).
Broker or Designee Initials

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VLPA REVISED 12/21 (PAGE 16 OF 16) Buyer's Initials / Seller's Initials



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (VLPA PAGE 16 OF 16)



ADDENDUM No. 1
(C.A.R. Form ADM, Revised 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [] Residential Lease or Month-to-Month Rental Agreement, [] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [X] Other dated _____, on property known as _____ 490 Broadway Ave

Seaside, CA 93955-4201 ("Property/Premises"), in which _____ City of Seaside is referred to as ("Buyer/Tenant") and _____ The Amended 2003 Coniglio Family Trust is referred to as ("Seller/Landlord"). Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

1. This property is also known as 1590 Del Monte Boulevard, Seaside California consisting of two parcel numbers as set forth in the purchase agreement.

2. Buyer is a public entity and therefore, this sale will be part of a 1033 IRS tax deferred exchange, see Buyer's Intent to Exchange Addendum. Buyer reserves the right to elect to complete a 1031 or 1033 Exchange under the IRS tax code.

3. Buyer has obtained an appraisal for this property and pursuant to their temporary lease, this sale is based on that appraised value. The appraised value is accepted by All parties and is not being contested and any one.

4. Sale of this property is "As Is", the City has completed their due diligence and will be removing the Investigation Contingency.

5. Although this is a dual agency transaction, it is understood that each party either is or has their own Counsel.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.

Buyer/Tenant _____ Date _____ City of Seaside

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Date _____ The Amended 2003 Coniglio Family Trust

Seller/Landlord _____ Date _____

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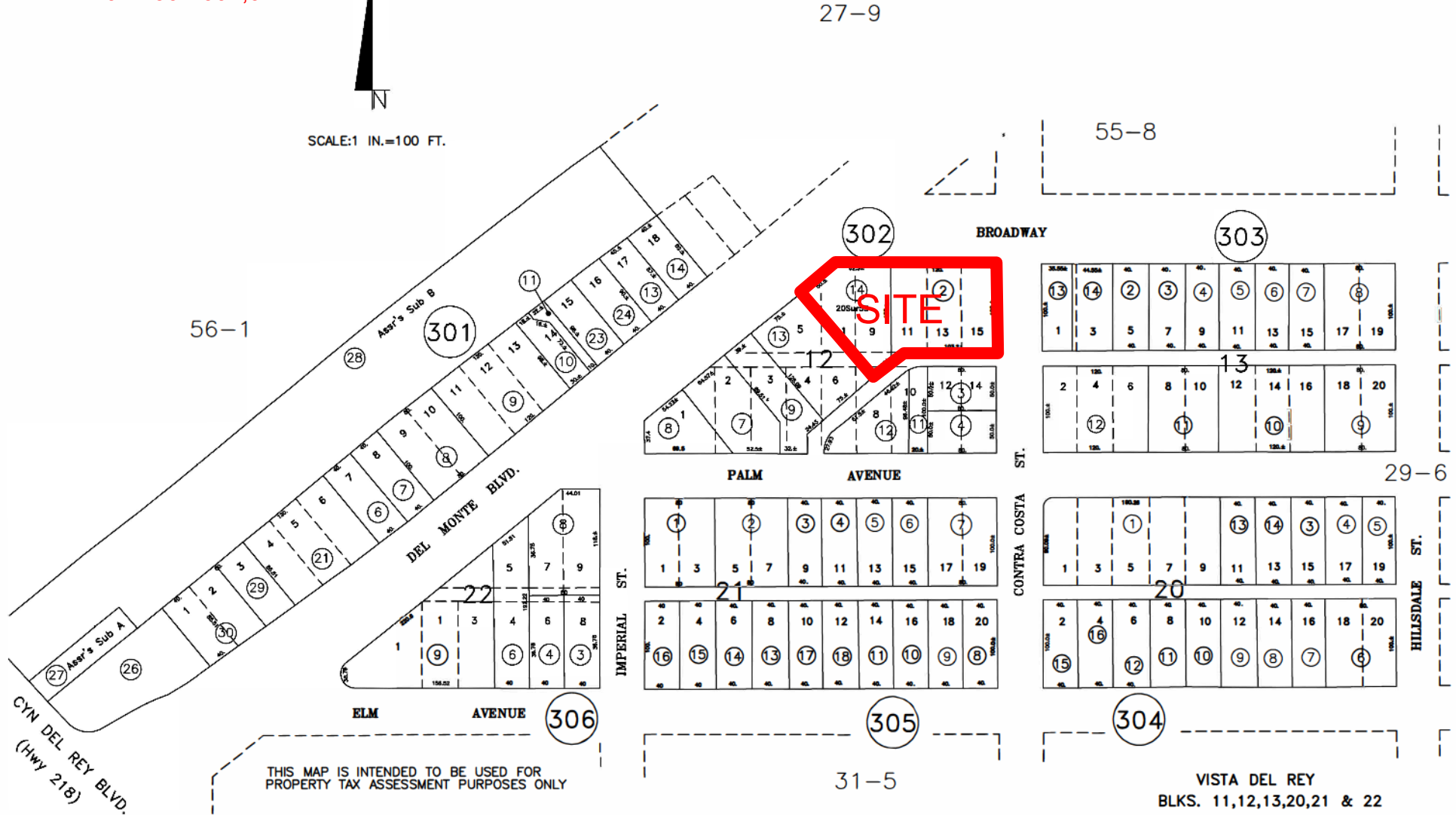
ADM REVISED 12/21 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)

Site Map for Purchase and Lease Agreement
APNs: 011-302-002;014



SCALE: 1 IN. = 100 FT.



**AGREEMENT FOR THE SALE OF REAL PROPERTY AND TEMPORARY LEASE
FOR PROPERTY AT**

490 BROADWAY AVE, SEASIDE, CA 93955

This lease is entered into at Seaside, California, on this 20 day of September 2021 by and between the purchaser/tenant CITY OF SEASIDE, a public entity and a political subdivision of the State of California, and the Partnership that owns said property THE CONIGLIO FAMILY PROPERTIES LLC by and through its authorized managing partner Peter J. Coniglio, henceforth referred to as LANDLORD, upon each of the following terms and conditions:

1. PARTIES

The parties of this lease/sale agreement are CITY OF SEASIDE, purchaser/tenant, and the partnership that owns the property, THE CONIGLIO FAMILY PROPERTIES LLC, by and through its authorized managing partner Peter J. Coniglio.

2. PREMISES

The premises of this lease is the real property with improvements commonly known and designated as 490 Broadway Avenue/1590 Del Monte Avenue, City of Seaside, County of Monterey, State of California located at the corner of Del Monte and Broadway Avenues in said city and state. The property is identified in the diagram of the premises, which is attached hereto, marked Exhibit A, and by this reference incorporated and made a part hereof. Landlord shall be responsible to remove the fencing and the trailer currently located on site.

3. TERM

This is a joint agreement for the sale of the premises along with a temporary lease for five months commencing September 20, 2021 and terminating March 20, 2022, or prior upon the sale of the property. The terms of the sale agreement and temporary lease are subject to the following:

- A. The term of the lease shall be for a period of five (5) months commencing September 20, 2021 and terminating March 31, 2022, with a seven (7) month automatic extension at same terms if Appraisal is not completed or negotiations on a final price are continuing.
- B. The rent for each month shall be the sum of \$5,000 triple net per month.
- C. In addition to the payment of the monthly rent, the City of Seaside shall pay a prorated share of the real property taxes and insurance. Tenant shall also pay all utilities and repairs and maintenance as required for tenant's use.
- D. The lease shall terminate upon the expiration of the five (5) month term or as otherwise mutually agreed to by the parties.

E. The City of Seaside shall open an escrow at Chicago Title Company and hire an appraiser and inform the landlord of the name of the appraiser. The cost of the appraisal shall be paid by the City of Seaside.

F. The City of Seaside is hereby obligated to purchase the property at the appraised value provided the appraised value is over \$1,000,000 and will then close within 30 days. If the appraised value is over \$1,200,000, the City of Seaside is not obligated to purchase the property. If the appraised value is under \$1,000,000, then the seller is not obligated to sell to the City. The parties may negotiate mutually acceptable terms at any time. This portion of the agreement is contingent upon final City Council approval and authorization.

G. Once the negotiations are finished as deemed by either party and provided the appraisal was completed, and the pricing does not fall between \$1,000,000 and \$1,200,000, then either party may cancel the lease with 30 days notice.

H. All parties will execute a California Association of Realtors commercial purchase agreement with the terms of the sale as set forth in this lease.

I. The sale of the property is subject to a 1031 Exchange by the sellers.

4. INSURANCE

Tenant shall secure and maintain a full and complete comprehensive general liability insurance policy or policies from a qualified insurance company of not less than \$5,000,000 and shall name the Landlord as an additional insured under said policy. Tenant shall submit to the Landlord a written certificate of insurance complying with this provision.

5. CHANGES TO THE PREMISES

Tenant shall have the right to make the improvements to the property as set forth in Exhibit A, attached hereto and incorporated herein, but shall have no other authority to make any other changes or modifications to the property without the prior approval in writing of the Landlord.

6. ASSIGNMENT AND SUBLETTING

Tenant shall not assign or sublet all or any portion of the premises without the prior written approval of the Landlord.

7. INDEMNIFICATION

Tenant shall hold harmless and indemnify the Landlord of and from any and all liability of any kind or nature occurring on the premises or for its occupancy and possession of said premises except any liability which shall be caused by the conduct of the Landlord.

8. AUTHORIZATION TO EXECUTE

The City Manager is authorized to execute the Lease portion of this Agreement (Paragraphs 3 sections A-D, hereinabove). Paragraph 3 section E-F related to the Purchase of the property is subject to a public hearing and

formal City Council review and approval before fully effective. Said hearing will take place at the first regularly scheduled meeting in October 2021. Should the City Council not approve the Purchase and Sale provisions of this Temporary Lease and Purchase Agreement, this Lease will convert to a month-to-month tenancy, terminable at will with 30-days notice by either Landlord or Tenant.

9. LANDLORD RIGHTS

For any breach or violation of the terms of this lease, the Landlord reserves the right to pursue and exercise any of its rights or privileges in a cumulative manner of any or all remedies or privileges available under applicable state or federal laws.

10. GENERAL PRIVISIONS

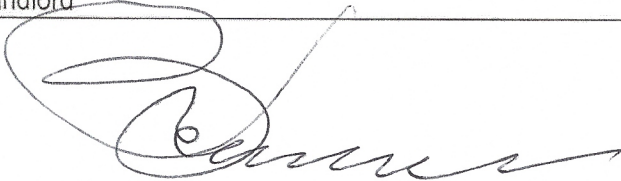

This lease shall be subject to each of the following terms and conditions:

A. Time is of the essence.

B. This lease is deemed to have been executed, entered into, and to be performed in the County of Monterey, State of California, which shall be the venue of any dispute between the parties concerning the terms of this lease.

C. In the event of any legal proceeding concerning this lease or the rights of the parties, the prevailing party shall be entitled to receive reasonable attorney fees, expert fees, and all other costs incurred in addition to any other award or judgement.

Executed under penalty of perjury at Seaside, California, this 20th date of September 2021.

| Landlord | Tenant |
|---|--|
|  PETER J. CONIGLIO FOR Coniglio Family Properties, LLC |  ROBERTA GREATHOUSE, Acting City Manager City of Seaside |



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Trevin Barber, Assistant City Manager
Beth Rocha, Senior Planner

DATE: January 6, 2022

**SUBJECT: ADOPT A RESOLUTION APPROVING SEASIDE'S OUTDOOR
DINING PROGRAM ADMINISTRATIVE DESIGN GUIDELINES
AND AMENDING THE CITY OF SEASIDE'S FEE SCHEDULE FOR
FISCAL YEAR 2021-2022**

RECOMMENDATION

Adopt a resolution approving Seaside's Outdoor Dining Program Administrative Design Guidelines and amending the Fee Schedule for the City of Seaside for Fiscal Year 2021-2022.

BACKGROUND

COVID Restrictions Spur Temporary Deregulation

According to the American Planning Association, many cities reduced and modified their requirements with respect to outdoor dining during the COVID-19 pandemic related shutdowns in order to help businesses stay open and be able to navigate through the economic impacts. Eating and drinking establishments were allowed to place temporary outdoor dining areas in streets, sidewalks, and parking lots. Nearly two-years into the pandemic, cities in California are now embracing the benefits of outdoor dining—modifying their code requirements in order to allow for more outdoor dining areas on a permanent basis, including the City of Seaside.

ANALYSIS

Development of the Outdoor Dining Administrative Design Guidelines

The City of Seaside has developed Outdoor Dining Administrative Design Guidelines that allow for installation of outdoor dining spaces in most commercial areas of the City at the end of the Temporary Outdoor Dining Program.

The Outdoor Dining Design Guidelines outline the requirements for outdoor dining installations; due to the unique circumstances of each proposed outdoor dining location, there may be specific elements that are not required in all cases. Similarly, there may be instances where the City would require additional design elements not covered in these guidelines. The City of Seaside will review the outdoor dining permit applications and will only approve outdoor dining areas that meet the design requirements, traffic safety standards as established by the Municipal Code and the Manual on Uniform Traffic Control Devices, and other life safety requirements.

All outdoor dining installations, including those previously installed under the Temporary Outdoor Dining Area Program, will require an Encroachment Permit and review by City staff. Plans must be submitted by the business sponsor and permits must be issued by the City prior to any construction or modifications occurring. The outdoor dining areas will be subject to both a one-time permit application fee and an annual permit fee per occupied parking space.

Existing Code Regulations

Seaside Municipal Code section 17.52.190 regulates Outdoor Displays and Sales located within the property boundaries of the subject business, not those located in the right-of-way, as addressed by the proposed design guidelines. Subsection D. Outdoor Cooking and Dining Areas specifically regulates:

- outdoor dining areas accessory and incidental to a restaurant with an indoor eating area on the same site or a grocery store with a delicatessen and/or restaurant facility inside the store; and
- parking for the outdoor dining area in compliance with SMC 17.34.040: Number of Parking Spaces Required; and
- signage requiring approval of a Master Sign Program; and
- outdoor cooking requiring Minor Use Permit approval.

The West Broadway Urban Village (WBUV) Specific Plan, Chapter 7.B.1.1.2 allows Eating and Drinking Establishments to place chairs and tables in the public-right-of-way, but not dining structures, as addressed by the proposed guidelines, provided the use:

- is consistent with Design Guidelines for the West Broadway Urban Village; and
- it maintains a minimum six-foot wide travel zone that is clear and unimpeded for pedestrian traffic; and
- does not infringe on the full width of the building entrance or otherwise impede access to and from the building.

Additionally, on December 5, 2019, the City Council adopted an ordinance to modify SMC Title 12: Streets, Sidewalks and Public Places by adding Chapter 12.48 to clarify

that tables and chairs are not considered a “right-of-way obstruction” subject to the provisions of SMC 12.12.010. This amendment resolved a code discrepancy that was never intended to apply to the WBUV and allowed for Engineering staff to proceed with a project approval.

Proposed Administrative Design Guidelines

The Outdoor Dining Administrative Design Guidelines are necessary in order to provide the restaurant community with direction in creating safe and welcoming spaces that are well-designed. The outdoor dining areas created under the design guidelines are specific to structures with seating and/or tables and other elements (lighting, trellis features, etc.) located in the public right-of-way, from the sidewalk to the street. The following criteria are included in the design guidelines in addition to very specific regulations, as guided by the Manual on Uniform Traffic Control Devices:

- Location and Setback Criteria
- Design Elements
- Operational Standards
- Permit requirements
- Removal

The Economics of Outdoor Dining

Restaurants have been one of the hardest hit industries by the pandemic. The 2nd quarter of 2020 was the most adversely impacted sales tax period related to the COVID-19 pandemic and the Shelter In-Place directive issued by Governor Newsom. It was the lowest on record since 2014 due to indoor dining restrictions at most restaurants; non-essential brick and mortar store closures; and employee remote/work from home options, which significantly reduced commuting traffic and lunch sales. In Seaside, restaurants are responsible for nearly 10% of the City's sales tax revenues and without that income the City was subject to margin pressure itself. It is only recently that the casual-dining industry has started to recover in the City of Seaside. In mid-2021, Seaside restaurants reported their first positive quarter in over a year with a 86.6% increase compared to the same time last year. However, the City's sales tax data lags behind by six months to date. Current data from the National Restaurant Association chief economist Bruce Grindy reveals that sales have remained less than flat in recent months. Eating and drinking place sales were up 2.3% between July and November. During the same 4-month period, menu prices increased 2.4%, according to the Bureau of Labor Statistics. As a result, real eating and drinking place sales – an indication of customer traffic levels – declined 0.1% between July and November.

Restaurants are considered a low-margin business, even when dining rooms are at capacity. For restaurant owners, the average net profit margin is 3-5%. The number of tables available for dinners contributes to the restaurants' ability to meet the profit target and make payroll. When restaurants have to reduce the number of tables available to comply with social distancing requirements, it significantly impacts their

business. Operating a restaurant at half-dining capacity only procures half the revenues, but the restaurant still has the same overhead to cover. Providing additional outdoor dining space mitigates that concern in a meaningful way. By increasing allowed capacity, more customers can patronize the business during any potential State or County Health Order. For local governments, the potential benefit includes inducing municipal sales tax revenues, which are crucial for maintaining essential services such as police and fire, as well as other County and State emergency services. The aim of the Outdoor Dining Program is to provide a mutually beneficial service to all economic stakeholders in the City of Seaside’s commercial districts. By helping create a safe place to dine, while socially-distancing, there may be a moderate increase in economic synergy for walkable commercial districts such as Seaside's Downtown West Broadway Urban Village.

FISCAL IMPACT

None at this time.

The outdoor dining areas will be subject to both a one-time permit application fee and an annual rental fee per occupied parking space, which was based on a comparable approach. The proposed fees will be re-evaluated after the completion of WBUV parking study. The Municipal Fee Schedule 2021-2022 is proposed to be modified as follows:

Schedule of Community, Housing, & Economic Development Division Fees

DESIGN/ARCHITECTURAL
REVIEW

Commercial

| | | |
|----------------------|---------------|---------------------------------------|
| Outdoor Dining Area; | 20/21 Adopted | 21/22 Adopted (Amended 01/06/2022) |
| Planning PW/Eng | \$- | \$500 |

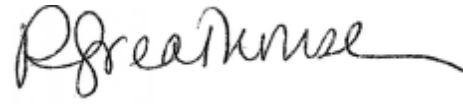
OTHER FEES

| | | |
|----------------------|-----|------------------|
| Parking Space Rental | \$- | \$2,000 per year |
|----------------------|-----|------------------|

ATTACHMENTS

1. Resolution
2. Outdoor Dining Program Administrative Design Guidelines

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. 2022-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING SEASIDE'S OUTDOOR DINING PROGRAM ADMINISTRATIVE DESIGN GUIDELINES AND AMENDING THE FEE SCHEDULE FOR THE CITY OF SEASIDE FOR FISCAL YEAR 2021-2022 ADDING A PERMIT APPLICATION FEE FOR DESIGN/ARCHITECTURAL REVIEW OUTDOOR DINING AREA AND AN ANNUAL RENTAL FEE FOR PUBLIC PARKING SPACES

WHEREAS, the creation of temporary outdoor dining areas was critical to continued business revenues during COVID-related health orders regarding social distancing; and

WHEREAS, outdoor dining areas are a popular option in Seaside and continue activate the right-of-way and public spaces; and

WHEREAS, the temporary outdoor dining provisions need to be replaced with design guidelines to address a variety of issues from traffic safety standards to setbacks and design elements; and

WHEREAS, the proposed design guidelines provide a complete overview of the permitting process, technical specifications, and design elements to ensure safe and attractive outdoor dining areas; and

WHEREAS, the proposed Outdoor Dining Administrative Design Guidelines are exempt from the California Environmental Quality Act, 15061(b)(3), as the Design Guidelines do not have the potential to cause a significant effect on the built-out urban environment of Seaside; and

WHEREAS, the City Manager prepared and submitted to the City Council a Fee Schedule 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 stated Fee schedule for Fiscal Year 2021-2022 in the staff report dated January 06, 2022, for the Outdoor Dining Program; and

WHEREAS, the City Council has carefully examined the same and is satisfied with stated Fee Schedule amendments; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby adopts a resolution approving Seaside’s Outdoor Dining Administrative Design Guidelines and amending the Fee Schedule for Fiscal Year 2021-2022 as described.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 6th day of January 2022, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



Outdoor Dining Program

Administrative Design Guidelines Fiscal Year 2020-2021

City of Seaside
Economic Development and
Community Planning Department
+1 (831) 899-6700
656 Broadway Ave
Seaside, CA 93955

January 06, 2022

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Outdoor Dining Area Program Guidelines

I. Introduction

Definition: Outdoor dining areas consist of a small seating area created on or alongside a sidewalk. Space can exist on public sidewalks or in a public parking space.



The City of Seaside has developed an Outdoor Dining Area Program that allows for installations of outdoor dining spaces in most commercial areas of the City after the end of the Temporary Outdoor Dining Program.

These Outdoor Dining Area Program Guidelines outline the requirements for outdoor dining installations. Due to the unique circumstances of each proposed outdoor dining location, these are guidelines and specific elements may not be required in all cases. Similarly, there may be instances where City staff requires additional design elements not covered in these guidelines. The City of Seaside will review the outdoor dining permit applications and will only approve outdoor dining areas that are able to meet the design requirements and are determined by staff to meet traffic safety standards as established by the Municipal Code and the MUTCD guidelines.

All outdoor dining installations, including those previously installed under the Temporary Outdoor Dining Area Program, will require an Encroachment Permit and review by Engineering and Planning Staff. Plans must be submitted by the business sponsor and permits must be issued by the City prior to any construction or modifications occurring. The outdoor dining areas will be subject to both a one-time "Design/Architectural Review-Outdoor Dining Area" permit application fee of \$500 as well as an annual rental fee, which is \$2,000 per parking space or parking space equivalent if located on sidewalks).

II. Location and Setback Criteria

Outdoor dining areas are generally allowed in commercial districts along the curbside on public streets where on- street parking spaces exist and/or there are sidewalks wide enough to ensure compliance with ADA regulations. Outdoor areas must provide clearance for pedestrians using sidewalk. The clearance shall consist of 48" minimum in width, and 80" minimum in height. Existing sidewalk barriers (i.e., power poles, fire hydrants, street signs, and similar obstructions), may restrict the 48" width to not less than 36", provided the barrier does not exceed 24" in the direction of travel.

Outdoor dining areas can be considered in commercial districts where there are or

Outdoor Dining Area Program Guidelines

would be space(s) for on-street parallel, angled, or perpendicular parking. Outdoor dining areas are not allowed in ADA/Accessible parking spaces or red curb zones. Outdoor dining areas proposed in loading zones and in 24-minute parking spaces will be considered on a case by case basis.

A. Location Criteria

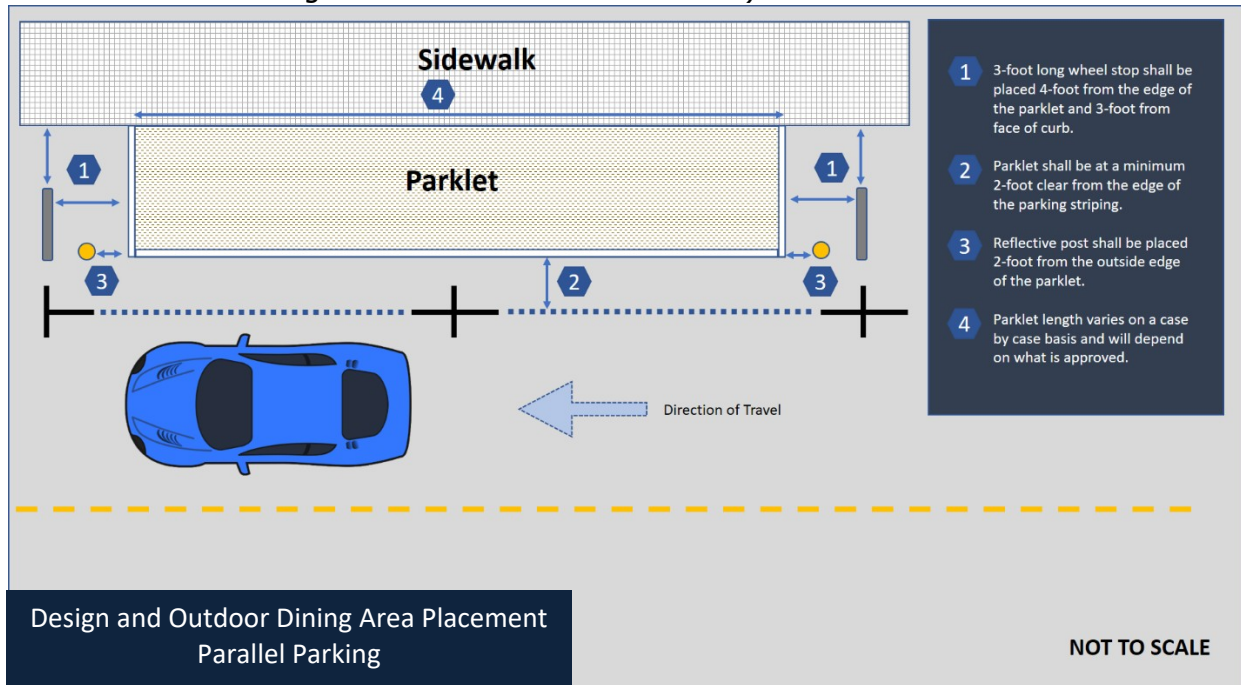
- **Adjacency to Storefront** - Outdoor dining areas may only be installed along the frontage of the storefront that is applying for the outdoor dining. Outdoor dining areas are not allowed to use the frontage of adjacent storefronts to expand their territory. However, minor encroachments on adjacent storefront frontages may be allowed depending on the dimensions of the parking stalls being used for the outdoor dining installation. Outdoor dining areas shared with adjacent businesses will be considered on a case-by-case basis. The shared outdoor dining area cannot exceed the frontage for the combined businesses.
- **Maximum Length and number of Parking Stalls** - A maximum of two parking spaces shall be used for each on-street outdoor dining areas. Sidewalk outdoor dining areas shall not exceed 36 feet in length.
- **Parallel parking spaces** - Outdoor dining areas located in parallel parking spaces can be the length of one or two parallel parking spaces. A 4-foot inner buffer is required when adjacent to another parallel parking space. A 2-foot buffer is required when adjacent to a driveway, motorcycle parking, or a bicycle corral.
- **Corner locations** – Outdoor dining areas located adjacent to intersection crosswalks shall provide 20-foot setbacks for non-signalized intersections and 30-foot setbacks from signalized intersections. Outdoor dining areas that cannot meet these setback requirements may be considered on a case by case basis based on whether sight distance and safety can be maintained. In addition, storefronts located at corner locations may only have one outdoor dining area.
- **Fronting driveways** - Outdoor dining areas may be installed in front of a driveway that does not provide access to required off street parking and if the applicant owns the property served by the driveway or obtains written permission from the property owner. If the driveway has been abandoned or no longer provides access to off-street parking, the driveway may be levelled as part of the conditions for the outdoor dining area project. Outdoor dining areas may not obstruct driveways or entrances to City-owned parking facilities.

B. Outdoor Dining Area Setbacks

- **Travel Lane Setback** – Outdoor dining areas shall have a 2-foot minimum setback from the travel lane measured from the parking striping adjacent to the travel lane (see Design and Outdoor Dining Area Placement diagrams below for more information).

Outdoor Dining Area Program Guidelines

- **Side Setback** - Outdoor dining areas shall have a 4-foot minimum side setback to the nearest parking space (see Design and Outdoor Dining Area Placement diagrams below for more information).



Source: City of San Mateo Parklet Guidelines

C. Other Location Criteria

- **Utilities** - Outdoor dining areas may not be constructed over or obstruct utility access panels, manhole covers, storm drains, or fire hydrants. A minimum clearance of 8 feet from storm drains and manhole covers will be required to allow for maintenance access. Outdoor dining areas proposed under overhead utility lines will be required to meet the minimum distance requirements as established by the CPUC. Outdoor dining areas that block the outlet of a sidewalk underdrain will be required to ensure the outlet is functional and flowing. Be sure to take a thorough inventory of utility access covers in the proposed outdoor dining area by checking under parked cars. Outdoor dining areas sponsors must provide for access to any City or public utility company that may have underground conduits beneath the constructed outdoor dining areas. Access to utilities may require that an outdoor dining area sponsor temporarily remove all or a portion of the constructed outdoor dining areas. Outdoor dining area sponsors are responsible for the cost of re-installing and restoring any damage to the outdoor dining area.
- **Bike Lanes** – Outdoor dining areas cannot obstruct a bicycle lane or path.
- **Trees:** street trees, tree pits, and planting areas shall not be removed, pruned, or altered in any way to accommodate Outdoor dining areas and/or to accommodate overhead features.

Outdoor Dining Area Program Guidelines

- **Sidewalk Benches:** benches or any other public infrastructure may not be removed from sidewalks. Businesses within the West Broadway Urban Village may utilize the benches that fall within their outdoor dining area footprint.
- **Outdoor Dining Area Width**
 - On-street outdoor dining areas must stay within the designated parking stall area.
 - Sidewalk outdoor dining areas must provide clearance for pedestrians using sidewalk. The clearance shall consist of 48" minimum in width, and 80" minimum in height. Existing sidewalk barriers (i.e., power poles, fire hydrants, street signs, and similar obstructions), may restrict the 48" width to not less than 36", provided the barrier does not exceed 24" in the direction of travel.
- **Fire Hydrants** - Fire Hydrants shall not be blocked. Clearance of 15-foot around the hydrant (7 ½ foot each side) shall be maintained.
- **Fire Department Connections (FDCs)** – To maintain access to FDCs, 5-foot wide openings should be provided between every 2 adjacent outdoor dining areas located within parking space.

III. Outdoor Dining Areas Design Elements

Outdoor dining areas generally consist of the following key elements:

- A) **Platform** that allows the outdoor dining areas to serve as an extension of the sidewalks (On-street dining areas only)
- B) **Railings or enclosures** that demarcate the exterior of the outdoor dining areas from the street and surrounding parking spaces and/or sidewalk.
- C) **Traffic safety protections** to reduce the potential for auto-related damage.
- D) **Furnishings and fixtures.**

A. Platform Design Criteria

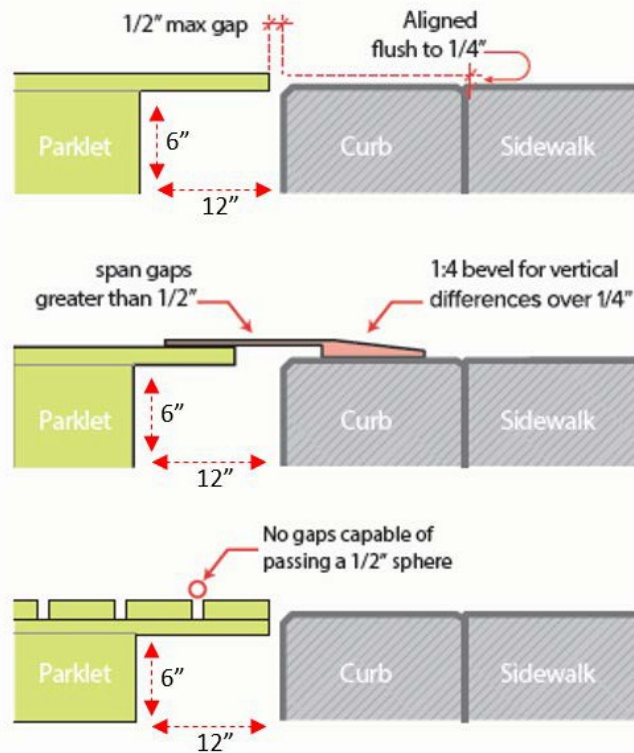
- **Design** – Outdoor dining areas should match the brand, design, and architectural style of the sponsoring business and business’s adjacent storefront. Colors, materials, and design should be complementary to that of the business.
- **Materials** - Platforms must be constructed from durable materials that can withstand wear and tear of elements. Pouring concrete for outdoor dining area platform is not allowed. You may use concrete pavers on a platform structure instead. Surface materials must be textured or treated with a non-skid coating to ensure a safe walking surface. Loose particles, such as sand or loose stone, are not permitted.
- **Maintenance access** - Outdoor dining areas must be designed to provide access under the platform to allow for maintenance (i.e. repairs or clearing debris). If the platform base is not a solid mass, access can be provided

Outdoor Dining Area Program Guidelines

through access panels, removable pavers, or other means.

- **Platform Threshold** - The platform threshold must be flush and even with sidewalk and must not leave a gap greater than 1/2 inch, nor a vertical separation greater than 1/4 inch.
- **Drainage** - Platforms should allow for curbside drainage flow. A 6-inch height by 12-inch width minimum clear gutter space must be provided along the entire length of the proposed platform. Openings at either end of the outdoor dining area may be covered with screens to prevent debris buildup beneath the platform and in the gutter. It is the responsibility of the Outdoor dining area permittee to clean the cover or screen to prevent any backup of storm water. All Outdoor dining areas must provide access through the platform or threshold to the gutter adjacent to the curb.
- **Bolting Not Allowed** - At no time may platform structures be bolted or affixed in any way to the roadway or any structure (including but not limited to: buildings, fire hydrants, street trees, streetlight, parking meters, or traffic poles, etc.). An exception to this is that wheel stops for traffic protection must be bolted to the roadway as described in the Traffic Protection section of these Guidelines.

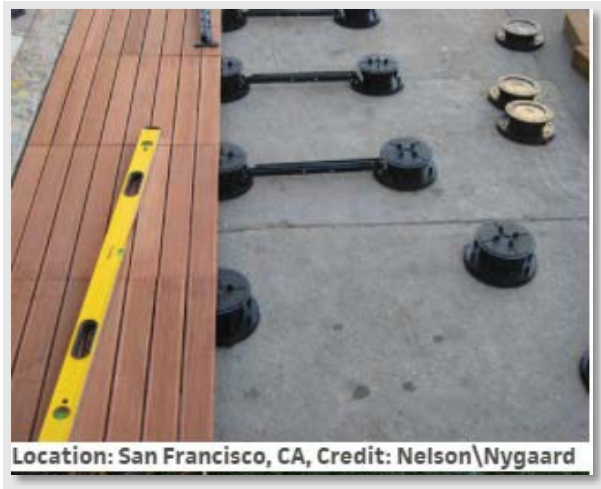
PLATFORM THRESHOLD



Source: San Francisco Parklet Manual

Outdoor Dining Area Program Guidelines

- **Sub-structure** - Designs for the sub-structure of an outdoor dining area vary and depend on the slope of the street and overall design for the structure. The sub-structure must accommodate the crown of the road and provide a level surface for the outdoor dining area. "Bison pedestals" (pictured below) spaced under the surface and of different heights are a common application. Another method is to provide steel sub-structure and angled beams.



- **ADA Accessibility** - All accessibility elements of the proposed platform shall be designed, constructed and/or conform to the applicable provisions, rules, regulations and guidelines of the California Building Code and Americans with Disabilities Act.
 - Accessible Platform Surface: The portion of the outdoor dining area platform connected by the accessible path of travel to the wheelchair turning space and wheelchair resting space must be level. The accessible platform surface maximum cross slope (perpendicular to the sidewalk or curb) and running slope (parallel to the curb) cannot exceed 2%.
 - Accessible entry: Shall be a minimum of 48 inches wide.
 - Accessible path of travel: It must connect the sidewalk to the accessible entry, platform surface, wheelchair turning space and wheelchair resting space.
 - Wheelchair turning space: Shall be 60 inches in diameter and located entirely within the platform; a 12-inch maximum overlap on the curb and sidewalk is acceptable.
 - Wheelchair landing: A 30- by 48-inch clear floor area. It's permitted to overlap with the Wheelchair Turning Space by 24 inches maximum in any orientation.
 - Outdoor dining areas must provide clearance for pedestrians using sidewalk. The

Outdoor Dining Area Program Guidelines

clearance shall consist of 48" minimum in width, and 80" minimum in height. Existing sidewalk barriers (i.e.. power poles, fire hydrants, street signs, and similar obstructions), may restrict the 48" width to not less than 36", provided the barrier does not exceed 24" in the direction of travel.

B. Railings/Enclosures

The railing/enclosure of on street outdoor dining areas marks the boundary between the dining area and the street. Railing/enclosure of sidewalk outdoor dining mark the boundary between the dining and sidewalk. It should serve as a safe edge while also being visually appealing, permeable, and inviting. The following standards and guidelines should inform your design.

- Stable and sturdy enough not to fall over or be pushed over (must withstand 250-lbs of force).
- Edge Buffers: the outdoor dining area should have an edge as a buffer from the street (or sidewalk). This can take the form of planters, railing, cabling, or some other appropriate enclosure.
- Openings in rails must prevent passage of 4-inch sphere.
- Height: The height should not exceed 36 inches from the outdoor dining area platform floor to the top of the railing. If you wish to install wind barriers taller than 36 inches, the use of transparent materials like acrylic, plexiglass, plastic films, etc. is required. If transparent materials are used, the height of the railing, including the transparent materials, should not extend more than 6 feet from the floor platform.
- Visibility: The enclosure should not block the view of conflicting movements of traffic, including pedestrian traffic, nor block the view of traffic control devices such as traffic signs, traffic signals, and other traffic warning devices.
- All railings/enclosures of on-street outdoor dining area must have retro-reflective reflectors or retro-reflective tape on the corners of the platform/enclosure and facing the travel lane such that they are visible by vehicle traffic at night.
- Roofs, trellises, tent, EZ Up tents, tarps, canvas covers, or shade structures will not be allowed. Any outdoor dining area that currently has these in place will need to remove them after this date.

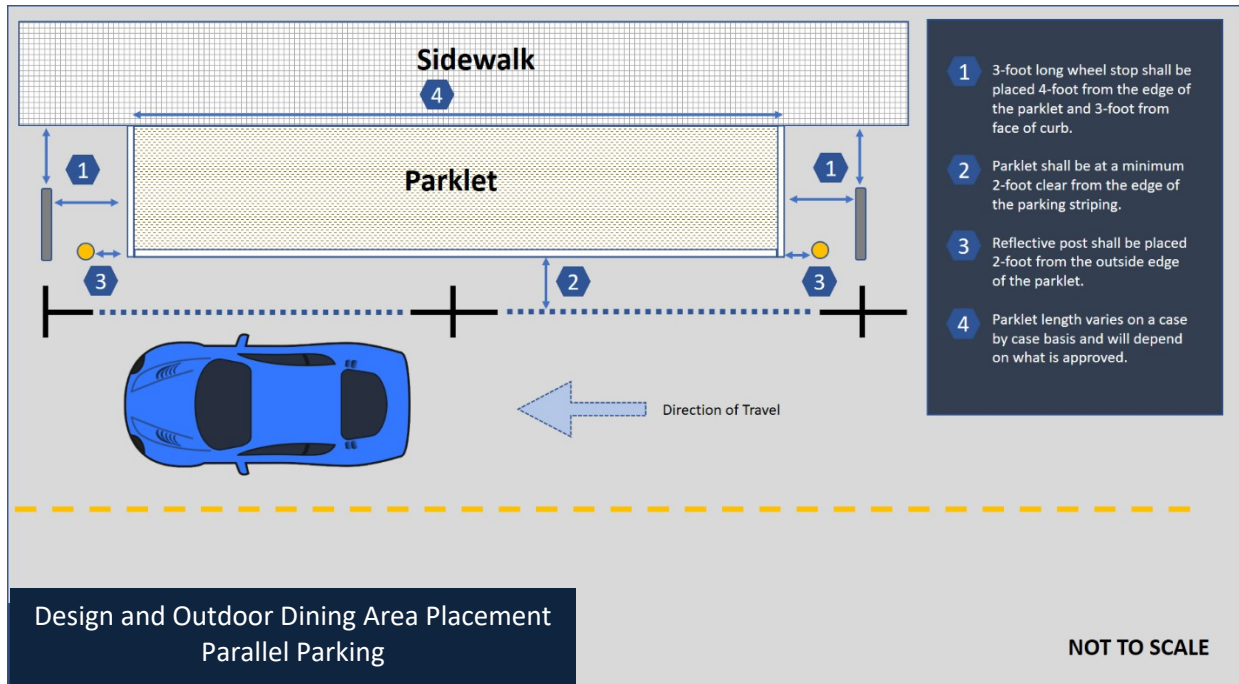
C. Traffic Protections

On-street outdoor dining areas (only) will be required to provide the traffic protections outlined in this section of the guidelines.

- **Wheel Stops** -- To help protect against moving traffic and parking cars, outdoor dining areas must be buffered using a wheel stop at a distance of 4-foot from the platform and 3-foot from the face of curb (see Design and Parklet Placement diagrams below). Wheel stops shall be located within the maximum allowable space of the outdoor dining area so as to not impact

Outdoor Dining Area Program Guidelines

adjacent parking stalls. Parklet sponsors are required to repair any damages to the roadway caused by the installation of the outdoor dining area or wheel stops if later removed. Any repairs shall be performed under a separate encroachment permit and in accordance with applicable City standards for roadway construction.



Source: City of San Mateo Parklet Guidelines

Wheel stops may be purchased from any vendor but must meet these specifications:

- 3 feet long
 - Black rubber with yellow stripes
 - Mounted with bolts
 - Installed 4 feet from outside ends of Parklet which occupies parallel parking spaces
 - Installed 3 feet from the curb
- **Posts or Bollards** -- Outdoor dining areas shall have vertical elements that make them visible to traffic, such as flexible posts or bollards both with retroreflective tape. One possible measure are safe hits posts (as shown in the picture below). These vertical elements shall be placed 2 feet from the edge of the platform on both sides of the outdoor dining areas not adjacent to the travel lane. Structural bollards may be required if deemed necessary by the City.
 - **Travel Lane Clearance** -- Outdoor dining areas shall provide a minimum 2-foot clearance from the edge of the travel lane (measured from the parking striping adjacent to the travel lane) to ensure safe separation from traffic.

Outdoor Dining Area Program Guidelines



D. Furnishings and Fixtures

All furnishings and fixtures must be designed to be weighted down for wind protection. Items may need to be stored inside the business during periods of high winds. Please ensure that the weights used do not create tripping hazards for pedestrians.

- **Portable Heaters** –Space heaters are permitted if they are an outdoor approved type, are located in accordance with the manufacturer's recommendations, and are located at least 2 feet from the edge of any umbrella canvas, any foliage, or any other flammable object or material. Heaters are not allowed under umbrellas but can be placed near them if clearances are maintained.
- **Umbrellas** - Umbrellas shall be fire-retardant, pressure-treated or manufactured of fire-resistant material. No portion of an umbrella shall be less than eighty (80) inches above the platform and may not extend into the street or sidewalk. Umbrellas may not be branded with product logos.
- **Electrical connections** – All wiring and electrical cords must be exterior rated, GFCI protected, and UL listed. Cords must not create tripping hazards on the sidewalk. If the cords cross above the sidewalk, they must provide a minimum clearance of 10 feet above the sidewalk and the platform. The use of adapters is prohibited. Businesses are not allowed to tap into existing City electrical connections such as twinkle light outlets or streetlight poles. Generators are not allowed in association with outdoor dining areas.
- **Lighting** – Lighting is encouraged and may be provided through electrical connections to the building. Solar powered lighting is strongly encouraged. Lighting shall not be directed towards the roadway to unintentionally cause glare for vehicles. Light strings must be hung to allow for a minimum clearance of 10 feet above the sidewalk and the platform of the outdoor dining area.
- **Signage** – Signs are allowed provided the sign area does not exceed 6 square feet (24 inches by 36 inches). Illuminated signage is not allowed. Sign copy is limited to business identification, signage should correlate in design with the signage on the primary building.

Outdoor Dining Area Program Guidelines

IV. Operational Standards

- **Private Control** – Outdoor dining areas will be considered private space under the control of the permit holder. The permit holder is responsible for securing the dining area and any fixtures and furnishings contained within it during hours when the associated business is not in operation.
- **No Outdoor Food Preparation** – Outdoor food preparation is not permitted. No heating, cooking or open flames are permitted in an outdoor dining area. Hotpots, barbecues or other heating of food in the public right of way is not allowed.
- **No Open Flames** - Candles and open flames are not allowed in outdoor dining areas.
- **Alcohol Service** – Restaurants and food establishments licensed by the State of California will be permitted to sell and allow on-premise consumption of alcoholic beverages. Alcohol service is only allowed under full-service conditions and alcoholic beverages consumed in the outdoor dining area are not allowed to be provided in to-go containers. Establishments that serve alcoholic beverages in the outdoor dining area shall be required to meet all requirements of the Alcoholic Beverage Control Board and any other federal, state, or local laws and regulations governing the sale and consumption of alcoholic beverages.
- **Site Maintenance** – Outdoor dining areas shall be maintained free of litter, refuse and debris. The area shall be scrubbed and mopped to remove any food or drink stains on a daily basis by the permittee. Such cleaning shall be in accordance with the City's [Storm Water Management and Discharge Requirements](#), which prohibits any discharge other than rain water into the storm water drainage system.
- **ADA Compliance** – Parklet seating areas must comply with all requirements of the Americans with Disabilities Act (ADA) and provide sufficient clearance and walkway space to allow safe access and egress.
- **Hours of Operation** – The outdoor dining area shall adhere to the same approved hours of operation as the associated business.
- **Safety Inspections** – The City will be making periodic safety inspections and reserves the right to require adjustments or removal of any elements, if deemed unsafe.

V. Permit Requirements

A. Permit Submittal Requirements

An Encroachment Permit is required for all outdoor dining area installations, including those that were in place prior to the adoption of these guidelines. Permit applications must be submitted prior to the construction of any new outdoor dining area or the modification of any outdoor dining area permitted under the Temporary Outdoor

Outdoor Dining Area Program Guidelines

Dining program.

The following submittals are required:

- Plan sets are required. It is recommended that plans are prepared by a design professional, such as an architect or engineer. The submitted plans should show the proposed layout of the outdoor dining area including:
 - The outdoor dining areas location (site address, indication of sidewalk or parking space location, etc.)
 - Dimensions of the outdoor dining area structure including platform, railings, storm water access, etc.
 - Traffic protection measures and setbacks from adjacent parking spaces
 - Location of any adjacent utilities including curb drains, manhole covers, water shut-off valves, sidewalk utility boxes, streetlight poles, bike parking, sidewalk furniture, etc.
 - Plans must demonstrate ADA accessibility and show dimensions of required clearances
- Materials palette – Use color photo samples to demonstrate:
 - Materials and plants to be used on platform
 - Railing materials
 - Platform materials
- A valid City of Seaside Business License
- Evidence of current insurance coverage including a Certificate of Liability Insurance and Endorsements

B. Permit Approval Process

- Businesses looking to create an outdoor dining area are encouraged to reach out to Planning staff in advance of submitted a process. A pre-application meeting is strongly encouraged
- Applicant will submit their application for an encroachment permit along with the required documents (noted above in section A)
- Applicant will remit to payment of fees \$500 application fee + \$250/parking space or parking space equivalent.
- Engineering and Planning staff will review application and either approve or provide comments.

C. Failure to Maintain

Parklet sponsors who fail to properly and sufficiently maintain the cleanliness, safety,

Outdoor Dining Area Program Guidelines

and accessibility of their outdoor dining area may be subject to violations and fines. If maintenance issues are not resolved, the City may revoke the encroachment permit and outdoor dining area sponsors may be required by the City to remove the outdoor dining area at their own expense.

D. Utility Maintenance and Public Safety Emergencies

Because outdoor dining areas may sit atop buried utilities, there may be instances where your outdoor dining area will need to be removed to access a utility beneath it. In the event of necessary utility maintenance or the unlikely event of a utility failure such as a gas leak or water main break that threatens public safety, the City or utility owner may remove outdoor dining area with little or no notice. Parklet sponsors are responsible for the cost of re-installing and restoring any damage to the outdoor dining area.

E. Outdoor Dining Areas Removal

If for some reason the outdoor dining area sponsor decides they no longer want to maintain the outdoor dining area, the outdoor dining area sponsor is responsible for notifying the City and removing it at the outdoor dining area sponsors' own expense. Immediately upon removal, the outdoor dining area shall be cleaned and restored to its previous condition to the satisfaction of the City.

For More Information:

For questions or additional information regarding these Outdoor Dining Area Program Guidelines or the permit application, please contact:

City of Seaside
Economic Development and
Community Planning Department
+1 (831) 899-6700
656 Broadway Ave
Seaside, CA 93955



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dominique Davis, City Clerk

DATE: January 6, 2022

**SUBJECT: ADOPT A RESOLUTION IN SUPPORT OF CALIFORNIA
GUARANTEED HEALTH CARE FOR ALL ACT (AB 1400) AND
MEDICARE FOR ALL (H.R. 1976) (WIZARD)**

RECOMMENDATION

Adopt a resolution in support of Calcare (AB 1400) and Medicare for all (H.R. 1976) that seeks to guarantee health care free at the point of service for every person in the United States and California, respectively, for all necessary medical care including prescription drugs; hospital, surgical, and outpatient services; primary and preventive care; emergency services' reproductive care; dental and vision care; and long-term care.

BACKGROUND

At the December 16, 2021, City Council meeting, Council Member Jon Wizard requested at its next meeting, the Council consider adopting a resolution in support of California Guaranteed Health Care for All Act (AB 1400) and Medicare for All (H.R. 1976). Council Member Wizard intends to provide an oral report on the item.

FISCAL IMPACT

None.

ATTACHMENTS

1. Resolution
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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. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE IN SUPPORT OF CALCARE (AB 1400) AND MEDICARE FOR ALL (H.R. 1976)

WHEREAS, every person in the City of Seaside deserves high quality health care; and

WHEREAS, the number of Americans without health insurance before the COVID-19 pandemic was still nearly 30 million, with more than 40 million Americans underinsured, and the number of Californians without health insurance was 2.7 million, with 12 million Californians underinsured, despite important gains made since the implementation of the Affordable Care Act; and

WHEREAS, communities of color are disproportionately represented among the uninsured and underinsured, and subjected to medical debt, medical bankruptcies, and homelessness due to medical bills, which has an adverse impact on those families and the entire community; and

WHEREAS, the current COVID-19 pandemic has led to record levels of unemployment, loss of employer-sponsored health insurance, a severely strained health care system, widespread illness, and has taken a profound toll on our community's mental health, all of which is placing significant demands on our health care system; and

WHEREAS, the COVID-19 pandemic further exposed the dangers of our fragmented, profit-driven health care system, which leads many Californians to delay seeking needed health care due to an inability to pay, leading to a sicker and poorer population in the long run; and

WHEREAS, such a population is significantly more likely to develop serious illness if exposed to diseases like COVID-19 and will subsequently face higher mortality rates; and

WHEREAS, the ever-increasing costs of health care, which are further elevated due to the pandemic, may challenge our already strained municipal budgets ; and

WHEREAS, the Medicare for All Act of 2021 (H.R. 1976) and the California Guaranteed Health Care for All Act (AB 1400) would guarantee health care free at the point of service for every person in the United States and California, respectively, for all necessary medical care including prescription drugs; hospital, surgical, and outpatient services; primary and preventive care; emergency services; reproductive care; dental and vision care; and long-term care; and

WHEREAS, the Medicare for All Act of 2021 and the California Guaranteed Health Care for All Act would provide coverage without copays, deductibles, or other out-of-pocket costs, and would slash bureaucracy, protect the doctor-patient relationship, and assure patients a free choice of doctors; and

WHEREAS, the California Guaranteed Health Care for All Act would establish state-wide, comprehensive, and universal single-payer health care and a health care cost control system for the benefit of all residents of the state; and

WHEREAS, the Medicare for All Act of 2021 and the California Guaranteed Health Care Act would save millions in taxpayer dollars now spent on premiums that provide often inadequate health insurance coverage for government employees; and

WHEREAS, the quality of life for the residents of the City of Seaside would vastly improve because they would be able to get the ongoing care they need instead of waiting until they have a medical emergency that could upend their lives as well as further burden local resources; and

WHEREAS, recent polls show that a majority of Americans and Californians support Medicare for All; and

WHEREAS, the present presidential administration empowers states, as laboratories of democracy, to use Affordable Care Act innovation waivers to develop

locally tailored approaches to health coverage, including by removing barriers to states that seek to experiment with state-wide universal health care approaches;

NOW THEREFORE BE IT RESOLVED, that the City of Seaside enthusiastically supports the Medicare for All Act of 2021 (H.R. 1976) and calls on our federal legislators to work toward its immediate enactment, assuring health care for all residents of the United States; and

BE IT FURTHER RESOLVED, that the City of Seaside expresses its enthusiastic support for the California Guaranteed Health Care for All Act (AB 1400) and calls upon our state legislators to work toward its immediate enactment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 6th day of January 2021, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED TO FORM:

Sheri L. Damon, City Attorney