



A G E N D A

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

CONCURRENT MEETING
VIRTUAL ONLY
Thursday, January 20, 2022
5:00 PM

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.

7. PRESENTATIONS

A. RECREATION DEPARTMENT'S 2021 YEAR IN REVIEW (RECREATION DIRECTOR DAN MEEWIS)

B. VACCINATION UPDATE (FIRE CHIEF MARY GUTIERREZ)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM JANUARY 6, 2022

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 December 4, 2021, through December 17, 2021, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending December 16, 2021. Total Accounts Payable and Payroll for the above referenced period is \$3,262,274.26

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of December 4, 2021, through December 17, 2021, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending December 16, 2021. Total Accounts Payable and Payroll for the above referenced period is \$84.61.

D. APPROVE APPOINTMENTS TO THE COMMISSION ON JOBS, OPPORTUNITIES AND BUSINESSES IN SEASIDE (C-JOBS)

RECOMMENDATION: Approve the appointments by the Mayor of Ruthie Watts, Avneesh Kumar, and Alfredo Slands to C-JOBS.

E. APPROVE PROCLAMATION RECOGNIZING FEBRUARY 2022 AS AFRICAN AMERICAN HISTORY MONTH

RECOMMENDATION: Approve a proclamation recognizing February 2022 as African American History Month.

F. APPROVE THE ON-CALL LIST OF FIRMS TO PROVIDE CITY SURVEYOR SERVICES

RECOMMENDATION: Adopt a resolution approving the following firms as qualified to provide On-Call City Surveyor Services:

1. BKF Engineers
2. Monterey Bay Engineers
3. Polaris Land Surveying, Inc.
4. Wallace Group
5. Whitson Engineers, Inc.

G. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM THE SEASIDE HIGH SCHOOL BOYS BASKETBALL PROGRAM

RECOMMENDATION: Approve a request from Seaside High School Boys Basketball Program for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with purchasing equipment, uniforms, basketballs, practice gear, warmup shirts, and travel gear.

H. APPROVE THE ENVIRONMENTAL SERVICES COOPERATIVE AGREEMENT (ESCA) QUARTERLY REPORT

RECOMMENDATION: Approve report as presented in the agenda packet.

I. REJECT THE BIDS FOR THE ACCESSORY DWELLING UNIT DEMONSTRATION PROJECT

RECOMMENDATION: Reject the bids for the Accessory Dwelling Unit Demonstration Project.

J. ADOPT A RESOLUTION APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT AND FINAL SUBDIVISION MAP FOR PHASE 2A & 2B OF THE ENCLAVE

RECOMMENDATION: Adopt a resolution approving the Phase 2A & 2B Final Subdivision Map, Subdivision Improvement Agreement, and authorize the City Manager to execute construction easements associated with the Enclave development within the Bayonet and Blackhorse golf course.

K. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FACILITY USE AGREEMENT WITH SEASIDE PONY BASEBALL AND SOFTBALL FOR THE 2022 SEASON AND AUTHORIZE WAIVING \$11,233.05 A MONTH IN FEES.

RECOMMENDATION: Adopt a resolution to approve the Facility Use Agreement with Seaside Pony Baseball and Softball for the use of Soper, Rubio, and Cutino baseball fields for the 2022 season, including the fee waiver for field use and lighting fees.

L. ADOPT A RESOLUTION APPROVING A MEMBERSHIP GUIDE FOR THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE (CDAC) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

RECOMMENDATION: Adopt a resolution approving a Membership Guide for the Community Development Advisory Committee (CDAC) for the Community Development Block Grant (CDBG) Program.

M. ADOPT RESOLUTION RATIFYING PROCLAMATION OF LOCAL EMERGENCY

RECOMMENDATION: Adopt a resolution in the best interest of the public health of the Seaside community that authorizes the City Manager to approve a maximum of two work weeks of paid administrative leave to employees who are diagnosed with COVID, are exhibiting symptoms of COVID, or otherwise required to self-isolate to allow those employees to be absent from their City work site to avoid the spread of COVID without causing a financial hardship on employees and their families, and to prepare and implement a modified operations plan, to include, but not be limited to, adjusting the days and hours of operation at City facilities.

9. PUBLIC HEARING

A. EXTEND URGENCY ORDINANCE 2011 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.

RECOMMENDATION: Extend the Urgency Ordinance 2011 establishing regulations for the subdivision and development of qualified Senate Bill 9 properties within the City of Seaside.

10. BUSINESS ITEMS

A. DISCUSS OPTIONS FOR COMMERCIAL VACANCY TAX AND BLIGHTED BUILDING PENALTY (WIZARD & GARCIA-ARRAZOLA)

RECOMMENDATION: Receive report and provide direction to staff. The City Council may consider directing staff to take the immediate next step of initiating a tax feasibility study and returning to the City Council with the results.

B. ADOPT A RESOLUTION APPROVING SEASIDE'S CANNABIS SELECTION CRITERIA FOR ADDITIONAL CANNABIS RETAIL SHOPS AND AMENDING THE CITY OF SEASIDE'S FEE SCHEDULE FOR FISCAL YEAR 2021-2022

RECOMMENDATION: Adopt a resolution approving Seaside's Cannabis Selection Criteria for additional retail shops and amending the City's fee schedule for Fiscal year 2021-2022.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

1. Request to obtain an estimate to repair Lincoln Cunningham Park basketball courts (Pacheco)

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. CLOSED SESSION

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

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

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

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

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

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

Potential Litigation (2 Matters)

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

Property: 031-152-008
City Negotiators: City Manager
Under Negotiation: price, terms of payment or both

14. ADJOURNMENT

This meeting will adjourned in the honor and memory of Fernando Avila (1969-2022).

Next Regularly Scheduled Meeting:
February 3, 2022
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/SUCCESSOR
AGENCY OF THE
REDEVELOPMENT AGENCY

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

1. CALL TO ORDER

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

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation was led by Pastor Kenneth Murray (Ocean View Baptist) and the pledge was led by Council Member Garcia-Arrazola.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

City Clerk Dominique Davis announced to the Council that an item for public comment was delivered to city hall at approximately 4:50pm by Karla Lobo and will be provided to the Council.

Bill Wiegl, Kay Cline, Pastor Ronald Britt, Peter Kaiser, Alice Jordan, Eloise Shim

The Mayor made note of closing the meeting in honor of Isaiah Joseph Vigoreaux, Seaside resident and Monterey High School freshman that recently passed away unexpectedly.

6. PUBLIC AGENCY COMMUNICATIONS

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

Assistant City Manager Ashley Collick presented the item and responded to questions

from the Council.

7. PRESENTATIONS

A. VACCINATION UPDATE (MARY GUTIERREZ, FIRE CHIEF)

Fire Chief Mary Gutierrez presented the item and responded to questions from the Council.

8. CONSENT AGENDA

City Clerk Dominique Davis announced for item 8L - ADOPT A RESOLUTION MODIFYING THE ANNUAL APPOINTMENTS TO OUTSIDE COMMITTEE ASSIGNMENTS FOR JANUARY 1, 2022, TO DECEMBER 31, 2022:

Two points of clarification; for assignment #8 - The Mayors appointment to MPWMD is for the Policy Advisory Committee, not the Board and; for assignment #16 – A representative is nominated and appointed by the Mayors Council. Upon approval, this line item will be eliminated from the final version.

Items Pulled: 8P by Mayor Oglesby

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 except for item 8P.

RESULT: 5-0-0-0

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

NOES: None

ABSENT: None

ABSTAIN: None

A. APPROVE MINUTES FROM DECEMBER 2 AND 16, 2021

ACTION: APPROVED

B. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED & FILED

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.

ACTION: ACCEPTED & FILED

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

ACTION: ADOPTED RESO #22-01SA

- 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**

ACTION: APPROVED

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

ACTION: APPROVED

- 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**

ACTION: APPROVED

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

ACTION: APPROVED

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

ACTION: APPROVED

- 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**

ACTION: APPROVED

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

ACTION: ADOPTED RESO #22-01

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

ACTION: ADOPTED RESO #22-02

- 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**

ACTION: ADOPTED RESO #22-03

- 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**

ACTION: ADOPTED RESO #22-04

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

ACTION: ADOPTED RESO #22-05

- 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**

Assistant City Manager Trevin Barber provided a presentation and responded to question from the Council.

PUBLIC COMMENT: Pastor Ronald Britt, Karla Lobo, Chris Moulton, Darryl Choates, Annalisa Mitchell

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 a resolution authorizing the City Manager to execute a purchase agreement and all required documents to acquire the real property located at 490 Broadway Avenue in the amount of \$1,093,000.00.

RESULT: 4-1-0-0

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

ACTION: ADOPTED RESO #22-06

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

Senior Planner Beth Rocha provided a presentation and responded to questions from the Council along with Assistant City Manager Trevin Barber.

PUBLIC COMMENT: Michael Nevares (Other Brother)

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Wizard and carried by the following roll call vote, the City Council/Successor Agency moved to 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 with the modification of 3 parking spot.

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

ADOPTED: RESO #22-07

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

The item was presented by Councilmember Wizard whom also responded to questions from the Council.

PUBLIC COMMENT: Peter Kaiser, Karla Lobo

On motion by Council/Agency Member Campbell and second by Council/Agency Member Garcia-Arrazola and carried by the following roll call vote, the City Council/Successor Agency moved to adopt a resolution in support of California Guaranteed Health Care for all Act (AB 1400) and Medicare for All (H.R. 1976)

RESULT: 5-0-0-0

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

NOES: None

ABSENT: None

ABSTAIN: None

ACTION: ADOPTED RESO #22-08

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Obtain an estimate to repair Lincoln Cunningham Park basketball courts (Pacheco)

B. FOLLOW UP ON PREVIOUS REQUESTS

Acting City Manager Roberta Greathouse clarified the request and advised the Council that the Mayors requests for a comprehensive ordinance on shopping cart management that would require retailers to implement is planned to come to the Council within the next 60-90 days.

The Mayor asked the City Manager, City Attorney and members of the Council provided their reports prior to Closed Session.

11. CLOSED SESSION

City Attorney Sheri Damon read the Closed Session items and indicated that it was not expected that there would be a report out.

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 (APN: 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

Reports provided.

13. ADJOURNMENT

The meeting was adjourned in the honor and memory of Isaiah Joseph Vigoreaux and Mr. Ray Dandridge at 8:42 p.m.

Happy New Year 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
Jessica Riley, Assistant Finance Director

DATE: January 20, 2022

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of December 4, 2021, through December 17, 2021, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending December 16, 2021. Total Accounts Payable and Payroll for the above referenced period is \$3,262,274.26

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:

- \$771,704.14 for Payroll and benefits
- \$11,036.14 to California-American Water for Water consumption for multiple City of Seaside service addresses. Billing period of 10/21/2021 - 11/23/2021. Service addresses include city buildings, parks, fire hydrants, irrigation stations,

and city affordable housing.

- \$180,957.00 to County of Monterey - Dept of Emergency Communications for Payment for FY2021/22 Q3 9-1-1 Dispatch Services.
- \$17,846.73 to Monterey County Convention & Visitor's Bureau for TID (Tourism Improvement District) remittance for the reporting period of September 2021 for the 13 Seaside motels/hotels.
- \$15,052.11 to Wallace Group for SCSD prof. Services for Del Monte Sewer Upgrade & Fremont Sewer Upgrade through 7/31/2021; Prof. construction services for Highland Otis Park & Ellis Park through 9/30/2021; Prof. construction services for Fire Station Upgrade Project through 10/31/2021.
- \$42,086.23 to U.S. Bank - Cal Card for City of Seaside purchase card transactions for the billing period of 10/23/2021-11/22/2021.
- \$68,643.95 to Harris & Associates for SCSD prof. services for Fremont/Broadway/Ortiz project management for for 8/29/2021-9/30/2021; SCSD Capital Improvement Project Management services through October 2021; Project management services for Pavement Rehabilitation from 5/30/2021-7/31/2021; Campustown demolition services for October 2021.
- \$15,065.00 to Harris & Associates for SCSD prof. services for Fremont/Broadway/Ortiz project management for October 2021; Eucalyptus road infiltration repair services from 4/4/2021-10/2/2021.
- \$13,593.44 to Hinderliter, de Llamas & Associates. for Contract audit services for Q2 21/22 Sales tax revenue.
- \$28,500.00 to Monterey Peninsula Engineering for SCSD prof. services for Fremont/Broadway/Ortiz project management for September 2021.
- \$25,307.50 to Pavement Engineering, Inc. for Pavement management system update through 11/30/2021.
- \$17,666.00 to State Water Resources Control Board for Annual permit fee for the period 7/1/2021-6/30/2022.
- \$22,915.00 to Errol L. Montgomery & Associates, Inc. for 10/31/2021 Invoice for Seaside Basin Watermaster services.
- \$1,498,457.67 to A. Teicher & Son, Inc. for Pavement Rehab construction services for 8/31/2021 & 9/30/2021.
- \$10,344.00 to Monterey Bay Military Housing LLC for United Way rental assistance for 1 tenant for 9 months ending 11/1/2021.
- \$14,447.85 to Zumar Industries, Inc. for 176 signs for the Seaside Street Sign Project.
- \$12,300.00 to Irene A. Gill for United Way rental assistance for 1 tenant for 5 months ending 1/1/2022.
- \$25,124.83 to Enterprise FM Trust for 11/1/2021-12/30/2021 Lease expense for 20 City Vehicles.

The Net Payroll and Payroll benefits total was \$771,704.14

The remaining checks, totaling \$471,142.06 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: Successor Agency to the Redevelopment Agency of the City of Seaside

FROM: Roberta Greathouse, Acting City Manager

BY: Loreene Bermudez-Onate, Accountant II

DATE: January 20, 2022

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of December 4, 2021, through December 17, 2021, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending December 16, 2021. Total Accounts Payable and Payroll for the above referenced period is \$84.61.

BACKGROUND

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

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

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

- No checks exceeded \$10,000.

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

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

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

1. 20220120 - Expense Approval Report Successor Agency
-



Seaside, CA

Expense Approval Report

By Vendor Name

Payment Dates 12/4/2021 - 12/17/2021

Vendor Name	Payable Number	Description (Payable)	Account Name	Account Number	Amount
Vendor: 0501 - CALIFORNIA-AMERICAN WATER					
CALIFORNIA-AMERICAN WATER	10/21/21-11/23/21	COLLECTIVE ACCT #1015-21004... AFFORDABLE HOUSING		973-9710-9526	84.61
Vendor 0501 - CALIFORNIA-AMERICAN WATER Total:					84.61
Grand Total:					84.61

Report Summary**Fund Summary**

Fund	Payment Amount
973 - SA MERGED - LMIHF	84.61
Grand Total:	84.61

Account Summary

Account Number	Account Name	Payment Amount
973-9710-9526	AFFORDABLE HOUSING	84.61
Grand Total:		84.61

Project Account Summary

Project Account Key	Payment Amount
None	84.61
Grand Total:	84.61



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dominique Davis, City Clerk

DATE: January 20, 2022

**SUBJECT: APPROVE APPOINTMENTS TO THE COMMISSION ON JOBS,
OPPORTUNITIES AND BUSINESSES IN SEASIDE (C-JOBS)**

RECOMMENDATION

Approve the appointments by the Mayor of Ruthie Watts, Avneesh Kumar, and Alfredo Slands to C-JOBS.

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	COMMISSION
Ruthie Watts	C-JOBS
Avneesh Kumar	C-JOBS
Alfredo Slands	C-JOBS

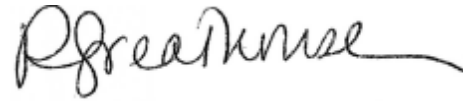
FISCAL IMPACT

None.

ATTACHMENTS

1. Appointee Application - Avneesh Kumar
 2. Appointee Application - Ruthie Watts
 3. Attachment Placeholder - Alfredo Slands
-

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting City Manager

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

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>
Date: 1/2/2022 9:15 PM
Subject: Online Form Submittal: Application for Appointment to a City Board/Commission/Committee

Application for Appointment to a City Board/Commission/Committee

I'd like to serve on:	Commission on Jobs, Opportunities & Businesses in Seaside
Name	Avneesh Kumar
Email Address	avneesh@hellodesk.com
Address	419 Webster St. Suite 202
City	Monterey
State	CA
Zip Code	93940
Phone Number	831.915.7976
Alternate Phone Number	<i>Field not completed.</i>
Please list your background, education, experience, and special skills:	Avneesh is a technology executive and a serial entrepreneur who has been in the IT Software development and management field for past 20 years. He completed his graduation from a prestigious college in India 20 years ago as a Bachelor of technology in computer science and started his first company right out of college. Currently, Avneesh is working in his own shared space venture Hellodesk which is headquartered in Downtown Monterey. He is skilled in creating and scaling new ventures and building large-scale technology platforms that can serve millions of users.
Are you willing to file Statements of Economic Interest (Form 700)?	Yes

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

Yes

Comments: *Field not completed.*

Electronic Signature
Agreement

I agree.

Electronic Signature

Avneesh Kumar

Date

1/2/2022

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

Avneesh Kumar

Ethnic Origin

[REDACTED]

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



City of Seaside

City Clerk's Office

Application for Appointment
to a City Board/Commission/Committee

City Clerk's Date Stamp

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

To serve on: **C-JOBS**

Please list the Board/Commission/Committee that you would like to be considered for

Name: **Ruthie Watts**

Address: **9 Stowe Court**

Email: **ruthievip1@aol.com** Telephone: **831-394-3547**

Background/Education/Experience/Special Skills (attach additional pages if needed):

**Long time Seaside resident, high level of community involvement during residency,
desire to continue to serve in capacities that allow mentoring and perspective.**

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

**To continue to contribute to my community and be an advocate
for job creation and business opportunities within the City of Seaside.**

Other private and non-profit affiliations:

The Links, Incorporated; UNA USA; NAACP, several others

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: <http://bit.ly/BCCManual>
- Accept the position in the event you are appointed:

01/13/2022

Signature

Date



**CITY OF SEASIDE
ATTACHMENT PLACEHOLDER**

Item No.:8D

Appointee Application Attachment to be provided prior to January 20, 2022.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ernesto Altamirano, Communications & Community Engagement Specialist

DATE: January 20, 2022

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING FEBRUARY 2022 AS
AFRICAN AMERICAN HISTORY MONTH**

RECOMMENDATION

Approve a proclamation recognizing February 2022 as African American History Month.

BACKGROUND

National African American History Month celebrates the many achievements and contributions that African Americans have made to American history in their struggles for freedom and equality and deepens our understanding of our nation's history.

The City of Seaside embraces its diversity and acknowledges the invaluable contributions of its African American residents and visitors to our economic, cultural, spiritual, and political development.

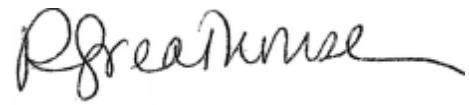
FISCAL IMPACT

None

ATTACHMENTS

1. African American History Month Proclamation 2022
-

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting City Manager

City of Seaside PROCLAMATION



African American History Month 2022

Commemorative Observance

WHEREAS, during African American History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual and political development; and

WHEREAS, African American History Month is observed annually across the United States in February; it serves as a celebration of African-American achievements as well as a time to recognize the crucial role they have played in U.S. history and to pay tribute to the generations of black Americans who struggled through adversity to achieve full citizenship in our society; and

WHEREAS, Seaside, was a model of racial and ethnic accord within community with a reputation for championing civil and human rights, was visited by national civil rights leaders including Dr. Martin Luther King, Jr. as well as by Rosa Parks; and

WHEREAS, the City of Seaside was incorporated on October 13, 1954 and, less than a month later, on November 12, 1954, Richard Joyce and Jack Simon formed the first African American political caucus named the Civic Voters League, and later Ewalker James and Morris McDaniel and others formed the Citizens League for Progress; and

WHEREAS, Seaside educator Dr. Charlie Mae Knight, who later became the first African American female California State Associate Superintendent of Instruction, spearheaded the 1966 to 1969 recruitment to the Monterey Peninsula Union School District of more than 70 African-American teachers and administrators; and

WHEREAS, eighty-nine years ago, the NAACP was established locally and over the years has advocated for the civil and human rights of the larger Peninsula community, benefiting from the service of many including Mel Mason, Regina Mason, Ruthie Watt, and current President Yvonne Thomas; and

WHEREAS, Seaside's who contributed to the field of sports and became professional athletes included NFL Philadelphia Eagles footballers Ron Johnson, Anthony Toney, and M. L. Carter, as was Herman Edwards (played with the Eagles from 1977 to 1985); and

WHEREAS, the Kiwanis Club of Seaside, formed in 1959, changed the face of Kiwanis by becoming the first predominately African American group, with Alice Jordan later serving as the first female African American Lt. Governor of Division 43 (the California, Nevada and Hawaii District); and

WHEREAS, the 2022 national theme for African American History Month, "Black Health and Wellness", takes a look at how American healthcare has often underserved the African-American community; and

WHEREAS, a commemorative flag observing African American History Month will be flown at City Hall and Oldemeyer Center from February 1st to February 28th, 2022; and

WHEREAS, we are immensely proud of our history and our diversity as well as thankful for the countless contributions of African-Americans in the City of Seaside and all of Monterey County and throughout this nation; this month, and throughout the year; and

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim February 2022 as African American History Month in the City of Seaside and recognize all the residents including ones who are not listed here, that have made an impact in the community and who work and serve to make Seaside an inclusive, supportive community for all, known for its historic legacy and on-going contributions to our overall quality of life.

Ian N. Oglesby, Mayor
January 20, 2022



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

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

DATE: January 20, 2022

**SUBJECT: APPROVE THE ON-CALL LIST OF FIRMS TO PROVIDE CITY
SURVEYOR SERVICES**

RECOMMENDATION

Adopt a resolution approving the following firms as qualified to provide On-Call City Surveyor Services:

1. BKF Engineers
2. Monterey Bay Engineers
3. Polaris Land Surveying, Inc.
4. Wallace Group
5. Whitson Engineers, Inc.

BACKGROUND

The State of California Subdivision Map Act requires that all survey maps, final maps for land division, and associated documents be prepared or reviewed and approved by a Licensed Land Surveyor. Prior to January 1, 1982, registered Civil Engineers were allowed to review and approve maps as required by the Map Act. An exemption is allowed for licensed civil engineers who earned their licenses prior to January 1, 1982, to continue to review and approve maps. The city does not currently have a licensed land surveyor on staff. The City's licensed civil engineers received their professional engineering license after January 1, 1982.

Having an approved list of On-Call surveyors will expedite the design process for various small projects by providing surveying design support for the Planning, Building, and Engineering Divisions as needed. Having multiple firms approved avoids the potential conflict of interests of one firm potentially representing a private client within the City of Seaside.

City staff released a Request for Qualifications (RFQ) on November 4, 2021 seeking qualified firms or individuals to provide City Surveyor Services.

On December 2, 2021, the City received Statement of Qualifications (SOQ) from seven (7) firms. A panel of staff reviewed the SOQs based upon criteria in the RFQ and selected the following five firms as the best qualified to meet the City's needs:

1. BKF Engineers
2. Monterey Bay Engineers, Inc.
3. Polaris Land Surveying, Inc.
4. Wallace Group
5. Whitson Engineers, Inc.

The On-Call list will have a term of three years with the option to issue one-year extensions twice at the discretion of the City Manager. If approved, the On-Call consultants may or may not be called upon by the City to provide services. To retain professional services from a consultant, staff would secure a proposal from one or more consultants and then negotiate the scope, schedule, and fee with the selected consultant based upon their hourly fee schedule and the project scope of work. Staff would bring professional services agreements with the selected consultant to the City Council for approval if the contract amount exceeds the authorization of the City Manager. The consultant services would be paid from the project's budget.

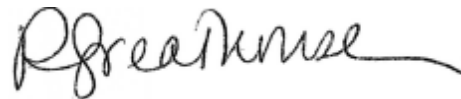
FISCAL IMPACT

There is no fiscal impact with approval of an On-Call consultant list. City Surveyor services would be paid for from the approved project's budget or reimbursed in accordance with the City's adopted fee schedule.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL

APPROVING AN ON-CALL LIST FOR CITY SURVEYOR SERVICES

WHEREAS, The State of California Subdivision Map Act requires that all survey maps, final maps for land division and any associated document be prepared or reviewed and approved by a Licensed Land Surveyor; and

WHEREAS, the City of Seaside does not have a Licensed Land Surveyor on staff; and

WHEREAS, on November 4, 2021, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide on-call City Surveyor services; and

WHEREAS, on December 2, 2021, proposals were received from seven firms offering professional services; and

WHEREAS, a selection panel reviewed and identified five top firms shown in Exhibit 'A', attached, based upon qualifications.

NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide City Surveyor services on an as needed basis; and

BE IT FURTHER RESOLVED, approval to provide City Surveyor 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 January 20, 2027. 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 meeting of the Seaside City Council held on the 20th 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

EXHIBIT A

On-Call List for City Surveyor Services January 20, 2022 City of Seaside

BKF Engineers
307 Main Street, Suite 120
Salinas, CA 93901
831.205.5880

Monterey Bay Engineers, Inc.
607 Charles Avenue, Suite B
Seaside, CA 93955
831.899.7899

Polaris Land Surveying, Inc.
PO. Box 1378
Carmel Valley, CA 93924
831.659.9564

Wallace Group
201 John Street, Suite H
Salinas, CA 93901
831.772.5260

Whitson Engineers, Inc.
6 Harris Court
Monterey, CA 93940
831.649.5225



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 20, 2022

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

RECOMMENDATION

Approve a request from Seaside High School Boys Basketball Program for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with purchasing equipment, uniforms, basketballs, practice gear, warmup shirts, and travel gear.

BACKGROUND

The Seaside High School Boys Soccer Program is requesting a donation of \$3000.00 from the Mayor's Youth Fund to cover the costs associated with purchasing equipment, uniforms, basketballs, practice gear, warmup shirts, and travel gear. The Seaside High School Boys Basketball Program teaches the players the importance of character, sportsmanship, life skills and the importance of achieving excellence at school and in the community. After every game and practice, they encourage all their athletes to clean up the areas they have used as well as the surrounding areas. They also collect all the plastic bottles and cans for recycling purposes.

Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy. Seaside High School Boys Basketball Program received their last donation at the October 17, 2019, City Council meeting. They submitted their 2019 Mayor's Youth Fund Closing Report within the 60 day time frame.

FISCAL IMPACT

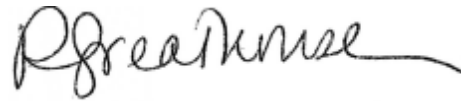
This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund Account is \$33,100.73. If the City Council approves this request, the balance will drop to \$30,100.73.

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 Boys Basketball 2022
 2. W-9 Seaside High School Boys Basketball 2022
-

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

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: 12/23/2021 11:50 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 Boys Basketball Program
Name	Alex Hudson
Email Address	ahudson@mpusd.k.ca.us
Address	2200 Noche Buena St
City	Seaside
State	ca
Zip Code	93955
Phone Number	831-392-3530
Additional Phone Number	916-792-9720
Percentage of Residents or Students of Seaside	?

Number of Participants	45
Ages of Participants	14-18
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?	Yes
Description of event, activity or program funding pertains to:	Hello, my name is Alex Hudson and I am in my first year as the boys basketball coach here at Seaside HS. I am requesting these funds for the boys basketball 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 has a nexus to the goals of recycling, cleanup and "green" sustainability to insure a healthy environment:	Right now, our program is in pretty bad shape financially. We need all basic necessities that are required for a high school program to be able to compete at a championship level. Things like new uniforms for lower level programs, new basketballs, storage equipment and training tools such as foam rollers and stretching bands, our program is starting from from the ground up. I also want to be able to give the students that participate clothing items that they can keep and not have return year after year, items like practice gear, shooting warmups shirts and travel gear. Plus, I want to give back to the community by being able to hold low or no cost summer camps and clinics where I can supply the youth of Seaside with not only a safe place to play basketball, but give out gear like T-shirts as well as food during the summer months to help promote a sense of community with the high school and its basketball program.
What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?	Right now, in year one, I only have family contributions and our snack bar as our fundraisers. However, moving forward, there are a couple of bigger picture fundraising ideas that I have. the first one is to create and sell at home games a "Gameday Pamphlet" where we will sell ad space to local business. With that, I want to create some form of social media platform that can promote the local businesses who sponsor us year-round. The second idea is to hold "elite" camps and clinics out of Seaside HS during the summer months and possibly during

other MPUSD breaks like our October and March breaks. Third is to bring the "Next Level" basketball league to Seaside HS. "Next Level" is an organization I've worked with in the past at Palma HS. It's a recreational-style basketball league that holds practices and games back to back one day a week, like on a Saturday. It serves ages from 6-7 year olds up to 8th graders.

Total Amount Requested:	3000
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Electronic Signature Agreement	I agree.
--------------------------------	----------

Electronic Signature	Alexander Hudson
----------------------	------------------

Date	12/24/2021
------	------------

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

Terry Navarro - Re: Mayor's Youth Fund Contribution request from Seaside School Boys Basketball Program

From: Alexander Hudson <ahudson@mpusd.k12.ca.us>
To: Terry Navarro <TNavarro@ci.seaside.ca.us>
Date: 12/29/2021 2:02 PM
Subject: Re: Mayor's Youth Fund Contribution request from Seaside School Boys Basketball Program

Hello,

The boys basketball team at Seaside HS takes great care in making sure that our property and community takes care of itself. After every game and every practice, our boys are required to do a clean up of the areas we have used as well as the surrounding areas, to make sure that the places we go are left better than we found them. At Seaside, that means getting all garbage to garbage cans and recycling into recycling bins, as well as putting back items into their correct storage facilities. This also applies when we have games at opponents sites, as we make sure that not only our bench area is clean and trash free, but we also make sure that the locker rooms we used are free from daily trash, any medical equipment like tape and pre-roll is disposed of properly and that the area is left as good or better than we found it. We also collect the plastic bottles from our snack bar for recycling purposes and as a bonus fundraiser for our program.

Thank you again for reaching out! Happy holidays to you and your family

Alex Hudson
Boys Basketball Head Coach
Seaside High School

Request for Taxpayer Identification Number and Certification

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

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

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.

☐ 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) ► K-12 School District

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

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.

Social security number

____ - ____ - ____

or

Employer identification number

77 - 03 20712

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.H.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Melissa Broadston, ESCA Program Manager

DATE: January 20, 2022

**SUBJECT: APPROVE THE ENVIRONMENTAL SERVICES COOPERATIVE
AGREEMENT (ESCA) QUARTERLY REPORT**

RECOMMENDATION

Approve report as presented in the agenda packet.

BACKGROUND

The Fort Ord Reuse Authority (FORA) officially closed all operations on June 30, 2020. Prior to sunset, the City of Seaside and FORA entered into a Memorandum of Agreement nominating Seaside as FORA's Environmental Services Cooperative Agreement (ESCA) Successor-In-Interest (Successor). Seaside is now responsible to perform the remaining Long-Term Obligations (LTO) management responsibilities related to U.S. Army (Army) Munitions and Explosives of Concern (MEC) on ESCA property until June 30, 2028. A summary of the ESCA remediation program to date is provided below. A quarterly report is required to be prepared and submitted to the Army after review and acceptance by the City Council.

FORA ESCA Remediation Program Background:

In 2007, the Army and FORA entered into an agreement for Army-funded ESCA for the removal of remnant MEC on 3,340 acres of the former Fort Ord. Under the ESCA terms, the Army awarded FORA approximately \$98 million to perform Comprehensive Environmental Response Compensation and Liability Act (CERCLA) MEC cleanup on those parcels. FORA also entered into the Administrative Order on Consent (AOC) with the United States Environmental Protection Agency (EPA) and California Department of Toxic Substance Control (DTSC) (collectively referred to as regulatory agencies) defining FORA's contractual conditions to complete the Army remediation obligations for the "ESCA parcels." FORA received ESCA property ownership after EPA approval and gubernatorial concurrence under a Finding of Suitability for Early Transfer in 2009.

The ESCA properties received Records of Decision (ROD) documenting controls required to protect public health and safety and Land Use Control Implementation Plan (LUCIP) / Operation and Maintenance Plan (OMP) implementation, operation and maintenance ROD controls tailored to individual site conditions and historic MEC use. The final ESCA LUCIP/OMP documents were accepted by the Army and Regulators in February 2019. These ESCA properties received the last EPA Remedial Action Completion letter in February 2019. The EPA issued a site-wide ESCA remedial completion certificate in April 2020.

Remedial Action Completion initiated the Army's long-term obligations on ESCA properties. To complete the ESCA and the AOC obligations, the Successor, Seaside, is required to complete a truncated series of tasks until the expiration in 2028 to include site investigation and monitoring, ensuring compliance with the land use controls for ESCA parcels by land holding jurisdictions, mitigation, monitoring, reporting for any potential or found munitions and explosives of concern, and public information and outreach regarding land use. Should any instances of MEC occur, the contractors of Arcadis, Inc., Weston Solutions, Inc. and Westcliffe Engineers, Inc. will assist with providing LTO support services.

ESCA QUARTERLY UPDATE

Staffing Updates

The second ESCA staff member, Benjamin Havens-Stokes, Administrative Analyst, joined the ESCA team on November 1, 2021. Training by the Weston and Westcliffe engineers on ESCA clean-up, MEC identification, and ESCA reporting requirements and responsibilities was conducted on November 22nd and 23rd for both new ESCA staff members.

Jurisdiction Coordination

ESCA property could not be transferred to the jurisdictions until Army deed modifications and issuance of the Army CERCLA Warranties/Deed Amendments were completed. The ESCA property Army CERCLA Warranty and Deed modification documents were signed by FORA at Army Headquarters in Washington, D.C. and Recorded in Monterey County on June 26, 2020. The receiving jurisdictions signed and recorded these deeds and have final ownership of their ESCA properties. During a file audit, staff discovered that the ESCA properties were still showing FORA as the owner on the County Recorder's website. Coordination with the recorder/assessor's office and jurisdictions continues for corrections.

ESCA staff continues to host LTO Management, and Property, Planning, Police, and Property Manager Meetings with all land holding jurisdictions, as well as the EPA and DTSC, to discuss and review projects, or other activities as outlined by the LUCIPs that

are included with their properties.

Continued coordination efforts are being carried out by ESCA staff to develop consistent signage in an effort to assist in the identification of jurisdictional boundaries between ESCA lands. The installation of temporary signs depicting the City of Seaside logo and applicable prohibitions specific to Former Fort Ord lands has been completed in the area of Parker Flats Rd. and Parker Flats Cutoff Rd. The coordination and scheduling of Property Manager ESCA "refresher" training (which includes on-site property visits and in-person meetings) has been postponed due to the substantial increase of COVID-19 cases in Monterey County.

Monterey County submitted the Annual Land Use control report to the Army, DTSC, and USEPA. This report showed significant activity in the Seaside Munitions Response Area (also known as Seaside East) parcel, all of which was compliant with ESCA-related requirements. On November 19, a draft Construction Support Plan was submitted to the regulatory agencies (EPA and DTSC) for the next phase of work for the Broadway By-Pass pipeline (Monterey County, Parker Flats Munitions Response Area). The Army and DTSC provided comments on the draft report. ESCA is currently responding to comments and revising the report. The final version will be sent to the Army and regulatory agencies. This construction work is scheduled for Spring 2022.

The ESCA team continues to conduct weekly patrols of Seaside's ESCA properties and bi-weekly patrols of other ESCA properties. ESCA worked with California State University Monterey Bay in response to a soil disturbance activity on their ESCA parcel. ESCA provided notification to the Army and regulatory agencies and ESCA followed-up with responses to EPA questions; there is no further action.

During a December patrol, ESCA discovered several homeless encampments in the southern section of the Seaside MRA/Seaside East. Upon discovery, ESCA notified the Army and Del Rey Oaks, the adjacent ESCA property owner. In turn, the Army forwarded ESCA's notification and map to all munitions site security members (regulatory agencies and various jurisdictions) for situational awareness of this trespassing issue and possible movement of the encampment to nearby properties. ESCA appreciates the rapid response by Seaside Public Works to identify and clean up these encampments. Public Works (Mr. Miller) managed the notifications and quickly responded with the cleanup contractors and follow-on repair of the fence on General Jim Moore Boulevard (which eliminated the likely access point for the encampments). The cleanup team observed that there was minimal soil disturbance. Additionally, there were no munitions found during the encampment cleanup.

ESCA staff coordinated with the Army to update jurisdictional boundary maps used by fire and law enforcement agencies. Updated maps will be provided to all relevant code enforcement and emergency services departments. ESCA will assist the Army with the distribution of the updated maps.

NEXT QUARTER GOALS

During the first quarter of 2022, the ESCA Program will be focusing on the following tasks.

- ESCA “refresher” training will be provided to the jurisdictions.
- ESCA will continue facilitation of a multi-jurisdictional subcommittee for the development of consistent and bilingual wayfinding and public safety signage. ESCA developed a template for a sign depicting ownership and prohibition of metal detection and excavation for review/use by other jurisdictions.
- In January, Benjamin Havens-Stokes, ESCA Administrative Analyst will start a training program specific to geographic information systems. These skills will enhance the production and update of ESCA program maps and spatial analysis.
- Continue coordination supporting completion of property transfers.
- ESCA will also continue coordination with jurisdictions and extensive public outreach on the Munitions Recognition and Safety Training which is available at FortOrdSafety.com
- ESCA will continue weekly inspection and monitoring of activities on ESCA lands.
- The ESCA staff will continue follow-up of incidents of concern (i.e. pump track or BMX track).
- ESCA will provide an update at the February 11, 2022, Army Community Involvement Workshop.
- ESCA will provide an update at the February 15, 2022, Army Technical Review Committee meeting.
- ESCA will provide an update at the February 11, 2022, BRAC Cleanup Team meeting for munitions response.
- ESCA will participate in the Fort Ord Munitions Response Site Security Program Committee meeting, tentatively scheduled for March.

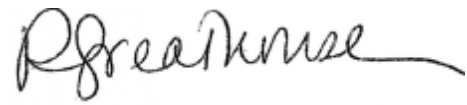
FISCAL IMPACT

All costs associated with this program are fully reimbursed.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:

A handwritten signature in black ink, reading "R Greathouse". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Roberta Greathouse, Acting City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ben Nurse, Housing Program Manager

DATE: January 20, 2022

**SUBJECT: REJECT THE BIDS FOR THE ACCESSORY DWELLING UNIT
DEMONSTRATION PROJECT**

RECOMMENDATION

Reject the bids for the Accessory Dwelling Unit Demonstration Project.

BACKGROUND

To promote the development of Accessory Dwelling Units (ADUs), the City Council approved an ADU Demonstration Project. The Project was to include two detached ADUs to be used as model homes the public could visit to get a sense of how it may feel to occupy an ADU, to view different ADU design types, and to be inspired to build ADUs in Seaside. The two models were to be built on the rear of the City-owned property at 956 Hilby Avenue in Seaside.

On March 4, 2021, the City Council authorized the City Manager to execute agreements with Barrier Structures 360, LLC, and the partnership of Black & Veatch, Inc. and Prefab ADU to each manufacture one (1) prefabricated ADU for a total of two (2) ADUs, and to spend up to \$485,000.00 for the project. Staff spent several weeks negotiating the contract terms with the two vendors. Then, Black & Veatch, Inc. and Prefab ADU sent a letter dated June 16, 2021, withdrawing from the project citing their inability to meet the prevailing wage requirements or obtain insurance bonding for a small-scale residential project. Additionally, Barrier Structures 360, LLC requested contract changes that would have exposed the City to more risk than usually expected. The City Manager requested that staff send a notice to Barrier Structures 360, LLC withdrawing the contract for the ADU Demonstration Project.

All of the policies and activities Council and staff have implemented to date have energized local interest in building ADUs.

- Waived permit inspection fees for a 2 year period
- Hired Workbench architects to prep ADU Pre-Approved Plans
- Waived plan check fees for projects using Pre-Approved ADU plans
- Allocated 5 AF of water for owners to purchase to construct ADUs
- Staff coordinated with United Way to host a virtual Seaside ADU Workshop
- Staff meets monthly with peers to discuss ADU best practices and financing

The City of Seaside is recognized among its peers as a leader in ADU policy and promotion. Seaside and Pacific Grove are now the two cities with the most permitted ADUs in Monterey County. Over 43 permits have been issued for ADUs in Seaside, with 20 projects completed, and more than 47 ADU applications still in plan check. Over 50 owners have purchased water for ADU projects in Seaside.

Thus, the City no longer has a need to build an ADU Demonstration Project to spur interest in developing ADUs. Staff recommends that the Council reject the bids for the ADU Demonstration Project.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. Valley Home Development_ PrefabADU_Withdrawal Notice_6-16-2021
2. Seaside Withdrawal of Contract to Barrier Structures 360_BN Signed_6-22-2021
3. Resolution

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

Ben Nurse - 956 Hilby - VHD withdrawing from project

From: Nikki Vallejos <nvallejos@vhdonline.com>
To: Ben Nurse <BNurse@ci.seaside.ca.us>
Date: 6/16/2021 9:45 AM
Subject: 956 Hilby - VHD withdrawing from project
CC: Steve Vallejos <steve@vhdonline.com>, "Khangura, Jagmeet K." <KhanguraJK...

Good morning Ben,

It is with deep regret that PrefabADU / Valley Home Development Corporation is withdrawing from the City of Seaside ADU Demonstration Project at 956 Hilby.

We have determined that we are unable to confidently mitigate the risk to our company based on the City's contractual requirements regarding payment terms, performance bond and overall prevailing wage requirements. It is our intent to provide a cost effective ADU for the citizens of Seaside, but the City of Seaside's requirements for doing business with the City is preventing our organization from achieving this goal.

We appreciate that the City of Seaside recognized our organization and product as part of its efforts to provide affordable housing and we hope to have an opportunity to build in your community in the future.

Sincerely,

[Nikki Vallejos](#)

Owner, Valley Home Development Corp. & PrefabADU
 1111 Western Street, Suite A2
 Fairfield, CA 94533

707-429-3300 Office

707-429-3322 Fax

Cover your mouth and nose with a mask when around others



- **You could spread COVID-19 to others** even if you do not feel sick.
- **Everyone should wear a mask in public settings** and when around people not living in their household, especially when social distancing is difficult to maintain.
 - » Masks should not be placed on young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the mask without assistance.
- **The mask is meant to protect other people** in case you are infected.
- Do **NOT** use a facemask meant for a healthcare worker.
- Continue to **keep about 6 feet between yourself and others**. The mask is not a substitute for social distancing.



COMMUNITY DEVELOPMENT DEPARTMENT

440 Harcourt Avenue
Seaside, CA 93955

Telephone (831) 899-6830
FAX (831) 718-8605
TDD (831) 899-6207

Tuesday, June 22, 2021

Barrier Structures 360, LLC
Attn: Bethzaida Cartell
2028 E. Park View Lane
Phoenix, AZ 85024

**RE: Withdrawal of Contract for Prefab ADU
Seaside ADU Demonstration Project**

Good Afternoon Beth,

We wish to thank you for submitting your proposal for the City's Prefabricated ADU Demonstration Project. The City Council supports this project and looks forward to seeing the units eventually built. The City recently received a notice of withdrawal from one of the vendors selected for this project. Additionally, there continues to be inherent risk to the City in the project as it is currently structured.

Given the overall circumstances, issues related to the contract provisions, and RFP submittal issues, the City has chosen to withdraw the contract for the ADU Demonstration Project offered to Barrier Structures 360, LLC at this time.

Staff will recommend to Council that the City republish a revised Request for Proposals (RFP) for this project. You are welcome to resubmit a qualifying proposal should the RFP be republished.

We wish you continued success with your endeavors within the City of Seaside.

A handwritten signature in cursive script that reads "B. Nurse".

Ben Nurse
Housing Program Manager

Cc: Craig Malin, City Manager; Sheri Damon, City Attorney; Nisha Patel, Public Works Director/City Engineer

RESOLUTION NO 20____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

REJECT THE BIDS FOR THE ACCESSORY DWELLING UNIT (ADU) DEMONSTRATION PROJECT

WHEREAS, the Accessory Dwelling Unit (ADU) Demonstration Project was part of the City's efforts to promote ADUs throughout the City; and

WHEREAS, on March 4, 2021, the City Council authorized the City Manager to execute agreements with Barrier Structures 360, LLC, and the partnership of Black & Veatch, Inc. and Prefab ADU to each manufacture one (1) prefabricated ADU for a total of two (2) ADUs, and Council authorized the Finance Director to spend up to \$485,000.00 for the project; and

WHEREAS, following several weeks of contract negotiations, Black & Veatch, Inc. and Prefab ADU sent a letter dated June 16, 2021 withdrawing from the project; and

WHEREAS, Barrier Structures 360, LLC requested contract changes that would have exposed the City to more risk than usually expected, which promoted the City Manager to request that staff send a notice to Barrier Structures 360, LLC dated June 22, 2021 withdrawing the contract for the ADU Demonstration Project; and

WHEREAS, all of the policies and activities Council and staff have implemented to date have energized local interest in building ADUs. These policies and activities included waiving permit inspection fees for a 2 year period, hiring Workbench architects to prepare ADU Pre-Approved Plans, waiving plan check fees for projects using Pre-Approved ADU plans, and allocating 5 AF of water for owners to purchase to construct ADUs; and

WHEREAS, the City of Seaside is recognized among its peers as a leader in ADU policy and promotion. Seaside is one of the cities with the most permitted ADUs in Monterey County. Over 43 permits have been issued for ADUs in Seaside, with 20 projects completed, and more than 47 ADU applications currently in plan check. Over 50 owners have purchased water for ADU projects in Seaside; and

WHEREAS, it is determined that the City no longer has a need to build an ADU Demonstration Project to spur interest in developing ADUs.

NOW, THEREFORE BE IT RESOLVED that the Council of the City of Seaside rejects the bids from Barrier Structures 360, LLC, and the partnership of Black & Veatch, Inc. and Prefab ADU for the ADU Demonstration Project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of January 2022 by the following vote:

AYES:
NOES:

COUNCILMEMBERS:
COUNCILMEMBERS:

ABSENT:
ABSTAIN:

COUNCILMEMBERS:
COUNCILMEMBERS:

APPROVED

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.J.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

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

DATE: January 20, 2022

**SUBJECT: ADOPT A RESOLUTION APPROVING A SUBDIVISION
IMPROVEMENT AGREEMENT AND FINAL SUBDIVISION MAP
FOR PHASE 2A & 2B OF THE ENCLAVE**

RECOMMENDATION

Adopt a resolution approving the Phase 2A & 2B Final Subdivision Map, Subdivision Improvement Agreement, and authorize the City Manager to execute construction easements associated with the Enclave development within the Bayonet and Blackhorse golf course.

BACKGROUND

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

In September of 2019, Shea Homes Limited Partnership (Shea Homes) acquired the development rights to the residential component of the Seaside Resort Estates Development project. Shea Homes has received design approval for model homes and is currently under construction for foundations at the remaining 26 Phase 1A and 8

Phase 1B lots.

Shea Homes staff conducted an evaluation of the layout for Phases 1 & 2 and concluded the development would benefit from minor adjustments to road and lot layouts. On May 20, 2021, Council approved Resolution No. 21-44 authorizing lot line adjustments and parking easements within Phase 1A. On September 2, 2021, the Council approved Resolution 21-79 authorizing the recordation of a Parcel Map for Phase 2 which implemented minor adjustments to road and lot layout.

Shea Homes submitted the Phase 2A and 2B Final Maps (Attachment 1) to the City for review on November 30, 2021, which subdivide Phase 2A into 15 residential lots and Phase 2B into 12 residential lots, and to perfect all associated easements necessary for the Enclave Phase 2 development. The City's consulting surveyor, Steve Wilson of Monterey Bay Engineers, has reviewed the Final Maps, legal descriptions and easements and concluded the Maps are acceptable for recordation.

STAFF ANALYSIS

The Phase 2 Final Map submission contains 27 residential lots situated in the northwestern portion of the Bayonet golf courses in substantially the same location as contemplated in the VTM. Lots 39-53 are identified as "Phase 2A" and Lots 54-65 are identified as "Phase 2B" and owned by Shea Homes Limited Partnership. The Phase 2 lots are surrounded by the recently re-constructed front-9 of Bayonet golf course.

Phase 2A access is by way of a new private street that will intersect Fairway Drive in Phase 1A and Monterey Road near Noumea Road. Phase 2B access is by way of a new private street off Monterey Road near Luzon Road. The boundary of the Phase 2A and 2B Final Maps and internal lot layout vary slightly from that shown on the VTM, an evolutionary result of a more refined site analysis by SRD's design and engineering consulting team, consumer preference data gathered through focus groups, the inclusion of the private residential street within the Final Map area and minor modifications to the adjoining golf holes authorized during the recent renovation of the front-9 of the Bayonet Golf Course.

Staff has reviewed the Phase 2 Final Maps for conformance to the Project Conditions, EIR mitigation monitoring requirements, previous Final and Parcel Maps, and the Seaside Municipal Code and has found they are substantially consistent with and satisfy applicable requirements. A Subdivision Improvement Agreement (Attachment 3) has been prepared which contractually binds the Developer to complete the Phase 2 improvements in accordance with the Final Map and to provide security for completion in accordance with City requirements.

ENVIRONMENTAL CONSIDERATIONS

Staff found that Phases 2A and 2B of the Enclave Project have satisfied applicable project conditions and are in substantial conformance with the intent and spirit of the project conditions.

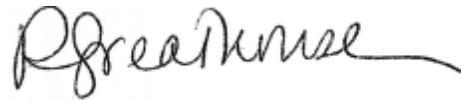
FISCAL IMPACT

Consistent with the project conditions, the Developer is required to pay fair share fees to offset impacts associated with the Development. Fair share fees include Park, Fire, Police, Emergency Vehicle Access, and Gateway Improvements. The fees associated with development of the 27 residential lots included with Phase 2A & 2B total \$155,514.06 and are to be paid to the City prior to recordation of the Final Map.

ATTACHMENTS

1. Final Maps - Phase 2A & 2B
 2. Resolution
 3. Subdivision Improvement Agreement
-

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting City Manager

OWNER'S STATEMENT

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

WE ALSO STATE THAT THE STREET SHOWN AND DESIGNATED AS "LINKS DRIVE" (PARCEL 2A-S.1) IS A PRIVATE STREET, AND WILL BE RETAINED BY OWNER FOR FUTURE TRANSFER TO AN OWNERS ASSOCIATION, OVER WHICH AN EASEMENT FOR INGRESS AND EGRESS BY EMERGENCY VEHICLES (EMERGENCY VEHICLE ACCESS EASEMENT OR EVAE) IS HEREBY DEDICATED TO THE CITY OF SEASIDE OR ITS DESIGNEE AND A "PUE" (PUBLIC UTILITY EASEMENT) OVER, UNDER, AND UPON SAID PRIVATE STREET FOR THE CONSTRUCTION, MAINTENANCE, USE, AND OPERATION OF SANITARY SEWERS, STORM DRAINS, AND WATER PIPELINES, GAS AND ELECTRICITY TRANSMISSION LINES, AND TELEPHONE LINES, AND ALL THE NECESSARY APPURTENANCES THERETO, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENT IS HEREBY DEDICATED TO THE CITY OF SEASIDE OR ITS DESIGNEE.

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

OWNER: SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

BY: LAYNE MARCEAU, AUTHORIZED AGENT

BY: DONALD A. HOFER, AUTHORIZED AGENT

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

- PACIFIC GAS AND ELECTRIC CO. – EASEMENT INTERESTS PER REEL 3506, PAGE 1533, OFFICIAL RECORDS, INSTRUMENT NOS. 9756845 AND 9756845.
- MARINA COAST WATER DISTRICT – EASEMENT INTEREST PER INSTRUMENT NO. 2001090793
- EASEMENT HOLDERS AS DESCRIBED IN "GRANT DEED AND ENVIRONMENTAL RESTRICTIONS" PER INSTRUMENT NOS. 2005131756, 2019043545 AND 2019-043560
- SEASIDE RESORT ESTATES I, LLC – EASEMENT HOLDER PER INSTRUMENT NO. 2009031065

OWNER'S ACKNOWLEDGEMENT

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

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

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

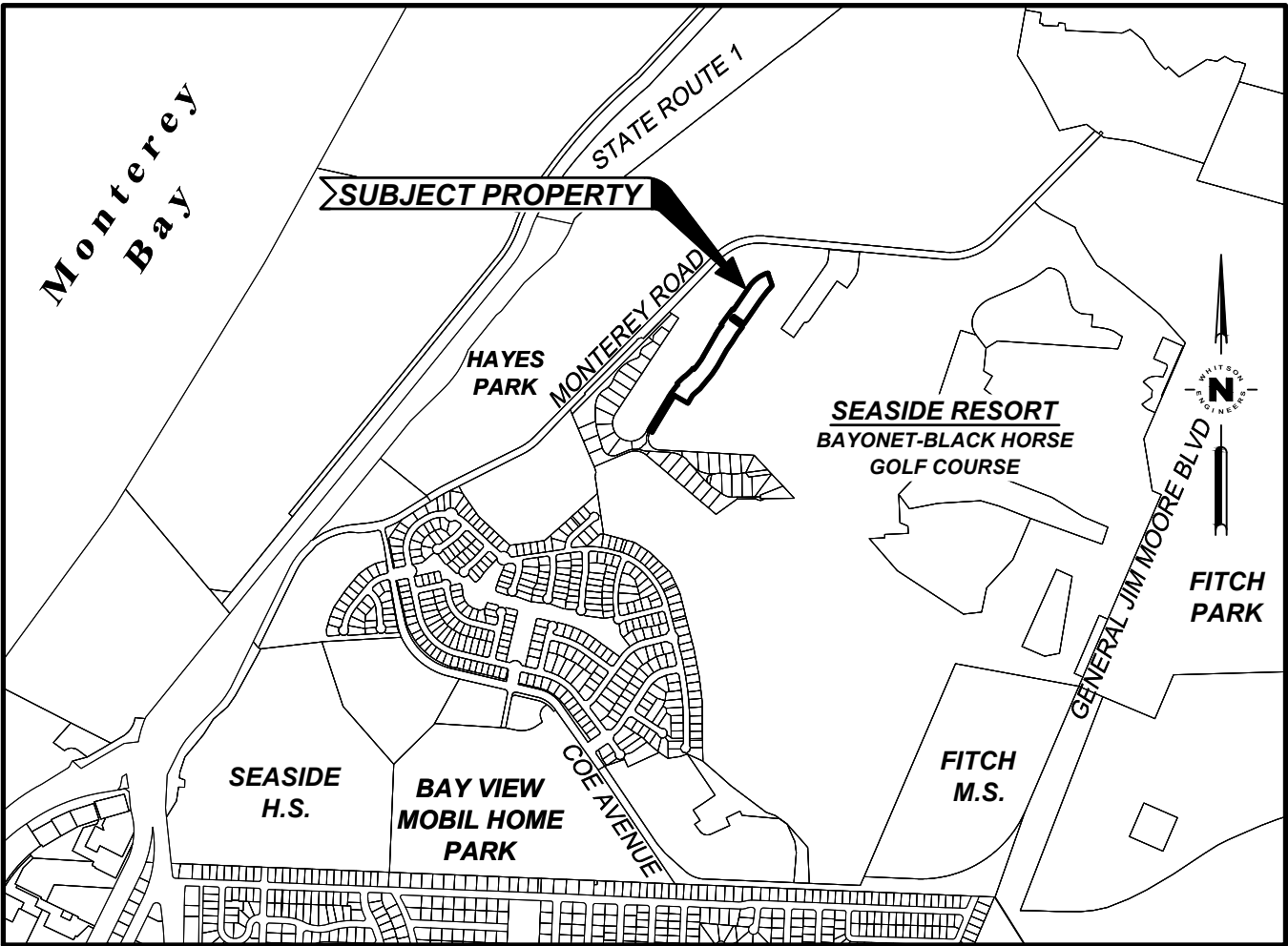
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, AND OFFICIAL SEAL.

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

NOTES:

- UNDERGROUND UTILITIES ARE REQUIRED IN THIS SUBDIVISION.
- SOILS REPORT M11271, IS ON FILE WITH THE CITY OF SEASIDE PUBLIC WORKS DEPARTMENT.



VICINITY MAP
SCALE: 1" = 1500'

OWNER'S ACKNOWLEDGEMENT

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

WITNESS MY HAND, AND OFFICIAL SEAL.

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

TRACT NO.
PHASE 2A
THE ENCLAVE

A 4.25 AC SUBDIVISION
OF PARCEL A, AS SHOWN ON THAT CERTAIN MAP OF
"PHASE 2A & 2B – THE ENCLAVE" FILED IN VOLUME 24 OF
PARCEL MAPS AT PAGE 10, LYING WITHIN THE CITY OF
SEASIDE, MONTEREY COUNTY, CALIFORNIA

PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA
DATE: JANUARY 10, 2022 SHEET 1 OF 3 JOB NO. 1057.10

STATEMENT OF CITY SURVEYOR

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

DATED: _____

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

STATEMENT OF CITY ENGINEER

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

DATED: _____

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

STATEMENT OF SECRETARY OF THE PLANNING COMMISSION

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

DATED: _____

TREVIN BARBER
SECRETARY, PLANNING COMMISSION OF THE
CITY OF SEASIDE, STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA L.P. IN SEPTEMBER 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER, 2022 AND THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED: _____

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



STATEMENT OF CITY CLERK

I, DOMINIQUE DAVIS, CITY CLERK OF THE CITY OF SEASIDE, COUNTY OF MONTEREY, STATE OF CALIFORNIA, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF SEASIDE, APPROVED RESOLUTION _____ ON _____ APPROVING THE WITHIN SUBDIVISION MAP AND ACCEPTS ON BEHALF OF THE PUBLIC ALL PUBLIC EASEMENTS OFFERED FOR DEDICATION PER SECTION 66499.201/2. OF THE SUBDIVISION MAP ACT.

DATED: _____

DOMINIQUE DAVIS
CITY CLERK OF THE CITY OF SEASIDE

COUNTY RECORDER'S STATEMENT

FILED FOR RECORD AT THE REQUEST OF _____

THIS ____ DAY OF _____, 2022, AT ____ : ____ __.M. IN VOLUME ____ OF _____, AT PAGE ____.

STEPHEN L. VAGNINI
MONTEREY COUNTY CLERK-RECORDER

BY: _____

NAME: _____,DEPUTY

DOCUMENT NO.: _____ FEE:\$ _____

TRACT NO. _____
PHASE 2A
THE ENCLAVE

A 4.25 AC SUBDIVISION
OF PARCEL A, AS SHOWN ON THAT CERTAIN MAP OF
"PHASE 2A & 2B - THE ENCLAVE" FILED IN VOLUME 24 OF
PARCEL MAPS AT PAGE 10, LYING WITHIN THE CITY OF
SEASIDE, MONTEREY COUNTY, CALIFORNIA

PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA
DATE: JANUARY 10, 2022 SHEET 2 OF 3 JOB NO. 1057.10

OWNER'S STATEMENT

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

WE ALSO STATE THAT THE STREET SHOWN AND DESIGNATED AS "BUNKER LANE" (PARCELS 2B--S.1 AND 2B--S.2) IS A PRIVATE STREET, AND WILL BE RETAINED BY OWNER FOR FUTURE TRANSFER TO AN OWNERS ASSOCIATION, OVER WHICH AN EASEMENT FOR INGRESS AND EGRESS BY EMERGENCY VEHICLES (EMERGENCY VEHICLE ACCESS EASEMENT OR EVAE) IS HEREBY DEDICATED TO THE CITY OF SEASIDE OR ITS DESIGNEE AND A "PUE" (PUBLIC UTILITY EASEMENT) OVER, UNDER, AND UPON SAID PRIVATE STREET FOR THE CONSTRUCTION, MAINTENANCE, USE, AND OPERATION OF SANITARY SEWERS, STORM DRAINS, AND WATER PIPELINES, GAS AND ELECTRICITY TRANSMISSION LINES, AND TELEPHONE LINES, AND ALL THE NECESSARY APPURTENANCES THERETO, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENT IS HEREBY DEDICATED TO THE CITY OF SEASIDE OR ITS DESIGNEE.

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

OWNER: SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

BY: LAYNE MARCEAU, AUTHORIZED AGENT

BY: DONALD A. HOFER, AUTHORIZED AGENT

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

- 1. PACIFIC GAS AND ELECTRIC CO. -- EASEMENT INTERESTS PER REEL 3506, PAGE 1533, OFFICIAL RECORDS, INSTRUMENT NOS. 9756845 AND 9756845.
- 2. MARINA COAST WATER DISTRICT -- EASEMENT INTEREST PER INSTRUMENT NO. 2001090793
- 3. EASEMENT HOLDERS AS DESCRIBED IN "GRANT DEED AND ENVIRONMENTAL RESTRICTIONS" PER INSTRUMENT NOS. 2005131756, 2019043545 AND 2019--043560

OWNER'S ACKNOWLEDGEMENT

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

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

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

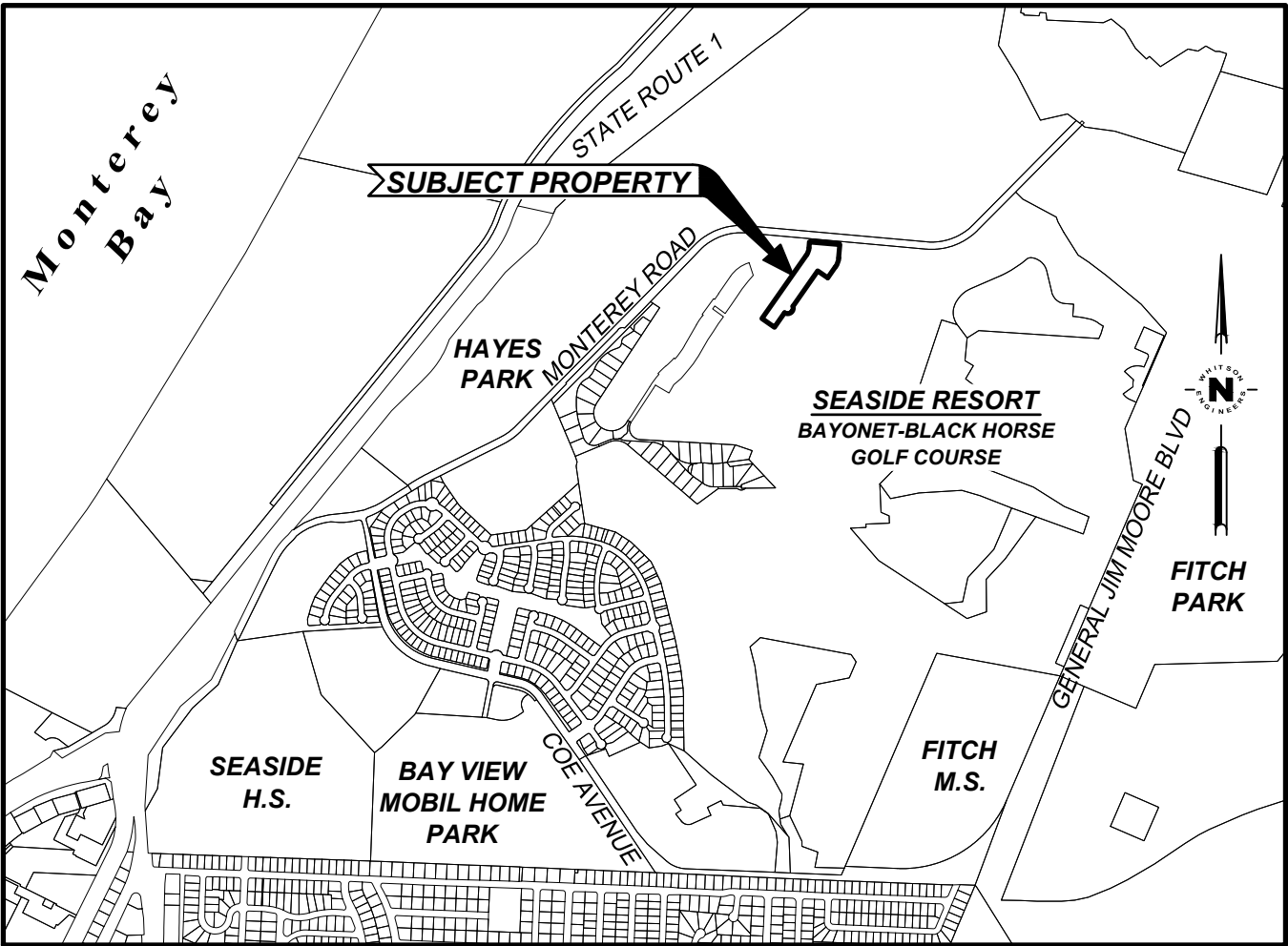
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, AND OFFICIAL SEAL.

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

NOTES:

- 1. UNDERGROUND UTILITIES ARE REQUIRED IN THIS SUBDIVISION.
- 2. SOILS REPORT M11271, IS ON FILE WITH THE CITY OF SEASIDE PUBLIC WORKS DEPARTMENT.



VICINITY MAP

SCALE: 1" = 1500'

OWNER'S ACKNOWLEDGEMENT

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

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

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

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

WITNESS MY HAND, AND OFFICIAL SEAL.

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

TRACT NO. PHASE 2B THE ENCLAVE

A 3.454 AC SUBDIVISION OF PARCEL B, AS SHOWN ON THAT CERTAIN MAP OF "PHASE 2A & 2B -- THE ENCLAVE" FILED IN VOLUME 24 OF PARCEL MAPS AT PAGE 10, LYING WITHIN THE CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA

PREPARED BY: WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA
DATE: JANUARY 10, 2022 SHEET 1 OF 3 JOB NO. 1057.11

STATEMENT OF CITY SURVEYOR

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

DATED: _____

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

STATEMENT OF CITY ENGINEER

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

DATED: _____

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

STATEMENT OF SECRETARY OF THE PLANNING COMMISSION

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

DATED: _____

TREVIN BARBER
SECRETARY, PLANNING COMMISSION OF THE
CITY OF SEASIDE, STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA L.P. IN SEPTEMBER 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER, 2022 AND THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED: _____

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



STATEMENT OF CITY CLERK

I, DOMINIQUE DAVIS, CITY CLERK OF THE CITY OF SEASIDE, COUNTY OF MONTEREY, STATE OF CALIFORNIA, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF SEASIDE, APPROVED RESOLUTION _____ ON _____ APPROVING THE WITHIN SUBDIVISION MAP AND ACCEPTS ON BEHALF OF THE PUBLIC ALL PUBLIC EASEMENTS OFFERED FOR DEDICATION PER SECTION 66499.201/2. OF THE SUBDIVISION MAP ACT.

DATED: _____

DOMINIQUE DAVIS
CITY CLERK OF THE CITY OF SEASIDE

COUNTY RECORDER'S STATEMENT

FILED FOR RECORD AT THE REQUEST OF _____

THIS ____ DAY OF _____, 2022, AT ____ : ____ __.M. IN VOLUME ____ OF _____, AT PAGE ____.

STEPHEN L. VAGNINI BY: _____
MONTEREY COUNTY CLERK-RECORDER

NAME: _____,DEPUTY

DOCUMENT NO.: _____ FEE:\$ _____

TRACT NO. _____
PHASE 2B
THE ENCLAVE
A 3.454 AC SUBDIVISION
OF PARCEL B, AS SHOWN ON THAT CERTAIN MAP OF
"PHASE 2A & 2B – THE ENCLAVE" FILED IN VOLUME 24 OF
PARCEL MAPS AT PAGE 10, LYING WITHIN THE CITY OF
SEASIDE, MONTEREY COUNTY, CALIFORNIA

PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA
DATE: JANUARY 10, 2022 SHEET 2 OF 3 JOB NO. 1057.11

LEGEND

- SUBDIVISION BOUNDARY
- EXISTING RIGHT OF WAY LINE
- LOT LINE
- CENTERLINE
- EASEMENT
- SET 3/4" IRON PIPE, "LS 8002"
- 3/4" IRON PIPE SHOWN TO BE SET BY WHITSON ENGINEERS BY DECEMBER 2022 PER VOL. 24 PM, PG 10. INSTALLATION TO BE COORDINATED WITH CONSTRUCTION ACTIVITIES
- SET BRASS DISC STAMPED "LS 8002" IN CONCRETE UNDERGROUND MONUMENT
- FOUND MONUMENT AS NOTED
- PUE PUBLIC UTILITY EASEMENT
- CL/C CENTERLINE
- MON MONUMENT
- AC ACRES
- FD FOUND
- IP IRON PIPE
- (R) RADIAL
- RUE ROAD AND UTILITY EASEMENT
- SDE STORM DRAIN EASEMENT

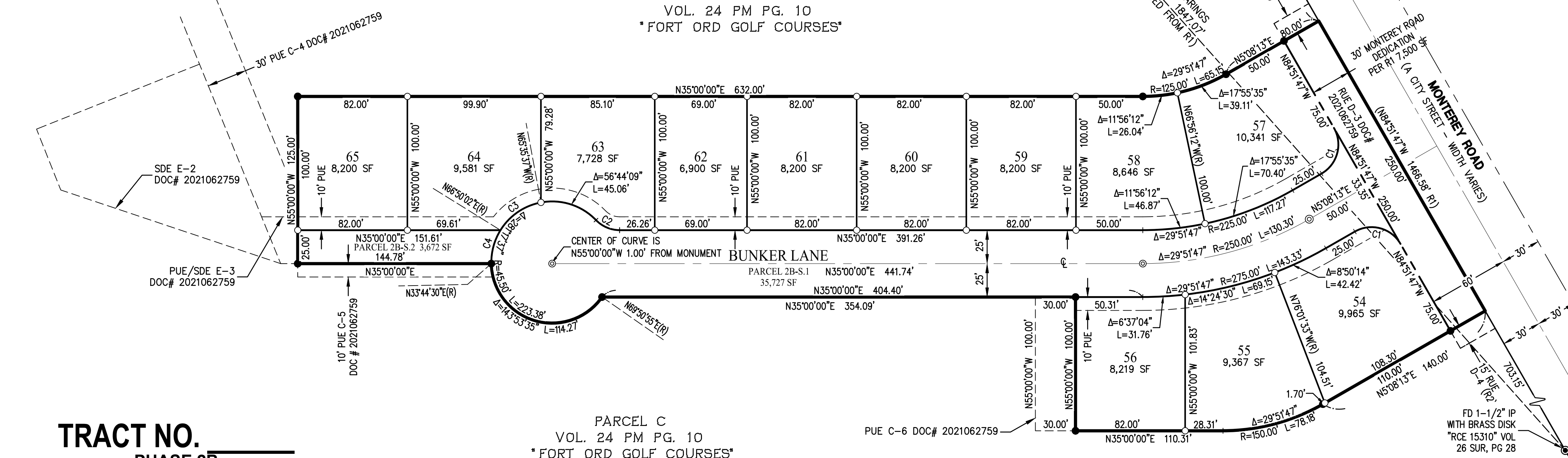
REFERENCES

- (R1) VOL. 24 PM PG. 10
- (R2) DOC 2021062759

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE PER THE MAP MAP ENTITLED "PARCEL MAP - PHASE 2A & 2B - THE ENCLAVE" FILED IN VOLUME 24 OF PARCEL MAPS AT PAGE 10 IN THE OFFICE OF THE COUNTY RECORDER OF MONTEREY COUNTY. A CALCULATED BEARING OF NORTH 89°49'38" EAST BETWEEN FOUND MONUMENTS ALONG THE SOUTHERLY LINE OF MONTEREY ROAD, SHOWN HEREON, IS THE BASIS OF BEARINGS FOR THIS SURVEY.

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	90°00'00"	25.00'	39.27'
C2	46°08'32"	24.50'	19.73'
C3	47°34'21"	45.50'	37.78'
C4	33°05'32"	45.50'	26.28'



NOTES

- ALL DISTANCES ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
- ALL DIMENSIONS ALONG THE PERIMETER BOUNDARY OF THE SUBDIVISION SHOWN HERON MATCH RECORD DATA PER R1.

TRACT NO. PHASE 2B THE ENCLAVE
A 3.454 AC SUBDIVISION
OF PARCEL B, AS SHOWN ON THAT CERTAIN MAP OF
"PHASE 2A & 2B - THE ENCLAVE" FILED IN VOLUME 24 OF
PARCEL MAPS AT PAGE 10, LYING WITHIN THE CITY OF
SEASIDE, MONTEREY COUNTY, CALIFORNIA

PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA
DATE: JANUARY 10, 2022 SHEET 3 OF 3 JOB NO. 1057.11

RESOLUTION NO. 22 -__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE FINAL SUBDIVISION MAP FOR PHASE 2A & 2B OF THE ENCLAVE, APPROVING A SUBDIVISION IMPROVEMENT AGREEMENT IN CONNECTION THEREWITH, AUTHORIZING THE EXECUTION OF CONSTRUCTION EASEMENTS, AND TAKING OTHER ACTIONS AS REQUIRED BY LAW

Recitals of Facts:

- A. WHEREAS, on July 7, 2005, the City Council approved an application by Seaside Resort Development, LLC for Vesting Tentative Map No. TM-01-03 for the subdivision of approximately 84.88 acres of land which is a part of a larger approximate 380-acre parcel of land on which the Bayonet and Black Horse golf courses are located, which parcel is also known as Assessor's Parcel Number 031-051-005; and
- B. WHEREAS, on July 7, 2005, the City Council adopted Resolution No. 05-43 certifying an environmental impact report for the Seaside Resort Estates Development Project; and
- C. WHEREAS, on March 15, 2007, the City Council adopted Resolution No. 07-10 approving Phase 1 Final Map, a Subdivision Improvement Agreement and Covenants, Conditions & Restrictions (CC&Rs) for the Seaside Resorts Estates Project; and
- D. WHEREAS, Shea Homes Limited Partnership has acquired interest in phase 1A & 1B the single family residential component of the Seaside Resort Estates Development (the Development); and
- E. WHEREAS, on May 20, 2021 the City Council adopted Resolution No. 21-44 authorizing a lot line adjustment and parking easement within phase 1A of the Development; and
- F. WHEREAS, the lot line adjustment, parking easements and minor adjustment to road and lot layout increased the Development by 11,000 square feet; and
- G. WHEREAS, to offset the increase in square footage represented by the lot line adjustment and parking easement, Resolution 21-44 required revisions to Phase 2A & 2B lot and road layouts resulting in a 11,200 square foot of reduction the Development; and
- H. WHEREAS, Shea Homes Limited Partnership prepared a Parcel Map for Phase 2A & 2B of the Enclave, the residential component of the Development; and

- I. WHEREAS, on September 2, 2021 the City Council adopted Resolution No. 21-79 approving the recordation of the Phase 2A & 2B Parcel Map and authorizing execution of deeds of partition; and
- J. WHEREAS, subdivision (b) of Government Code Section 66450 requires that all final maps include a certificate signed by the city surveyor or city engineer that he or she has examined the map, that the subdivision is substantially the same as it appeared on the tentative map and any approved alternations thereof, that all provisions of the Subdivision Map Act and the City's Subdivision Ordinance have been complied with, and that he or she is satisfied that the map is technically correct; and
- K. WHEREAS, Steven C. Wilson, a Professional Engineer and Professional Land Surveyor with Monterey Bay Engineers is currently providing Surveying services under contract with the City and is qualified to execute the certificate required by Section 66450.

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

1. The City Council does hereby find that the above recitals are accurate and are hereby incorporated in and made part of this Resolution by this reference.
2. The City Engineer approved the Final Map for Phase 2A & 2B.
3. The City Council makes the following findings pursuant to the requirements of the California Environmental Quality Act:

A. Pursuant to the California Environmental Quality Act ("CEQA") and the Agency's local CEQA Guidelines, the City certified an Environmental Impact Report (EIR) on July 7, 2005 in connection with the City's approval of the Seaside Resort Project entitlements and the Agency Board approved the same EIR in connection with the Agency's actions to implement that project. Pursuant to CEQA Guidelines Section 15162, no subsequent or supplemental EIR or Negative Declaration is required in connection with subsequent discretionary approvals of the same project unless: (i) substantial changes are proposed to the project that indicate new or more severe impacts on the environment; (ii) substantial changes have occurred in the circumstances under which the project was previously reviewed that indicates new or more severe environmental impacts; or (iii) new important information shows the project will have new or more severe impacts than previously considered; or (iv) additional mitigation measures are now feasible to reduce impacts or different mitigation measures can be imposed to substantially reduce impacts.

B. The City Council finds, in connection with the Final Map that its approval is a ministerial action consistent with the project that was reviewed and approved pursuant to the Seaside Resort Project EIR. Staff further finds that actions

contemplated by this Resolution will not have one or more significant effects not discussed in the previously certified EIR, not have more severe effects than previously analyzed, and that additional or different mitigation measures are not required to reduce the impacts of the project to a level of less than significant.

C. Based on these findings and all evidence in the record, the City Council determines that no additional environmental review is required pursuant to CEQA in connection with the City's consideration of the Final Map.

4. Pursuant to California Government Code Section 66457, the City Council finds that all required certificates or statements on the map have been signed and, where necessary, have been acknowledged.

5. The City Council hereby appoints Steven C. Wilson as Acting City Surveyor to review the Final Map and any additional Final Maps for the Seaside Resort Project and provide the certificate therefor in compliance with Government Code Section 66442.

6. Pursuant to California Government Code Section 66458, and based upon the determinations and report of the City Engineer, the City Council finds that the Final Map conforms to all requirements of the Subdivision Map Act, the City's local Subdivision Ordinance and that all conditions prior the approval of the final map have been completed to the satisfaction of the City or will be completed pursuant to the Subdivision Improvement Agreement.

7. Based on the findings contained in Section 1 through 5 of this Resolution, and pursuant to the requirements of the California Subdivision Map Act and the City's Subdivision Ordinance, the City Council hereby approves the Subdivision Improvement Agreement attached hereto as Exhibit A, and authorizes the City Manager to execute the Agreement on behalf of the City. The City Council grants authority to the City Engineer to require and approve modifications to the CC&Rs as required to comply with project conditions and ensure compliance with other legal requirements.

8. Based on the findings contained in Section 1 through 5 of this Resolution, and pursuant to the requirements of the California Subdivision Map Act and the City's Subdivision Ordinance, the City Council hereby approves the Final Map.

9. The City Council hereby instructs the City Clerk to endorse on the face of the Final Map the certificate that embodies the approval of the Final Map and instructs the City Clerk to accept all offers of public dedication that may be provided on the Map.

10. The City Council hereby instructs the City Clerk and City Engineer not to release the final map to the County Clerk for recordation until all subdivision securities required by the Subdivision Improvement Agreement have been filed with the City and the Covenants, Conditions and Restrictions relating to the ownership and maintenance of private improvements in the Subdivision have been filed with the City in a form approved by the City Engineer.

11. The City Council hereby authorizes the City Manager to execute construction easements with respect to: (1) construction of Phase 2 improvements on City land; and (2) construction of decorative walls and gates at the entrances from Monterey Road.

12. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California on the 20th day of January, 2022.

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

APPROVED:

Ian N. Oglesby
Mayor

ATTEST:

Dominique L. Davis
City Clerk

CITY OF SEASIDE

SUBDIVISION IMPROVEMENT AGREEMENT

* * * * * SUBDIVISION REFERENCE DATA * * * * *

FINAL TRACT MAP NO. _____ ("Final Map" herein)

BASED ON PARCEL A OF PARCEL MAP PHASE 2A & 2B THE
ENCLAVE, RECORDED ON SEPTEMBER 15, 2021

NAME OR TRACT NUMBER OR SUBDIVISION:

Phase 2A, The Enclave
15 lot residential subdivision

Phase 2B, The Enclave
12 lot residential subdivision

("Subdivision" herein)
NAME AND ADDRESS
OF SUBDIVIDER(S):

Shea Homes, Limited Partnership
2630 Shea Center Drive, Livermore, CA 94551

CITY COUNCIL RESOLUTION
OF APPROVAL NO. _____ ("Resolution of Approval" herein)

IMPROVEMENT PLANS NO. _____ ("Improvement Plans" herein)

IMPROVEMENTS: See Schedule A

ESTIMATED TOTAL COSTS:	PHASE 2A	\$925,000
	PHASE 2B	\$405,000
	TOTAL:	\$1,330,000

ESTIMATED MONUMENTATION COST: \$30,000.00

FORM OF IMPROVEMENT SECURITY:	☐	AAA Corporate surety bonds
	☐	Deposit of money
	☐	Letter of Credit

NAME AND ADDRESS OF CORPORATE
SURETY (if applicable):

(Name of Corporate Entity)

(Street Address)

(City) (State) (Zip)

SURETY BOND NUMBERS (if applicable): _____

NAME OF LETTER OF CREDIT
PROVIDER (if applicable)

EFFECTIVE DATE OF AGREEMENT): _____
(to be inserted by Escrow)

COMPLETION PERIOD: All improvements of Tract ____
(including the complete water and sewer system, shall be completed within two years from the
Effective Date of the Agreement. Street roadway (street) construction shall be
constructed prior to the Certificate of Occupancy for development of lots in Tract_____.

* * * * *

TABLE OF CONTENTS

	Recitals
1.	Subdivider's Obligation to Construct Improvements
2.	Inspection of Work and Final Acceptance
3.	Guarantee and Warranty of the Improvements
4.	Time Extensions
5.	Improvement Security
6.	Reduction or Release of Improvement Security
7.	Indemnification of City by Subdivider
8.	Insurance
9.	Ownership of the Improvements
10.	Preparation and Recordation of CC&Rs
11.	Default and Breach by the Subdivider and Remedies of the City
12.	Relationship of the Parties
13.	Assignment
14.	Notices
15.	Entire Agreement
16.	Severability
17.	Incorporation of Subdivision Reference Data and Recitals
18.	Governing Law
19.	Effective Date of the Agreement
	Signatures
	Schedule A
	Faithful Performance Bond, Payment Bond, Warranty Bond

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Seaside, a municipal corporation ("City"), and the Subdivider whose name and address is set forth above in the Subdivision Reference Data.

RECITALS

A. Subdivider has presented to the City for approval and recordation a Final Map, identified above in the Subdivision Reference Data, of a proposed subdivision pursuant to the Subdivision Map Act of the State of California and the City's ordinances and regulations relating to the filing, approval and recordation of subdivision maps (collectively referred to herein as the "Subdivision Laws").

B. A tentative map of the Subdivision was previously approved by City, subject to the Subdivision Laws and to the City's standard requirements and conditions of approval contained in the City Council's Resolution of Approval, a copy of which is on file in the Office of the City Clerk and which is incorporated herein by this reference.

C. The Subdivision Laws establish, as a condition precedent to the approval of a Final Map, that the Subdivider comply with the City Council's Resolution of Approval and either (i) complete, in compliance with City standards, all of the improvements and land development work required by the Subdivision Laws and the City Council's Resolution of Approval; or (ii) enter into a secured agreement with the City to complete the improvements and land development work within a period of time specified by the City.

D. In consideration of approval of the Final Map for the Subdivision by the City Council, Subdivider desires to enter into this Agreement whereby Subdivider promises to install and complete, at its sole expense, all public and private improvement work required by the City for the proposed Subdivision. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City.

E. Improvement Plans, and related specifications, numbered as designated above in the Subdivision Reference Data, for the construction, installation and completion of the Improvements identified in Schedule A hereto, have been prepared by the Subdivider, approved by the City Engineer, and are on file in the office of the City Engineer. Said Improvement Plans, and related specifications, subsequently modified by the mutual written agreement of the parties, are hereby referred to as the "Improvement Plans" and are incorporated herein by this reference. Any improvement to be constructed pursuant to the Improvement Plan is hereby referred to individually as an "Improvement" and collectively as the "Improvements".

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the Final Map of the Subdivision, Subdivider and City agree as follows:

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

A. Subdivider shall, at its sole expense, and in compliance with the provisions of the Subdivision Laws, the Improvement Plans, all Conditions of the Tentative Map approval, all applicable City standards and fees, and in a good and workmanlike fashion, furnish, construct, install and guarantee (as set forth in Section 3) the Improvements, Grading, and Monumentation generally described in Schedule A attached hereto and more specifically described in the tentative map and in the City Council's Resolution of Approval relating thereto (collectively, the "Improvements").

B. To the extent necessary to construct the Improvements, as determined by the City Engineer, the Subdivider shall acquire and dedicate, or pay the cost of acquisition by City of, all rights-of-way, easements and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances. The Subdivider's obligations with regard to the acquisition by City of off-site rights-of-way, easements and other interests in real property, if any, shall be subject to a separate agreement between Subdivider and City.

C. Subject to any time extensions granted in accordance with Section 4, Subdivider shall complete all Improvements within its respective "Completion Period" specified in the Subdivision Reference Data; provided, however, that if the City Engineer reasonably determines in good faith, and provides written documentation to Subdivider, that accelerated construction of the Improvements is essential in order to protect against an immediate threat to the public health and safety, the City Engineer shall give Subdivider not less than fifteen (15) business days' prior written notice to commence or accelerate installation and construction of such Improvements, or any portion thereof. The notice shall be in writing and shall describe the work to be done by Subdivider, the time within which the work will commence, the period within which the work will be completed and identify the reasons that such early commencement is essential in order to protect the public health, welfare and safety. All or any portions of said Improvements may be required to be constructed or completed at a specified time, providing the foregoing criteria is met. If the Subdivider objects to the commencement or acceleration of the Improvements as specified by the City Engineer, Subdivider may appeal the decision of the City Engineer to the City Council. Any such appeal shall be filed with the City Clerk within 10 days after receipt by Subdivider of the written notice from the City Engineer.

D. If the Improvements to be constructed by Subdivider include monumentation, such monumentation shall be installed not later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 2. As used herein, "monumentation" shall mean the setting of survey monuments and tie points in accordance with the Subdivision Laws, and the delivery to the City Engineer of tienotes for said points.

E. Subdivider shall, at its sole expense, replace or repair all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Any such replacement or repair shall be subject to the approval of the City Engineer.

F. Until any category of Improvements is accepted by the City, Subdivider shall be responsible for the care and maintenance of such Improvements and shall bear all risks of loss or damage to said Improvements. Neither City, nor its officers, agents, consultants, contractors, and employees, shall have any liability for any accident, loss or damage to the Improvements prior to their completion and acceptance by the City.

G. Subdivider shall, at its sole expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all fees required by City ordinance or resolution and all taxes required by law.

H. Not less than fifteen (15) days prior to commencement of work on the Improvements, Subdivider shall give written notice to the City Engineer of the date fixed for such commencement of work in order that the City Engineer shall have adequate time to schedule all necessary inspections. Inspections by the City will be conducted by the City Engineer, other City staff, contract inspectors or consultants, as such persons are assigned and delegated tasks by the City Engineer.

I. SUBDIVIDER shall pay all City fees and costs stipulated in the latest fee resolution as adopted by the City Council from time to time as require for the development of the SUBDIVISION, including but not limited to, the following:

1. Building Permit Fees --- to be paid at the time of building permit issuance;
2. Final Map Filing Fee --- to be paid at time of filing final map;
3. Final Map Plan Check Fees --- to be paid from cash deposit established at time of filing final map;
4. Final Map Monumentation Fees - to be paid from cash deposit established at time of filing final map;
5. Final Map Construction Fees --- to be paid from cash deposit established prior to approval of final map;
6. Plan Check and Review Fees --- to be paid from cash deposit established at time of filing improvement plans;
7. Encroachment Permit Fees --- to be paid at time of application for encroachment permit;
8. Inspection Fees --- to be paid from cash deposit established at time of approval of final map;
9. Grading Permit Fee --- to be paid from cash deposit

established at time of grading permit issuance; and

10. Clean-up Fee (to clean public and private streets) --- to be paid from the cash deposit established at the time of approval of final map.

J. Subdivider shall provide City with final Record Drawings of all plans developed for the Subdivision, showing all changes and as built conditions as specified in the Tentative Tract Map Conditions of Approval prior to the acceptance of improvements and release of bonds or other security.

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

A. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by the City Engineer, other City personnel and City inspection contractors and consultants.

B. Upon completion of the work on all or any category of the Improvements specified in Schedule A, the Subdivider may request a final inspection by the City Engineer. Within five business days of any inspection of the Improvements, the City Engineer shall provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall certify the completion of such Improvements. If the Improvements that are completed are to be dedicated to or owned by the City, the City Engineer's certification shall be submitted to the City Council for final acceptance by the City, unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the certification shall be subject to the approval of that specified official. If the Improvements that are completed are to be dedicated to or owned by a public entity other than the City, the City Engineer's certification shall be submitted to that other public entity for final acceptance. Subdivider shall bear all costs of inspection and certification for completeness in accordance with City's formally adopted fees and rates.

Acceptance of all or any specified category of public Improvements by the City Council shall be made upon recommendation and certification of the City Engineer following inspection of said public Improvements pursuant to subparagraph B above. The City Council shall act upon the City Engineer's recommendation within thirty (30) days following certification by the City Engineer that such public Improvements have been completed. Acceptance by the City Council or by the governing body of the entity that is to accept dedication or ownership of the public improvements shall not constitute a waiver by the City or such other public entity of any defects in the public Improvements.

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. If, within a period of one year following acceptance by the City of the last of the Improvements specified in Schedule A, any Improvements or part of any Improvements furnished, installed or constructed by the Subdivider, or any of the work performed under this Agreement, fails to comply with any requirements of this Agreement, or the Subdivision Laws, or the Improvement Plans and related specifications, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Subdivider's obligations hereunder shall include the repair, replacement or reconstruction of all irrigation systems and all trees, shrubs, ground cover and landscaping for such one year.

B. Should the Subdivider fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be notified and can perform the necessary work, then the City may, in its discretion, make the necessary repairs or replacements or perform the necessary reconstruction and draw upon the Subdivider's improvement warranty security to reimburse itself for the costs incurred. If the Subdivider's improvement warranty security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any excess costs incurred.

C. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall be separate from improvement warranty security for Subdivider's liability hereunder for the one-year guarantee and warranty of the Improvements.

4. TIME EXTENSIONS

A. Upon a showing by the Subdivider of good cause therefor, the duration of the Completion Period for the Improvements (or any of them) may be extended by the City Engineer. As used herein, "good cause" may include, without limitation, delay resulting from acts of God or force majeure, strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work; findings made by a governmental entity that the site of a particular Improvement is of archeological significance; and, the order of any court.

B. A time extension may be granted without notice to any surety or sureties of the Subdivider and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an improvement security pursuant to this Agreement.

C. As a condition of any time extension provided for herein, the City Engineer, may require the Subdivider to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount as necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as determined by the City Engineer.

5. IMPROVEMENT AND WARRANTY SECURITY

A. Prior to City's execution of this Agreement, Subdivider shall provide as security to the City:

1. For Performance and Guarantee: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, including Grading, as set forth above in the Subdivision Reference Data. The security shall be provided in one of the following forms: (i) a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA; (ii) a cash deposit with the City; or (iii) a letter of credit from a bank or other financial institution acceptable to the City, but not a "set-aside letter." With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider assures faithful performance under this Agreement and guarantees the Improvements for one year after the completion and acceptance of the last of such Improvements, against any defective workmanship or materials or any unsatisfactory performance, pursuant to Section 3 hereof. The Subdivider shall automatically increase the amount of such security on or before each annual anniversary date of this Agreement by an amount equal to the change in the Engineering News Record (ENR) Construction Cost Index that has occurred in the immediately preceding year for which data is available, subject to the provision that the City Engineer may at any time determine that a greater increase in the amount of the security is necessary due to a greater increase in the cost of construction of the Improvements or any of them. In such event, the Subdivider shall provide the additional security within ten (10) days after receiving demand and justification therefor.

2. For Payment: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be provided in one of the following forms: (i) a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA; (ii) a cash deposit with the City; or (iii) a letter of credit from a bank or other financial institution acceptable to the City, but not a "set-aside letter." With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider guarantees payment to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to them or to the Subdivider. The Subdivider shall automatically increase the amount of such security on or before each annual anniversary date of this Agreement by an amount equal to the change in the Engineering News Record (ENR) Construction Cost Index that has occurred in the immediately preceding year for which data is available, subject to the provision that the City Engineer may at any time determine that a greater increase in the amount of the security is necessary due to a greater increase in the cost of construction the Improvements or any of them. In such event, the Subdivider shall provide the additional security within ten (10) days after receiving demand and justification therefor.

3. For Warranty: Security in an amount equal to ten percent (10%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be provided in one of the following forms: (i) a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA; (ii) a cash deposit with the City; or (iii) a letter of credit from a bank or other financial

institution acceptable to the City, but not a "set-aside letter." With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider guarantees and warrants the Improvements for a period of one year following completion and acceptance thereof against any defective work or labor done or defective materials furnished. The Subdivider shall automatically increase the amount of such security on or before each annual anniversary date of this Agreement by an amount equal to the change in the Engineering News Record (ENR) Construction Cost Index that has occurred in the immediately preceding year for which data is available, subject to the provision that the City Engineer may at any time determine that a greater increase in the amount of the security is necessary due to a greater increase in the cost of construction of the Improvements or any of them. In such event, the Subdivider shall provide the additional security within ten (10) days after receiving demand and justification therefor.

B. If the improvement security is a corporate surety bond and, in the opinion of the City, any surety or sureties thereon become insufficient, the Subdivider shall renew or replace any such surety bond with good and sufficient surety or sureties within ten (10) days after receiving from City written demand therefor.

C. Improvement security consisting of corporate surety bonds, in a form accepted by the City Attorney, shall be kept on file with the City Engineer. If a corporate surety bond is replaced by another approved bond, the replacement shall be filed with the City Engineer and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing and approval by the City Engineer of a replacement bond, the former improvement security shall be released.

D. Modifications of the Improvement Plans and related specifications, and modifications of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of the Improvements, shall not relieve or release any improvement security furnished by Subdivider pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Subdivider shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred percent (100%) of the revised Estimated Total Cost of the Improvements.

E. Subject to any time extensions granted in accordance with Section 4 herein, the Subdivider shall be in default if the Subdivider has not completed the Improvements within the time period specified below:

(i) improvements (including the complete water and sewer system in streets) shall be completed within two years from the Effective Date of the Agreement.

(ii) All Street roadway (street) construction shall be constructed prior to the Certificate of Occupancy for development of any lots in the Tract.

F. Alternatively, in the event of a default by the Subdivider pursuant to Section 10, and after written notice to Subdivider and reasonable opportunity to cure, City, at its sole option, shall have the right, without limiting any other rights and/or remedies available

to City at law or in equity, to draw upon or utilize the improvement security furnished herewith to construct and install the Improvements itself. If City exercises this right, the release of any unused portion of such improvement security shall be in accordance with the procedures outlined in Section 6 herein, including any retention necessary for the one-year guarantee period.

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

A. Partial releases or reductions in the Subdivider's improvement security may be authorized prior to the City's acceptance of all Improvements required hereunder, as provided in this Section 6.

B. All public Improvements (Improvements that are to be owned or dedicated to the City or other public entity as distinguished from those owned by individual property owners or a private community association) shall be first completed, deemed completed by the City Engineer and then accepted as complete by the City Council. All private Improvements (Improvements that are to be owned by individual property owners or a private community association and not dedicated or owned by the City or other public entity) shall be first completed and then accepted as complete by the City Engineer.

C. Upon acceptance of all or any specified category of public or private Improvements by the City, and upon written request of the Subdivider, the improvement security may be reduced or released as follows:

1. Security for Performance: Unless Subdivider submits new or additional security, such as a maintenance bond, in an amount equal to ten percent (10%) of the Estimated Total Cost of the Improvements, the security for performance shall not be reduced or released in an amount greater than ninety percent (90%) of the aggregate principal amount thereof prior to the expiration of sixty (60) days from the acceptance of the Improvements and the filing of any notice of completion, if such notice is applicable.

2. Security for Payment: Security furnished to secure payment to contractors, subcontractors, and to persons providing labor, materials or equipment shall, six (6) months after acceptance of all of the Improvements, be reduced to an amount equal to the total amount claimed by all claimants for whom liens have been filed and of which notice has been given to the City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon settlement or release of all claims and obligations for which the security was given.

3. Security for Warranty: Security furnished to guarantee and warrant the Improvements against any defective work or labor done or defective materials furnished, shall be released within thirty (30) days after the completion of the one-year period following completion and acceptance of all Improvements.

D. If Subdivider's obligations relating to any Improvements are

subject to the approval of another governmental agency, the City shall not release the improvement security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have sixty (60) days after Subdivider's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Subdivider's performance of the obligation was done to its satisfaction, and such improvement security shall be promptly released.

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

A. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the construction, installation or maintenance of the Improvements by Subdivider, its officers, employees and agents. Subdivider shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly or indirectly out of or attributable to Subdivider's acts or failure to act.

B. Subdivider's obligations under this Section 7 are not conditioned or dependent upon whether the City, or its officers, agents and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Subdivision or the Improvements, or has insurance or other indemnification covering any of these matters.

C. Subdivider's obligation to indemnify, hold harmless and defend the City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Subdivision, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's design or construction of public drainage systems, streets, and other public facilities or improvements. Except for a City Directive as defined below, the City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design (a "City Directive"). After City's acceptance of the Improvements, the Subdivider shall remain obligated to correct or eliminate all dangerous conditions created by defects in design or construction (other than those required by a City Directive); provided, however, that Subdivider shall not be responsible for routine maintenance. Subdivider's indemnity obligations hereunder shall remain in effect for two (2) years following acceptance of the respective Improvement(s) by the City Council. Subdivider acknowledges and agrees that Subdivider shall be responsible

and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, unless same is due to a City Directive. City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any work or construction of Improvements, unless same is due to a City Directive. The Subdivider's improvement security shall not be required to secure the Subdivider's obligations under this subparagraph C beyond the one-year guarantee and warranty period.

D. Subdivider shall pay and satisfy any judgment, award or decree that may be rendered against City, its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "City and City Personnel") to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided City gives Subdivider prompt written notice of such claim and allows Subdivider to undertake the defense thereof.

E. Subdivider's obligation to indemnify shall not be restricted to Insurance proceeds, if any, received by the City and City Personnel.

F. Subdivider, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against City and City Personnel to the extent of the indemnity above provided.

8. INSURANCE

A. The following coverages will be provided by Subdivider and maintained on behalf of City and in accordance with the requirements set forth herein. If Subdivider performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverages; provided, however, that Subdivider shall first provide a written plan for the approval of the City which sets forth the respective obligations and deadlines of the Subdivider and its contractor for meeting the requirements of Attachment No. 7 to the Project DDA. In addition, Subdivider may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Subdivider" refers to the Party responsible to provide the coverages as specified and, depending on context, may refer either to Subdivider or to a separate General Contractor.

B. Insurance During Construction.

Subdivider shall provide the following insurance during construction of the Improvements. Insurance requirements may be met through insurance provided by Subdivider's General Contractor:

1. Commercial General Liability Insurance

Commercial General Liability Insurance (primary) shall be provided on ISO-CGL Form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than one million dollars (\$1,000,000) per occurrence for all coverages and

two million dollars (\$2,000,000) general aggregate. Agency and its employees and agents and the City of Seaside shall be added as additional insureds using ISO Forms CG 2010 07 04 and CG 2037 07 04, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to Agency or City or any employee or agent of Agency or City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

2. Umbrella Liability Insurance

Umbrella Liability Insurance (or, at Subdivider' selection, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross-liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than Ten Million Dollars (\$10,000,000.00) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. The Named Insured (Subdivider or General Contractor as appropriate) may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

3. Business Auto Coverage

Business Auto Coverage shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars per accident. This policy shall be scheduled as underlying insurance to the umbrella policy required above for a total limit of no less than Five Million Dollars (\$5,000,000) each accident.

4. Workers' Compensation/Employer's Liability

Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under the umbrella or excess liability policy described above. This policy shall be endorsed to waive any right of subrogation as respects Agency, City or their employees or agents.

5. Builders Risk Insurance.

The City shall, at its option, purchase Builder's Risk Insurance for the work of Improvements. If Builder's Risk Insurance is purchased by the City, the Subdivider shall reimburse the City for the cost of such insurance. If City, at its option, does not purchase Builder's Risk Insurance, then Subdivider shall purchase such insurance in connection with the work of the Improvements.

C. Provisions Pertaining to Insurance Provided by Subdivider

1. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

2. Requirements of specific coverage features or limits contained in this Attachment 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 and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

3. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Subdivider, and Subdivider's employees, or agents, from waiving the right of subrogation prior to a loss.

4. None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the Executive Director.

5. Unless otherwise approved by City, Subdivider's insurance and insurance provided by any contractor or subcontractor shall be written by insurers authorized to do business in the State of California and with a minimum "Best's Insurance Guide rating of at least "A-:VII" Self-insurance will not comply with these insurance specifications unless expressly approved in writing by the City.

6. In the event any policy of insurance required under this Agreement does not comply with these requirements and Subdivider does not cure the non-compliance within thirty (30) days after written notice from City (or Subdivider does not provide reasonable evidence of such cure within such period), or if the insurance is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Subdivider.

7. Subdivider agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Subdivider's general liability using ISO Forms CG 2010 07 04 and CG 2037 07 04 and "Following Form" umbrella liability policies. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage and policies are to have a "cancellation endorsement" to the same effect. Subdivider agrees to provide copies of any endorsements modifying coverage in any way upon request from City.

8. Subdivider shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least five (5)

business days prior to the expiration of the coverages.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

10. Subdivider agrees to require all subcontractors or other parties hired for this project to purchase and maintain insurance for general liability (minimum limit \$1,000,000 per occurrence), automobile liability (\$1,000,000 per accident) and workers' compensation (statutory benefits). If an owner controlled insurance policy ("wrap") is purchased, this requirement is automatically satisfied. Prior to the issuance of the Certificate of Completion, Subdivider shall provide the City with copies of all insurance policies, certificates and endorsements related.

11. Subdivider agrees to monitor and review all coverage required by subparagraph 9 above and assumes all responsibility for ensuring that such coverage is provided as required here. Subdivider agrees to obtain certificates evidencing such coverage. Subdivider agrees that upon request, all agreements with subcontractors or others with whom Subdivider contracts with on behalf of City, and all certificates of insurance obtained in compliance with this paragraph will be submitted to City for review. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

12. Subdivider agrees to require that no contract used by any general contractor or subcontractor, or contracts Subdivider enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement.

13. Where appropriate (such as in the case of automobile insurance coverages), coverage will not be limited to the specific location designated as the Property.

14. Subdivider agrees to provide notice to City of any claim or loss against Subdivider that includes City or the City of Seaside as a defendant promptly after Subdivider receives written notice or obtains knowledge thereof City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City. City agrees to provide similar notice to Subdivider of any such claims it is notified of respecting the Property.

15. Subdivider agrees not to attempt to avoid its defense and indemnity obligations to City, and their employees, agents, officials and servants by using as a defense Subdivider's statutory immunity under workers' compensation and similar statutes.

16. Subdivider agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Subdivider and City or between City and any other insured or Named Insured under the policy, or between City and any Party associated with City or its employees.

17. If Subdivider or any contractor or subcontractor is a Limited Liability Company, general liability coverage must apply so that the Limited Liability Company and its Managers, Members, Affiliates, and their employees are insureds.

18. Subdivider shall require General Contractor to maintain commercial general liability, and if necessary, commercial umbrella liability insurance with a limit of not less than Ten Million Dollars (\$10,000,000.00) for each occurrence for at least three years following substantial completion of the work.

19. Subdivider agrees to obtain and provide to City evidence of professional liability coverage for Architects, Engineers or other design professionals working on the Project. The limit of liability required is subject to City approval, but in no event to be less than \$1 million per claim and in the aggregate, and Subdivider shall use reasonable efforts to require and cause such professionals to maintain coverage such coverage with respect to each occurrence for at least three years following substantial completion of the work and, in the event Subdivider is unable to do so, Subdivider shall promptly inform the City of the scope of such efforts and the reasons that it was unable to do so. If Subdivider requests that the City approve a lower limit for any particular design professional Subdivider seeks to employ on the Project, City will evaluate each such request based on City's perception of liability exposure associated with the work that would be performed by that design professional.

20. To the extent a particular coverage or policy form or specification is not reasonably available from Subdivider's insurer or would result in an additional premium that is extraordinary or unreasonably disproportionate to the premium for the policy as a whole, then Subdivider shall provide substantially similar coverage reasonably acceptable to City for which the cost is not extraordinary or unreasonably disproportionate.

9. OWNERSHIP OF THE IMPROVEMENTS

A. Ownership of all or any category of the Improvements constructed and installed by the Subdivider pursuant to this Agreement and shown on the Map to be dedicated to the public shall vest, as applicable, in the City (or other specified governmental agency) upon acceptance of said Improvements by the City Council (or other specified governmental agency) and recordation of a Notice of Completion.

B. The Subdivider shall at all times prior to the acceptance of the Improvements by the City, give good and adequate warning to the public of each and every

dangerous and defective condition caused by the construction of the Improvements and shall take all steps necessary to protect the public from such dangerous or defective conditions. The Subdivider agrees and understands that until acceptance of the Improvements by the City, each Improvement and Improvement area that is offered for dedication shall be under the charge of the Subdivider, and the Subdivider may close all or a portion of any street or area whenever necessary to protect the public during the construction of the Improvements.

10. PREPARATION AND RECORDATION OF CC&RS

A. The Subdivider shall establish a Homeowners Association for the residential areas of the Project and to pay all costs associated with the creation of the associations;

B. The Subdivider shall prepare and record Covenants, Conditions, and Restrictions (CC&Rs) which obligate each homeowners association to provide formaintenance of the shared facilities, improvements, and landscaping within the boundaries of the associations in perpetuity. The CC&Rs shall be recorded concurrently with the Final Map. The CC&Rs shall describe the homeowner's association and the City's responsibilities and rights, and shall be subject to the approval of the City prior to recordation. The CC&Rs for each homeowners association shall require the homeowners associations to prepare and submit to the City Manager or his or her designee every three years, a copy of a capital assessment and reserve study, comparable to that required for a condominium association under state law, showing the amount of money reserved for future anticipated maintenance and replacement expenses of the Association, so as to allow the City to monitor the financial viability of the homeowner's association and its ability to properly fund and maintain the improvements owned by that homeowners association. The CC&Rs shall include provisions that if the City determines that the association has ceased to exist, has ceased to maintain the association's property at a level acceptable to the City, as determined by the City's Public Works Director, or has failed to maintain the property consistent with the terms of the CC&Rs or these ProjectConditions, that the City shall have the right to fund the necessary maintenance activities through the formation of an assessment district or by the forfeiture of association funds to the City; and

C. The Subdivider shall implement applicable provisions of the Mitigation Monitoring and Reporting Program.

11. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Subject to any time extensions granted in accordance with Section 4, failure to complete construction and installation of the Improvements or any of them by the completion date set forth above in the Subdivision Reference Data;

2. Failure to promptly correct or cure any defect in the Improvements or any of them during the one-year guarantee and warranty period as required by Section 3.A or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Subdivider of written notice

that such defect exists;

3. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work of the Improvements or any of them, after commencement of work on same, for a period of thirty (30) days after Subdivider's receipt of written notice thereof from the City;

4. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;

5. Commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance by the Subdivider in lieu or in avoidance of foreclosure, within thirty (30) days after receipt by Subdivider of written notice thereof from the City; or

6. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Subdivider of written notice thereof from the City.

B. City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, after written notice to Subdivider and a reasonable opportunity for Subdivider to cure any such alleged default, to draw upon or utilize any improvement security furnished hereunder to complete the Improvements or otherwise mitigate City's damages in the event of Subdivider's default.

C. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may serve written notice of any such default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within ten (10) days after service of such notice of default, does not give the City written notice of its intention to perform this Agreement, or does not commence such performance within thirty (30) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the Estimated Total Costs and improvement security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

E. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to such entry by the City and its representatives, including contractors, upon any real property in the Subdivision owned by Subdivider or by any assignee of this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Subdivider's default.

F. Subdivider acknowledges and agrees that, upon approval of the Final Map for the Subdivision, City will confer substantial rights upon the Subdivider, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Subdivider's failure to perform its obligations under this Agreement, which failure is not promptly remedied by sureties or by Subdivider.

G. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

H. If City sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, Subdivider agrees to pay all attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if Subdivider subsequently resumes and completes the work.

12. RELATIONSHIP OF THE PARTIES

Neither Subdivider, nor any of Subdivider's contractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

13. ASSIGNMENT

A. Subdivider shall not assign this Agreement, or any portion thereof without the prior written consent of the City. Any attempted or purported assignment in violation of this subparagraph A shall be null and void and shall have no force or effect.

B. The sale or other disposition of the Subdivision shall not relieve Subdivider of its obligations hereunder. If Subdivider intends to sell the Subdivision, or any portion thereof, to any other person or entity, the Subdivider may request a novation of this Agreement and a substitution of improvement security. Upon the City's approval of the novation and substitution of improvement security, the Subdivider may request a release or reduction of the improvement security furnished pursuant to this Agreement.

14. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the City: Nisha Patel, P.E

City Engineer/Public Works Director
City of Seaside
440 Harcourt Avenue
Seaside, California 93955

If to the Subdivider:

To the address set forth above in the Subdivision Reference Data, or to such other address as may subsequently be designated in written notice to the City.

Notice shall be effective on the date that it is delivered in person, or, if mailed, three (3) days after the date of deposit in the United States Mail.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

16. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

The Subdivision Reference Data, the Recitals and Schedule A are incorporated into this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

18. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City. The City shall insert the effective date in the Subdivision Reference Data in all counterparts of this Agreement and shall transmit a fully executed counterpart to the Subdivider.

SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]		"SUBDIVIDER" _____ (Type or print exact name of person or business entity)
		By: _____ (Signature of authorized officer)
		_____ (Type or print name or authorized officer)
		_____ (Title of authorized officer)
		Date: _____

- Signatures continue on next page -

“CITY”		CITY OF SEASIDE _____ CITY MANAGER
ATTEST: _____ (SEAL) CITY CLERK		
Approved as to form: _____ CITY ATTORNEY		_____

[This page for acknowledgements]

Schedule A



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

January 11, 2022
Project No.: 1057.10

ENGINEER'S BOND ESTIMATE
CITY OF SEASIDE
THE ENCLAVE - PHASE 2A (15 Lots)
SEASIDE, CALIFORNIA

Item Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>				
1 Street Fine Grading	66,000	SF	\$ 0.70	\$ 46,200
2 3" HMA (Type A, Tl=5)	870	TONS	\$ 120.00	\$ 104,400
3 9" AB (Class II, Tl=5)	2,620	TONS	\$ 27.00	\$ 70,740
4 Conform to Existing Street	2	EA	\$ 1,000.00	\$ 2,000
5 Rolled Curb & Gutter	3,860	LF	\$ 25.00	\$ 96,500
6 Vertical Curb and Gutter	140	LF	\$ 25.00	\$ 3,500
7 Vertical Curb	360	LF	\$ 20.00	\$ 7,200
8 V-Gutter	80	LF	\$ 30.00	\$ 2,400
9 Pavers (Parking Area and Cart Crossing)	3,330	SF	\$ 10.00	\$ 33,300
10 Cart Path Realignment	1,500	SF	\$ 8.00	\$ 12,000
11 Street Centerline Monuments	9	EA	\$ 750.00	\$ 6,750
Subtotal Street Work				\$ 384,990
<u>STORM DRAIN</u>				
1 Catch Basin Bottoms	2	EA	\$ 2,000.00	\$ 4,000
2 Curb Inlet Tops	2	EA	\$ 1,000.00	\$ 2,000
3 Hydro International First Defense Unit	1	EA	\$ 15,000.00	\$ 15,000
4 MC-4500 Stormtech Infiltration Chambers	34,370	CF	\$ 12.00	\$ 412,440
5 12" HDPE Storm Drain Pipe	480	LF	\$ 45.00	\$ 21,600
Subtotal Storm Drain				\$ 455,040
SUBTOTAL CONSTRUCTION COST				\$ 840,030
10% CONTINGENCY				\$ 84,003
TOTAL ESTIMATED CONSTRUCTION COST (to nearest \$1,000)				\$ 925,000

Schedule A



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

January 11, 2022
Project No.: 1057.11

ENGINEER'S BOND ESTIMATE
CITY OF SEASIDE
THE ENCLAVE - PHASE 2B (12 Lots)
SEASIDE, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Street Fine Grading	39,700	SF	\$ 0.70	\$ 27,790
2	3" HMA (Type A, Tl=5)	450	TONS	\$ 120.00	\$ 54,000
3	9" AB (Class II, Tl=5)	1,340	TONS	\$ 27.00	\$ 36,180
4	Concrete Apron	120	SF	\$ 8.00	\$ 960
5	Conform to Existing Street	1	EA	\$ 1,000.00	\$ 1,000
6	Rolled Curb & Gutter	1,660	LF	\$ 25.00	\$ 41,500
7	Vertical Curb	250	LF	\$ 20.00	\$ 5,000
8	Vertical Curb and Gutter	180	LF	\$ 25.00	\$ 4,500
9	V-Gutter	100	LF	\$ 30.00	\$ 3,000
10	Pavers (Parking Area)	1,760	SF	\$ 10.00	\$ 17,600
11	Street Centerline Monuments	3	EA	\$ 750.00	\$ 2,250
Subtotal Street Work					\$ 193,780
<u>STORM DRAIN</u>					
1	Catch Basin Bottoms	2	EA	\$ 2,000.00	\$ 4,000
2	Curb Inlet Tops	2	EA	\$ 1,000.00	\$ 2,000
3	Storm Drain Manhole	1	EA	\$ 5,000.00	\$ 5,000
4	Hydro International First Defense Unit	1	EA	\$ 15,000.00	\$ 15,000
5	MC-4500 Stormtech Infiltration Chambers	11,250	CF	\$ 12.00	\$ 135,000
6	12" HDPE Storm Drain Pipe	290	LF	\$ 45.00	\$ 13,050
Subtotal Storm Drain					\$ 174,050
SUBTOTAL CONSTRUCTION COST					\$ 367,830
10% CONTINGENCY					\$ 36,783
TOTAL ESTIMATED CONSTRUCTION COST (to nearest \$1,000)					\$ 405,000

CITY OF SEASIDE
FAITHFUL PERFORMANCE BOND

(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____,
(hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Seaside, a municipal corporation ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof certain designated public improvements generally identified as follows:

_____; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and as Surety, are held and firmly bound unto the City in the penal sum of

_____ Dollars
(\$ _____), lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

(Type name of Principal)

(Street Address)

(City) (State) (Zip)

By: _____
(Signature of authorized officer)

(Title of officer)

Date: _____

"SURETY"

(Type name of Surety

(Street Address)

(City) (State) (Zip)

By: _____
(Signature of authorized officer)

(Title of officer)

Date: _____

APPROVED:

City Attorney

CITY OF SEASIDE

PAYMENT BOND

(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____,

(hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Seaside, a municipal corporation ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows:

_____;

and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and _____, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said agreement and referred to in the above-referenced Civil Code and Government Code in the sum of _____ Dollars (\$_____) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit

of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

(Type name of Principal)

(Street Address)

(City) (State) (Zip)

By: _____
(Signature of authorized officer)

(Title of officer)

Date: _____

"SURETY"

(Type name of Surety

(Street Address)

(City) (State) (Zip)

By: _____
(Signature of authorized officer)

(Title of officer)

Date: _____

APPROVED:

City Attorney

CITY OF SEASIDE

PAYMENT BOND

(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____,

(hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Seaside, a municipal corporation ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows:

_____;

and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good sufficient warranty bond, or other approved security, to guarantee and warrant the work of Improvements for a period of one year following completion and acceptance thereof against any defective work or labor done, or defective materials furnished and provided by Government Code Section 66499.3 (d);

NOW, THEREFORE, the Principal designated above, and _____, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in said Government Code in the sum of _____ Dollars (\$_____), to guarantee and warrant the work of the Improvements against any defective work or labor done, or defective materials furnished; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Should the condition of this bond be fully performed, then this obligationshall become null and void, otherwise it shall be and remain *in* full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

(Type name of Principal)

(Street Address)

(City) (State) (Zip)

By: _____
(Signature of authorized officer)

(Title of officer)

Date: _____

"SURETY"

(Type name of Surety

(Street Address)

(City) (State) (Zip)

By: _____
(Signature of authorized officer)

(Title of officer)

Date: _____

APPROVED:

City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: January 20, 2022

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FACILITY USE AGREEMENT WITH SEASIDE PONY BASEBALL AND SOFTBALL FOR THE 2022 SEASON AND AUTHORIZE WAIVING \$11,233.05 A MONTH IN FEES.

RECOMMENDATION

Adopt a resolution to approve the Facility Use Agreement with Seaside Pony Baseball and Softball for the use of Soper, Rubio, and Cutino baseball fields for the 2022 season, including the fee waiver for field use and lighting fees.

BACKGROUND

Seaside Pony Baseball & Softball was established in 2001 and has used City operated baseball fields with waived fees since its inception. The previous field use agreement, which covered the 2021 season, expired in August of 2021. The agreement includes provisions that Seaside Pony Baseball and Softball will perform "in lieu" services to help offset the revenues from field use fees that are not collected from Seaside Pony Baseball and Softball. The "in lieu" work includes daily field preparation, minor field maintenance at each field, addition of cinder mix to fields when needed, and trash/recycle pick up and disposal.

The Recreation Department received a request from Seaside Pony Baseball and Softball, dated December 14, 2021, for a facility use agreement and a fee waiver for field use, BBQ area use, and lighting fees. For the use of Soper, Rubio and Cutino fields for their 2022 season.

In addition to field use rental fees, there are "hard costs" associated with the maintenance of the fields and associated buildings. These costs are included in the fees for field use. However, if the field use fees are waived, the hard costs that the City

incurs need to be considered. City personnel are required to open and close restrooms at Soper, Rubio, and Cutino fields. The opening of the restrooms during the week is done during regular hours, and custodial staff close the restrooms on weeknights, and open/close them on the weekends. In addition, there is also the cost of cleaning supplies and the time it takes for staff to clean the restrooms at each of the fields. During the season there is also increased activity at each of the locations, which equates to more supplies being used on a daily basis.

FISCAL IMPACT

The fees waived under the Field Use Agreement would be as follows if Seaside Pony starts on the estimated start date of February 5, 2022.

Proposed fee waiver fees.

Estimated fees for Soper field usage - \$15,454.50

Estimated fees for Cutino field usage - \$9,802.00

Estimated fees for Metz/Rubio field usage - \$17,777.00

Estimated fees for light usage for Soper & Cutino - \$10,560.00

Estimated fees for BBQ area during tournaments at Soper - \$2,568.00

Total - \$56,161.50

Estimated "hard costs"

Staff hours for all three fields - \$8,970.00

Restroom Supplies - \$13,500.00

Total - \$22,470.00

Total Fee Waiver - \$78,631.50

The estimated cost of "in lieu" services that Pony provides is between \$10,000-\$15,000. This is for volunteer hours for field maintenance and the materials associated with the maintenance, such as cinder mix, clay..etc.

It is recommended that the City Council approve the Field Use Agreement with Pony Baseball and Softball for the 2022 season.

ATTACHMENTS

1. Fees_Pony2022
 2. Seaside Pony Baseball Field Use Application Cutino Park 2022 cutino dates
 3. Seaside Pony Baseball Field Use Application Soper Field 2022 1
 4. Seaside Pony Baseball Field Use Application Rubio-Metz Park 2022
 5. 2022_Pony_Facility_USE AGREEMENT
 6. Pony Resolution 2022
 7. 2022_Pony_Facility_USE AGREEMENT
-

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting City Manager

SEASIDE PONY
2022 FIELD USAGE CALCULATIONS

BASED ON PREVIOUS PONY USAGE											
	Metz		Soper					Cutino			
2022 PONY FIELD USAGE REQUESTED DATES Monday-Saturday	3 hours per weekday till Day Light Savings begins then 4 hours per weekday		SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 3pm-5:30pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. There are 8 dates that are unavailable due to Seaside High using Soper.					2 hours per day 4pm-6pm on Tues/Thur and on Mon/Wed 4hours 4-8pm, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Tuesdays & Thursdays are unavailable starting June 14th for JR Giants.			
	4	hrs			4hrs field usage						
Days	Field Usage Fee (weekends all day weekdays per hour)	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total
Saturday, February 5, 2022	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00				\$0.00
Monday, February 7, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Tuesday, February 8, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$58.00			\$58.00
Wednesday, February 9, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Thursday, February 10, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$58.00			\$58.00
Friday, February 11, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50				\$0.00
Saturday, February 12, 2022	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00	\$116.00	3	\$32.50	\$213.50
Monday, February 14, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Tuesday, February 15, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$58.00			\$58.00
Wednesday, February 16, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Thursday, February 17, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$58.00			\$58.00
Friday, February 18, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50				\$0.00
Saturday, February 19, 2022	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00	\$116.00	3	\$32.50	\$213.50
Monday, February 21, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$58.00			\$58.00
Tuesday, February 22, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$58.00			\$58.00
Wednesday, February 23, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Thursday, February 24, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$58.00			\$58.00
Friday, February 25, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$58.00			\$58.00
Saturday, February 26, 2022	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00	\$116.00	3	\$32.50	\$213.50

SEASIDE PONY
2022 FIELD USAGE CALCULATIONS

BASED ON PREVIOUS PONY USAGE											
	Metz		Soper					Cutino			
2022 PONY FIELD USAGE REQUESTED DATES Monday-Saturday	3 hours per weekday till Day Light Savings begins then 4 hours per weekday		SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 3pm-5:30pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. There are 8 dates that are unavailable due to Seaside High using Soper.					2 hours per day 4pm-6pm on Tues/Thur and on Mon/Wed 4hours 4-8pm, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Tuesdays & Thursdays are unavailable starting June 14th for JR Giants.			
	4	hrs	4hrs field usage								
Days	Field Usage Fee (weekends all day weekdays per hour)	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total
Monday, February 28, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Tuesday, March 1, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$58.00			\$58.00
Wednesday, March 2, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Thursday, March 3, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$58.00			\$58.00
Friday, March 4, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50				\$0.00
Saturday, March 5, 2022	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00	\$116.00	3	\$32.50	\$213.50
Monday, March 7, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Tuesday, March 8, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$58.00			\$58.00
Wednesday, March 9, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Thursday, March 10, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$58.00			\$58.00
Friday, March 11, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50				\$0.00
Saturday, March 12, 2022	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00	\$116.00	3	\$32.50	\$213.50
Monday, March 14, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Tuesday, March 15, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$58.00			\$58.00
Wednesday, March 16, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Thursday, March 17, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$58.00			\$58.00
Friday, March 18, 2022	\$87.00	\$87.00	N/A SHS	N/A SHS	N/A SHS	N/A SHS	N/A SHS				\$0.00
Saturday, March 19, 2022	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00	\$116.00	3	\$32.50	\$213.50
Monday, March 21, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Tuesday, March 22, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$58.00			\$58.00

SEASIDE PONY
2022 FIELD USAGE CALCULATIONS

BASED ON PREVIOUS PONY USAGE											
	Metz		Soper					Cutino			
2022 PONY FIELD USAGE REQUESTED DATES Monday-Saturday	3 hours per weekday till Day Light Savings begins then 4 hours per weekday		SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 3pm-5:30pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. There are 8 dates that are unavailable due to Seaside High using Soper.					2 hours per day 4pm-6pm on Tues/Thur and on Mon/Wed 4hours 4-8pm, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Tuesdays & Thursdays are unavailable starting June 14th for JR Giants.			
	4	hrs	4hrs field usage								
Days	Field Usage Fee (weekends all day weekdays per hour)	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total
Wednesday, March 23, 2022	\$87.00	\$87.00	N/A SHS	N/A SHS	N/A SHS	N/A SHS	N/A SHS	\$116.00	2	\$32.50	\$181.00
Thursday, March 24, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50	\$58.00			\$58.00
Friday, March 25, 2022	\$87.00	\$87.00	\$72.50	2		\$32.50	\$137.50				\$0.00
Saturday, March 26, 2022	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00	\$116.00	3	\$31.00	\$209.00
Monday, March 28, 2022	\$116.00	\$116.00	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Tuesday, March 29, 2022	\$116.00	\$116.00	\$72.50	2		\$32.50	\$137.50	\$58.00			\$58.00
Wednesday, March 30, 2022	\$116.00	\$116.00	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Thursday, March 31, 2022	\$116.00	\$116.00	N/A SHS	N/A SHS	N/A SHS	N/A SHS	N/A SHS	\$58.00			\$58.00
Friday, April 1, 2022	\$116.00	\$116.00	\$72.50	2		\$32.50	\$137.50				\$0.00
Saturday, April 2, 2022	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00	\$116.00	3	\$31.00	\$209.00
Monday, April 4, 2022	\$116.00	\$116.00	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Tuesday, April 5, 2022	\$116.00	\$116.00	\$72.50	2		\$32.50	\$137.50	\$58.00			\$58.00
Wednesday, April 6, 2022	\$116.00	\$116.00	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Thursday, April 7, 2022	\$116.00	\$116.00	\$72.50	2		\$32.50	\$137.50	\$58.00			\$58.00
Friday, April 8, 2022	\$116.00	\$116.00	N/A SHS	N/A SHS	N/A SHS	N/A SHS	N/A SHS				\$0.00
Saturday, April 9, 2022	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00	\$116.00	2	\$31.00	\$178.00
Monday, April 11, 2022	\$116.00	\$116.00	\$72.50	2		\$31.00	\$134.50	\$116.00	2	\$32.50	\$181.00
Tuesday, April 12, 2022	\$116.00	\$116.00	N/A SHS	N/A SHS	N/A SHS	N/A SHS	N/A SHS	\$58.00			\$58.00
Wednesday, April 13, 2022	\$116.00	\$116.00	\$72.50	2				\$116.00	2	\$32.50	\$181.00
Thursday, April 14, 2022	\$116.00	\$116.00	\$72.50	2		\$31.00	\$134.50	\$58.00			\$58.00

SEASIDE PONY
2022 FIELD USAGE CALCULATIONS

BASED ON PREVIOUS PONY USAGE											
	Metz		Soper					Cutino			
2022 PONY FIELD USAGE REQUESTED DATES Monday-Saturday	3 hours per weekday till Day Light Savings begins then 4 hours per weekday		SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 3pm-5:30pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. There are 8 dates that are unavailable due to Seaside High using Soper.					2 hours per day 4pm-6pm on Tues/Thur and on Mon/Wed 4hours 4-8pm, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Tuesdays & Thursdays are unavailable starting June 14th for JR Giants.			
	4	hrs	4hrs field usage								
Days	Field Usage Fee (weekends all day weekdays per hour)	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total
Friday, April 15, 2022	\$116.00	\$116.00	\$72.50	2		\$31.00	\$134.50				\$0.00
Saturday, April 16, 2022	\$212.00	\$212.00	\$212.00	2		\$31.00	\$274.00	\$116.00	2	\$31.00	\$178.00
Monday, April 18, 2022	\$116.00	\$116.00	\$72.50	2		\$31.00	\$134.50	\$116.00	2	\$32.50	\$181.00
Tuesday, April 19, 2022	\$116.00	\$116.00	\$72.50	2		\$31.00	\$134.50	\$58.00			\$58.00
Wednesday, April 20, 2022	\$116.00	\$116.00	\$72.50	2		\$31.00	\$134.50	\$116.00	2	\$32.50	\$181.00
Thursday, April 21, 2022	\$116.00	\$116.00	\$72.50	2		\$31.00	\$134.50	\$58.00			\$58.00
Friday, April 22, 2022	\$116.00	\$116.00	\$72.50	2							\$0.00
Saturday, April 23, 2022	\$212.00	\$212.00	\$212.00	2		\$31.00	\$274.00	\$116.00	2	\$31.00	\$178.00
Monday, April 25, 2022	\$116.00	\$116.00	\$72.50	2		\$31.00	\$134.50	\$116.00	2	\$32.50	\$181.00
Tuesday, April 26, 2022	\$116.00	\$116.00	\$72.50	2		\$31.00	\$134.50	\$58.00			\$58.00
Wednesday, April 27, 2022	\$116.00	\$116.00	N/A SHS	N/A SHS	N/A SHS	N/A SHS	N/A SHS	\$116.00	2	\$32.50	\$181.00
Thursday, April 28, 2022	\$116.00	\$116.00	\$72.50	2				\$58.00			\$58.00
Friday, April 29, 2022	\$116.00	\$116.00	N/A SHS	N/A SHS	N/A SHS	N/A SHS	N/A SHS				\$0.00
Saturday, April 30, 2022	\$212.00	\$212.00	\$212.00	2			\$212.00	\$116.00	2	\$31.00	\$178.00
Monday, May 2, 2022	\$116.00	\$116.00	\$72.50	2				\$116.00	2	\$32.50	\$181.00
Tuesday, May 3, 2022	\$116.00	\$116.00	\$72.50	2		\$31.00	\$134.50	\$58.00			\$58.00
Wednesday, May 4, 2022	\$116.00	\$116.00	\$72.50	2		\$31.00	\$134.50	\$116.00	2	\$32.50	\$181.00
Thursday, May 5, 2022	\$116.00	\$116.00	\$72.50	2		\$31.00	\$134.50	\$58.00			\$58.00
Friday, May 6, 2022	\$116.00	\$116.00	\$72.50	2							\$0.00
Saturday, May 7, 2022	\$212.00	\$212.00	\$212.00	2			\$212.00	\$116.00	2	\$31.00	\$178.00

SEASIDE PONY
2022 FIELD USAGE CALCULATIONS

BASED ON PREVIOUS PONY USAGE											
	Metz		Soper					Cutino			
2022 PONY FIELD USAGE REQUESTED DATES Monday-Saturday	3 hours per weekday till Day Light Savings begins then 4 hours per weekday		SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 3pm-5:30pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. There are 8 dates that are unavailable due to Seaside High using Soper.					2 hours per day 4pm-6pm on Tues/Thur and on Mon/Wed 4hours 4-8pm, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Tuesdays & Thursdays are unavailable starting June 14th for JR Giants.			
	4	hrs	4hrs field usage								
Days	Field Usage Fee (weekends all day weekdays per hour)	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total
Monday, May 9, 2022	\$116.00	\$116.00	N/A SHS	N/A SHS	N/A SHS	N/A SHS	N/A SHS	\$116.00	2	\$32.50	\$181.00
Tuesday, May 10, 2022	\$116.00	\$116.00	\$72.50	2				\$58.00			\$58.00
Wednesday, May 11, 2022	\$116.00	\$116.00	\$72.50	2		\$31.00	\$134.50	\$116.00	2	\$32.50	\$181.00
Thursday, May 12, 2022	\$116.00	\$116.00	\$72.50	2		\$31.00	\$134.50	\$58.00			\$58.00
Friday, May 13, 2022	\$116.00	\$116.00	\$72.50	2		\$31.00	\$134.50				\$0.00
Saturday, May 14, 2022	\$212.00	\$212.00	\$212.00	2		\$31.00	\$274.00	\$116.00	2	\$31.00	\$178.00
Monday, May 16, 2022	\$116.00	\$116.00	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Tuesday, May 17, 2022	\$116.00	\$116.00	\$72.50	2		\$32.50	\$137.50	\$58.00			\$58.00
Wednesday, May 18, 2022	\$116.00	\$116.00	\$72.50	2		\$32.50	\$137.50	\$116.00	2	\$32.50	\$181.00
Thursday, May 19, 2022	\$116.00	\$116.00	\$72.50	2		\$32.50	\$137.50	\$58.00			\$58.00
Friday, May 20, 2022	\$116.00	\$116.00	\$72.50	2		\$32.50	\$137.50				\$0.00
Saturday, May 21, 2022	\$212.00	\$212.00	\$212.00	2		\$32.50	\$277.00	\$116.00	2	\$31.00	\$178.00
Monday, May 23, 2022	\$116.00	\$116.00	\$72.50	2		\$31.00	\$134.50	\$116.00	2	\$32.50	\$181.00
Tuesday, May 24, 2022	\$116.00	\$116.00	\$72.50	2		\$31.00	\$134.50	\$58.00			\$58.00
Wednesday, May 25, 2022	\$116.00	\$116.00	\$72.50	2		\$31.00	\$134.50	\$116.00	2	\$32.50	\$181.00
Thursday, May 26, 2022	\$116.00	\$116.00	\$72.50	2				\$58.00			\$58.00
Friday, May 27, 2022	\$116.00	\$116.00	\$72.50	2		\$31.00	\$134.50				\$0.00
Wednesday, May 25, 2022	\$212.00	\$212.00	\$212.00	2	\$107.00	\$31.00	\$274.00	\$116.00	2	\$31.00	\$178.00
Sunday, May 29, 2022	\$212.00	\$212.00	\$212.00	2	\$107.00	\$31.00	\$274.00				
Monday, May 30, 2022	\$116.00	\$116.00	\$72.50	1	\$107.00	\$31.00	\$103.50	\$116.00	2	\$32.50	\$181.00

SEASIDE PONY
2022 FIELD USAGE CALCULATIONS

BASED ON PREVIOUS PONY USAGE											
	Metz		Soper					Cutino			
2022 PONY FIELD USAGE REQUESTED DATES Monday-Saturday	3 hours per weekday till Day Light Savings begins then 4 hours per weekday		SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 3pm-5:30pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. There are 8 dates that are unavailable due to Seaside High using Soper.					2 hours per day 4pm-6pm on Tues/Thur and on Mon/Wed 4hours 4-8pm, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Tuesdays & Thursdays are unavailable starting June 14th for JR Giants.			
	4	hrs			4hrs field usage						
Days	Field Usage Fee (weekends all day weekdays per hour)	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total
Tuesday, May 31, 2022	\$116.00	\$116.00	\$72.50	1		\$32.50	\$105.00	\$58.00			\$58.00
Wednesday, June 1, 2022	\$116.00	\$116.00	\$72.50	1		\$32.50	\$105.00	\$116.00	2	\$32.50	\$181.00
Thursday, June 2, 2022	\$116.00	\$116.00	\$72.50	1		\$32.50	\$105.00	\$58.00			\$58.00
Friday, June 3, 2022	\$116.00	\$116.00	\$72.50	1		\$32.50	\$105.00				\$0.00
Saturday, June 4, 2022	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$31.00	\$178.00
							\$0.00				
Monday, June 6, 2022	\$116.00	\$116.00	\$110.00	1		\$32.50	\$142.50	\$116.00	2	\$32.50	\$181.00
Tuesday, June 7, 2022	\$116.00	\$116.00	\$110.00	1		\$32.50	\$142.50	\$58.00			\$58.00
Wednesday, June 8, 2022	\$116.00	\$116.00	\$110.00	1		\$32.50	\$142.50	\$116.00	2	\$32.50	\$181.00
Thursday, June 9, 2022	\$116.00	\$116.00	\$110.00	1		\$32.50	\$142.50	\$58.00			\$58.00
Friday, June 10, 2022	\$116.00	\$116.00	\$110.00	1		\$32.50	\$142.50				\$0.00
Saturday, June 11, 2022	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50	\$116.00	2	\$31.00	\$178.00
Sunday, June 12, 2022	\$212.00	\$212.00	\$212.00	1		\$32.50	\$244.50				
Monday, June 13, 2022	\$116.00	\$116.00	\$110.00	1		\$32.50	\$142.50	\$58.00			\$58.00
Tuesday, June 14, 2022	\$116.00	\$116.00	\$110.00	1		\$32.50	\$142.50	N/A	N/A	N/A	N/A
Wednesday, June 15, 2022	\$116.00	\$116.00	\$110.00	1		\$32.50	\$142.50	\$116.00	1	\$32.50	\$148.50
Thursday, June 16, 2022	\$116.00	\$116.00	\$110.00	1	\$107.00	\$32.50	\$142.50	N/A	N/A	N/A	N/A
Friday, June 17, 2022	\$116.00	\$116.00	\$110.00	1	\$107.00	\$32.50	\$142.50				\$0.00
Saturday, June 18, 2022	\$212.00	\$212.00	\$212.00	1	\$107.00	\$32.50	\$244.50	\$116.00	1	\$31.00	\$147.00
Sunday, June 19, 2022	\$212.00	\$212.00	\$212.00	1	\$107.00	\$31.00	\$243.00				
Monday, June 20, 2022	\$116.00	\$116.00	\$110.00	1		\$31.00	\$141.00	\$58.00			\$58.00
Tuesday, June 21, 2022	\$116.00	\$116.00	\$110.00	1		\$31.00	\$141.00	N/A	N/A	N/A	N/A
Wednesday, June 22, 2022	\$116.00	\$116.00	\$110.00	1		\$31.00	\$141.00	\$116.00	1	\$32.50	\$148.50

SEASIDE PONY
2022 FIELD USAGE CALCULATIONS

BASED ON PREVIOUS PONY USAGE											
	Metz		Soper					Cutino			
2022 PONY FIELD USAGE REQUESTED DATES Monday-Saturday	3 hours per weekday till Day Light Savings begins then 4 hours per weekday		SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 3pm-5:30pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. There are 8 dates that are unavailable due to Seaside High using Soper.					2 hours per day 4pm-6pm on Tues/Thur and on Mon/Wed 4hours 4-8pm, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Tuesdays & Thursdays are unavailable starting June 14th for JR Giants.			
	4	hrs			4hrs field usage						
Days	Field Usage Fee (weekends all day weekdays per hour)	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total
Thursday, June 23, 2022	\$116.00	\$116.00	\$110.00	1		\$31.00	\$141.00	N/A	N/A	N/A	N/A
Friday, June 24, 2022	\$116.00	\$116.00	\$110.00	1	\$107.00	\$31.00	\$141.00				\$0.00
Saturday, June 25, 2022	\$212.00	\$212.00	\$212.00	1	\$107.00	\$31.00	\$243.00	\$116.00	1	\$31.00	\$147.00
Sunday, June 26, 2022	\$212.00	\$212.00	\$212.00	1	\$107.00	\$31.00	\$243.00				
Monday, June 27, 2022	\$116.00	\$116.00	\$110.00	1	\$107.00	\$31.00	\$141.00	\$58.00			\$58.00
Tuesday, June 28, 2022	\$116.00	\$116.00	\$110.00	1	\$107.00	\$31.00	\$141.00	N/A	N/A	N/A	N/A
Wednesday, June 29, 2022	\$116.00	\$116.00	\$110.00	1	\$107.00	\$31.00	\$141.00	\$116.00	1	\$32.50	\$148.50
Thursday, June 30, 2022	\$116.00	\$116.00	\$110.00	1	\$107.00	\$31.00	\$141.00	N/A	N/A	N/A	N/A
Friday, July 1, 2022	\$116.00	\$116.00	\$110.00	1	\$107.00	\$31.00	\$141.00				\$0.00
Saturday, July 2, 2022	\$212.00	\$212.00	\$212.00	1	\$107.00	\$31.00	\$243.00	\$116.00	1	\$31.00	\$147.00
Sunday, July 3, 2022	\$212.00	\$212.00	\$212.00	1	\$107.00	\$31.00	\$243.00				
Monday, July 4, 2022	\$116.00	\$116.00	\$110.00	1	\$107.00	\$31.00	\$141.00	\$58.00			\$58.00
Tuesday, July 5, 2022	\$116.00	\$116.00	\$110.00	1	\$107.00	\$31.00	\$141.00	N/A	N/A	N/A	N/A
Wednesday, July 6, 2022	\$116.00	\$116.00	\$110.00	1	\$107.00	\$31.00	\$141.00	\$116.00	1	\$32.50	\$148.50
Thursday, July 7, 2022	\$116.00	\$116.00	\$110.00	1	\$107.00	\$31.00	\$141.00	N/A	N/A	N/A	N/A
Friday, July 8, 2022	\$116.00	\$116.00	\$110.00	1	\$107.00	\$31.00	\$141.00				\$0.00
Saturday, July 9, 2022	\$212.00	\$212.00	\$212.00	1	\$107.00	\$31.00	\$243.00	\$116.00	1	\$31.00	\$147.00
Sunday, July 10, 2022	\$212.00	\$212.00	\$212.00	1	\$107.00	\$31.00	\$243.00				
Monday, July 11, 2022	\$116.00	\$116.00	\$110.00	1		\$31.00	\$141.00	\$58.00			\$58.00
Tuesday, July 12, 2022	\$116.00	\$116.00	\$110.00	1		\$31.00	\$141.00	N/A	N/A	N/A	N/A
Wednesday, July 13, 2022	\$116.00	\$116.00	\$110.00	1		\$31.00	\$141.00	\$116.00	1	\$32.50	\$148.50
Thursday, July 14, 2022	\$116.00	\$116.00	\$110.00	1		\$31.00	\$141.00	N/A	N/A	N/A	N/A
Friday, July 15, 2022	\$116.00	\$116.00	\$110.00	1		\$31.00	\$141.00				\$0.00

SEASIDE PONY
2022 FIELD USAGE CALCULATIONS

BASED ON PREVIOUS PONY USAGE											
	Metz		Soper					Cutino			
2022 PONY FIELD USAGE REQUESTED DATES Monday-Saturday	3 hours per weekday till Day Light Savings begins then 4 hours per weekday		SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 3pm-5:30pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. There are 8 dates that are unavailable due to Seaside High using Soper.					2 hours per day 4pm-6pm on Tues/Thur and on Mon/Wed 4hours 4-8pm, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Tuesdays & Thursdays are unavailable starting June 14th for JR Giants.			
	4	hrs	4hrs field usage								
Days	Field Usage Fee (weekends all day weekdays per hour)	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	BBQ Area Fee	Light Fee per hour	Total	Field Usage Fee (Saturday all day weekdays per hour)	Light Hours	Light Fee per hour	Total
Saturday, July 16, 2022	\$212.00	\$212.00	\$212.00	1		\$31.00	\$243.00	\$116.00	1	\$31.00	\$147.00
Sunday, July 17, 2022	\$212.00	\$212.00	\$212.00	1		\$31.00	\$243.00				
Monday, July 18, 2022											\$0.00
Tuesday, July 19, 2022											\$0.00
Wednesday, July 20, 2022											\$0.00
Thursday, July 21, 2022											\$0.00
Friday, July 22, 2022											\$0.00
Saturday, July 23, 2022											
Total - 144 days		\$17,777.00	\$15,454.50	228.00	\$2,568.00	\$6,840.00	\$21,412.00	\$9,802.00	124	\$3,720.00	\$13,785.50
Amount requesting to be waived											
FIELDS	FIELD FEE SPRING	FALL BALL	TOAL FIELD USE	LIGHTS FEE	BBQ Area Fee	Hard Cost staff hours	Hard Cost Restroom Supplies	TOTAL			
METZ	\$17,777.00	\$0.00	\$17,777.00	\$0.00	\$0.00	\$2,990.00	\$5,500.00	\$26,267.00			
SOPER	\$15,454.50	\$0.00	\$15,454.50	\$6,840.00	\$2,568.00	\$2,990.00	\$5,500.00	\$33,352.50			
CUTINO	\$9,802.00	\$0.00	\$9,802.00	\$3,720.00	\$0.00	\$2,990.00	\$2,500.00	\$13,522.00			
	\$43,033.50	\$0.00	\$43,033.50	\$10,560.00	\$2,568.00	\$8,970.00	\$13,500.00	\$78,631.50			



SEASIDE CALIFORNIA

Facility (Field) Use Application

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

Guidelines for Use of City Fields

1. No fee waivers or extensions will be issued over the counter. Established groups, such as Seaside Pony Baseball, Seaside Raiders and Seaside PAL shall submit fee waiver requests to the Resource Management Department. Resource Management staff will submit these requests to the City Council. All others shall apply to the Special Events Committee. Requests approved by the Committee will be submitted by Recreation and Community Development staff to Council for consideration.
2. A minimum of 30 days lead time is required for each request. This will allow staff sufficient time to prepare the staff report for submission to Council.
3. Requests shall include a complete list of the days, dates and hours requested for use of City fields. Requests shall include a listing of all services required, such as use of snack bar, field lights, additional staff, and additional field preparation, and other special needs.
4. Before the start of each season, each group shall submit a list of current board members, along with contact information. A single point of contact (the authorized representative) shall be designated, and this person shall be authorized to make decisions for the group. The group shall notify the City if the authorized representative changes. Requests to the City will be accepted only from the authorized representative.
5. Each group will enter into a Use Agreement with the City for use of the fields. Before the start of each season, City staff will meet with the authorized representative and interested board members to discuss the terms of the Use Agreement. Terms of the Use Agreement will be enforced.
6. Groups will not be given any keys to the snack bars, restrooms or fields until all conditions of the Use Agreement have been met (including proof of insurance, 401(c)3 status, etc.).
7. A deposit requirement of \$500 may be considered for the new season for each group requesting a fee waiver. Staff will document any instances of violations of the terms of the Use Agreement during the previous season. The deposit would cover the return of keys, cleanup of the fields, restrooms and snack bars. If collected, the deposit would be returned in full if all keys are returned and the fields, restrooms and snack bars have been kept in good condition during the season. Some or all of the deposit would be withheld if all keys are not returned or if the grounds have not been properly maintained. If the Police Department is called to the park during a time that the field has been reserved and the group is found to be in violation of City Code or there are any Health Department violations attributable to the group, the entire deposit would automatically be forfeited.
8. Groups are not allowed to charge the public for parking on City property at group events. If the group would like to solicit donations, they must obtain a no-fee permit in advance, in accordance with Chapter 5.28 (Charitable Solicitation), of the City Municipal Code.

Attachments:

1. Questionnaire
2. Field Use Application
3. Key Request *(to fill out with staff)*



**SEASIDE
CALIFORNIA**

Facility (Field) Use Application

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

1 - QUESTIONNAIRE

Date: 12/14/21

CONTACT INFORMATION:

Organization: Seaside Pony Baseball and Softball
Name: Jacob Ahrenstorff
Address: 2093 Waring St. City: Seaside State: CA
Phone: 831-521-4953 Email: bod@seasidepony.com

ORGANIZATION INFORMATION:

☐ Private

☒ Non-Profit

☐ Public

☐ Profit

If non-profit, Tax ID #: _____

Year of establishment: _____ Number of members: 200-250 annual

Number of Seaside resident members: _____ Do members pay dues? ☐ Yes ☒ No

BOARD MEMBERS:

Name	Title	Telephone
1. Jacob Ahrenstorff	President	831-521-4953
2. John David Money	Vice President	
3. Michael Corn	Field and Equipment Manager	
4. Ashley Eisemann	Softball Director	
5. Elizabeth Suro	Social Media and Communications	
6.		
7.		
8.		
9.		
10.		



SEASIDE CALIFORNIA

Facility (Field) Use Application

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

Organization: Seaside Pony Baseball

QUESTIONNAIRE (continued):

1. Is your organization affiliated with any national, federal, state, county or local agency?
☐ No ☒ Yes, agency name: Pony Baseball
2. Is your organization youth oriented?
☐ No ☒ Yes, number of Seaside youth: 200+
3. Is membership open to all youth or residents in Monterey County?
☐ No ☒ Yes, number of youth/residents per city: 200+ Seaside <20 other cities
4. Does your organization provide its services to only Seaside youth or residents? ☒ Yes ☐ No
5. Does your organization receive funding or other support from any national, federal, state, county, regional, city, private, or public agency?
☒ No ☐ Yes, explain: _____
6. Have you contacted other cities with regards to the use of their facilities?
☒ No ☐ Yes, explain: _____
7. Do you plan on having any special events (tournaments, picture day, opening day, etc.)?
☐ No ☒ Yes, list dates and events: TBD
8. Any additional relevant information: _____

IF REQUESTING A FEE WAIVER – SUPPLEMENTAL QUESTIONS:

1. Does your organization have the ability to pay any portion of the fees to use the facility?
☒ No ☐ Yes. *If your organization does have the ability to pay a reasonable share of the requested fees, please explain why a fee waiver should be granted:* _____
2. If the request for fee waiver is not granted, and you chose not to avail yourself of the City facility, what are your plans? _____
3. If you are granted a fee waiver, what in-kind services (such as field maintenance, trash clean up, etc.) can you offer to help offset costs? Seaside Pony performs all field maintenance at designated facilities

Date: 12/14/21

Park: Cutino *Please fill out one form per each park requested

Use of field	☒ Yes	☐ No
1. Field used for growing crops	☒	☐
2. Field used for grazing	☒	☐
3. Field used for other purposes	☒	☐

Use of lights ☒ Yes ☐ No

Other: _____ ☐ Yes ☐ No

Date	Day of the Week	Time	Number of Hours		
			Daily Total	Lights	
2/9/22-7/20/22	Monday	4-8	4		2
	Tuesday	4-8	4	2	2
	Wednesday	4-8	4		2
	Thursday	4-8	4	2	2
	Friday	4-8	4		2
	Saturday	8-8	12	4	2

Total Days: _____

Total Hours: _____



SEASIDE CALIFORNIA

Facility (Field) Use Application

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

#4 - KEY REQUEST

Date: _____

Organization: _____

Key	Currently has Keys	Key Number	New Keys Supplied	Total Number of Keys
Field Gates				
Soper Field Snack Bar & Lights				
Soper Field Store Room				
Cutino Park Snack Bar				
Cutino Lights				
Cutino Back Shed				
Cutino Back Gate				
Metz Park Snack Bar				

AUTHORIZED REPRESENTATIVE:

Name: _____

Address: _____ City: _____ State: _____

Phone: _____ Email: _____

I certify that all of the keys listed above under "Number of Keys Supplied" will be returned to the City of Seaside by the following date: _____

Signature of Applicant: _____

Date: _____

.....

Key deposit in the amount of \$200 (TWO HUNDRED DOLLARS) received on this date. This deposit will be returned upon receipt of all keys listed above under the "Total Number of Keys" column.

Received by: _____

Receipt Number: _____

Date: _____



SEASIDE CALIFORNIA Facility (Field) Use Application

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

2 - FIELD USE APPLICATION

Date: 12/14/21

Organization: Seaside Pony Baseball and Softball

Park: Soper Field **Please fill out one form per each park requested*

Services Requested:

Use of field ☒ Yes ☐ No

Use of snack bar ☒ Yes ☐ No

Use of lights ☒ Yes ☐ No

Other: bathrooms ☐ Yes ☐ No

Date	Day of the Week		Time	Number of Hours		Lights	
				Daily Total			
2/9/22-7/20/22	Monday	25 days	4-8	4	200 total	2	50 total
	Tuesday	25 days	4-8	4	200 total	2	50 total
	Wednesday	25 days	4-8	4	200 total	2	50 total
	Thursday	25 days	4-8	4	200 total	2	50 total
	Friday	25 days	4-8	4	200 total	2	50 total
	Saturday	25 days	8-8	12	600 total	2	50 total

Seaside high will be using Soper Field Monday - Friday from 3pm-5:30pm for girls

Softball practice as well as having the field from 3pm-8pm for games on the following

days: 3/18/22, 3/23/22, 3/31/22, 4/8/22, 4/12/22, 4/27/22, 4/29/22, 5/9/22 in accordance with the City's MOU with MPUSD.

Pony will have access to Soper field Monday - Friday from 5:30pm - 8pm and the full requested time on Saturdays.

Total Days: 138

Total Hours: 736 1600 total Hours Lights 300 total hours

Date: 12/14/21

Park: Rubio Field/ Metz Park *Please fill out one form per each park requested

Other: ☐ bathrooms ☐ Yes ☐ No

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Total Hours:  1600 total Hours

USE AGREEMENT FOR CITY OF SEASIDE FACILITIES

This use Agreement is entered into this twentieth day of January 2022, by and between the City of Seaside, a Municipal Corporation under the laws of the State of California hereinafter referred to as "CITY," and Seaside Pony Baseball & Softball (organization), hereinafter referred to as the "FIELD USER," for the purposes of establishing terms and conditions for the use of the City's various baseball facilities

1. PREMISES

CITY hereby agrees to permit FIELD USER to use the public areas of Metz Park (Rubio Field), Soper Field, and Cutino Park. All located within the Seaside, California.

2. USE OF FACILITY

- a. The parties hereto agree that FIELD USER shall have use of the premises hereinabove described for their 2022 season, commencing February 7, 2022 and ending July 23, 2022 subject to reservations made with the City of Seaside Recreation Services. FIELD USER is required to notify CITY in the event fields will not be used. Failure to notify the CITY of non use may result in a \$50 fee to recoup the cost for the City's staff time.
- b. FIELD USER shall provide the CITY with a monthly schedule identifying the day, time, and team name utilizing the fields to be posted at each field. The monthly schedule shall be submitted to the CITY on the 25th day of the month by completing the Field Usage Schedule (**Attachment 'A'**).
- c. CITY shall give as much notice as possible in the event that the fields will be unavailable due to conditions beyond its control.
- d. In accordance with the City's partnership with the Blue Zones Project of Monterey County. When operating the snack bar facilities at Soper and Rubio Fields. It is recommended that the Field User provide an assortment of healthier food choices, with lower amounts of fat, sugar, and sodium. To accomplish this, Field User is encouraged to:
 - i. Offer more fruits, vegetables, whole grains, and low fat and low calorie foods, including low fat dairy, lean protein sources and lower fat versions of condiments.
 - ii. Offer more minimally processed foods made or foods produced without added sugar and less sodium.
 - iii. Prepare foods using healthy cooking techniques such as baking, roasting, broiling, grilling, poaching, steaming, or stir frying instead of pan frying or deep fat frying to minimize added fat to the food prepared.
 - iv. Offer seasonal and local produce, when possible.
- e. **FIELD USER must follow all State/County/City guidelines in regards to the COVID-19 pandemic. FIELD USER must follow the guidance from the California Department of Public Health as it continues to be updated.**

3. RENTAL AMOUNT

- a. FIELD USER shall pay to CITY for the use of the premises as established in the City of

Seaside Fee Schedule, which may be revised during the course of this agreement by action of the City Council. If the fee is adjusted during the course of this agreement, the new fee approved by the City Council will be applied. In lieu of this fee the FIELD USER may provide materials and labor with approval from the CITY. These “in lieu” fees shall include but not be limited to at least the following:

- Preparation of fields before each use including striping (lime included).
- Pickup and removal of all trash and debris (including sunflower seed shells) from the City Facility after each use.
- Provide to the CITY at least 40 cubic yards of “Cinder Mix” as requested.
- Rake, sweep or blow off the dugouts and spectator areas from the CITY facility after each use and dispose of all debris to include sunflower seeds, peanut shells etc.
- Clean and maintain the snack bars in accordance with the parameters set by the Monterey County Health Department, and have each snack bar cleaned and all equipment removed at the conclusion of the season. **FIELD USER must contact Monterey County Health Department prior to snack bar operation to determine if there are any changes with types of food that can be sold due to the pandemic (i.e. only prepackaged food may be served.)**
- Provide the City Council in writing a copy of their important dates, to include opening and closing ceremonies, tournament and playoff schedules, and other important dates.
- Organize a league wide field clean-up day prior to the start of the season.

b. CITY shall notify FIELD USER of any changes to the fee schedule 45 days prior to applying the new fees for use of the parks.

c. Payment shall be made on a monthly basis or other schedule agreeable to the City within 30 days of the billing.

4. CONDITION OF FACILITY

CITY agrees to maintain the facilities to include regular trimming of grass. FIELD USER is responsible for proper storage of concessions in Metz’s Snack Bar and Soper Field’s Snack Bar including the elevator area kept clear of storage above and below.

5. MAINTENANCE OR RENOVATION OF FACILITY

a. CITY shall give as much notice as possible in the event that the facility will be unavailable due to conditions beyond its control, equipment malfunction or other situations requiring emergency maintenance or repairs that would restrict use of the facility by FIELD USER.

6. RESPONSIBILITY FOR PREMISES

a. FIELD USER shall inspect the facilities upon each use and notify the City of damage or deficiencies.

b. FIELD USER shall quit and surrender the premises following each period of use under this Agreement in as good as state and condition as they were at the commencement of each such period. FIELD USER also agrees that if said premises, or the buildings,

equipment, or furnishings thereon, are damaged during the term of the Agreement, by act, default, or negligence of FIELD USER, its officers, agents, employees, members, guests, patrons, or any person or persons admitted by FIELD USER to said premises, FIELD USER shall pay to CITY upon demand such sum as shall be necessary to restore said premises to the condition they were in at the commencement of each period of use under this agreement.

- b. FIELD USER shall provide 24 hour notification to the City for non use of facility as outlined in the scheduled identified as **Attachment 'B'** to this agreement.
- c. FIELD USER shall utilize the City of Seaside Weather Line in the event of bad weather. The phone number is 831-718-8600. Coaches and players should all be given this number to find out if fields are closed. The weather line will be updated on Mondays each week, unless there is bad weather mid-week which then it will be updated by 3pm on said day. For weekends the line will be updated by 7:30am.

7. COOPERATION

It is understood that FIELD USER will cooperate with other field users during this period so multiple users can use the fields if space allows. Seaside High school will be using the field on a daily basis and the need to share the facility is imperative. There are also a handful of dates that are unavailable that will be outlined.

8. ALARM AND FIELD LIGHTS

Field User will set the alarm at Soper Field Snack Bar after each use and will turn off field lights at Soper Field at the end of each day's play. Lights at Cutino park will be turned on and off by City Staff.

9. KEYS

The FIELD USER's authorized representative acknowledges receipt of the keys listed on **Attachment 'C'** and agrees to return said keys by August 1, 2022.

10. INSURANCE

- a. FIELD USER shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
 - 1. FIELD USER shall provide and maintain at it's own expense, during the terms of this Agreement a comprehensive general liability policy, including but not limited to premises, personal injuries, products, and completed operations, of insurance, satisfactory to CITY, with a combined single limit of not less than 5 million dollars (\$5,000,000) per occurrence for property damage and for bodily injury or death of persons.

2. If the organization has employees or hires an employee during the term of this agreement, evidence of adequate worker's compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than one-million dollars (\$1,000,000) per accident for all covered losses.
- b. All insurance required by this Agreement shall be with a company acceptable to CITY and authorized by law to conduct insurance business in the State of California. All such insurance shall be written on an occurrence basis, such policy with the coverage required herein shall continue in effect for the duration of this agreement.
- c. Each insurance policy shall provide an endorsement naming CITY, its officers, agents, employees and volunteers as additional insured and shall further provide that such insurance is primary insurance to any insurance or self - insurance maintained by CITY.
- d. Each insurance policy shall provide that CITY be given notice in writing at least thirty (30) days in advance of change, cancellation or non-renewal thereof. Said policy shall provide identical coverage for each sub-user, if any performing work under this Agreement, or be accompanied by a certificate of insurance showing each sub-user has identical coverage.
- e. As a condition precedent to CITY performance pursuant to this Agreement, FIELD USER shall file with a certificate of insurance with the City Risk Management Officer, on or before City facilities are utilized by FIELD USER showing that they have in effect the insurance required by this Agreement. FIELD USER shall file a new or amended certificate of insurance promptly after any change is made to any insurance policy which would alter the information on the certificate then on file.
- f. FIELD USER acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform FIELD USER of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
- g. FIELD USER shall renew the required coverage annually as long as CITY, or its employees or agents face an exposure from operations of any type pursuant to this agreement.

11. INDEMNITY

- a. FIELD USER shall defend, indemnify and hold harmless CITY and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act, error or omission of the FIELD USER, its agents or employees, in the performance of the work and/or any activity related to this contract.
- b. CITY shall indemnify and hold harmless FIELD USER and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by any reason of any act, error or omission of the CITY, its agents or employees, in the performance of the any work related to this contract.
- c. FIELD USER shall so conduct it activities upon the premises so as not to endanger any

person lawfully thereon; FIELD USER hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises by consent, expressed or implied, of its officers, agents, employees, or members.

12. COMPLIANCE WITH LAWS

FIELD USER shall comply with all laws, statutes, ordinances, rules or regulations of the United States, the State of California, the City of Seaside, or any department or agency thereof, including such regulations now in force or to be established pertaining to use of the premises.

13. TRANSFERABILITY

This agreement applies exclusively to Seaside Pony Baseball & Softball and field use privileges will not be transferred to any other group or individual. Any other groups or individuals wishing to use City of Seaside fields must apply in advance to the Recreation Services Department for consideration by department.

FIELD USER shall not sublease in whole or any part of the premises and shall not assign, hypothecate, or mortgage any or all of its rights hereunder, without the prior written consent of CITY.

14. TERM OF AGREEMENT

a. This agreement shall remain in effect until July 23, 2022, agreement requires proof of current liability insurance naming the City of Seaside as additional insurers and updated **Attachments 'A', 'B', and 'C'**.

b. This agreement may be terminated by either party upon thirty (30) days written notice.

15. NONDISCRIMINATION

FIELD USER will not discriminate against any participant based on race, color, sex, origin, disability, or any other protected classification.

16. TAX EXEMPT STATUS

If applicable, FIELD USER shall submit a copy of the letter from the Internal Revenue Service determining their tax exempt status under 501 c (3) of the Internal Revenue Code and a copy of the letter from the State of California Franchise Tax Board determining tax exempt status under Section 23710 (d) Revenue and Taxation Code prior to execution of this agreement.

17. NOTICE

All notices herein provided to be given, or which may be given by either party to the other, shall have been deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified, and postage prepaid, and addressed to the respective parties as follows, or personally served on:

CITY OF SEASIDE

Recreation Services
986 Hilby Avenue
Seaside, CA. 93955

SEASIDE PONY BASEBALL & SOFTBALL
P.O. Box 1022
Seaside, CA 93955

18. ATTORNEY FEES AND COSTS

Should either party to this Agreement bring suit against another party (formal Judicial proceeding, mediation or arbitration), for breach of any term, covenant, condition or obligation contained herein for the recovery of any sum due hereunder, or for any summary action for forfeiture of this Agreement or to prevent further violations of any of the terms, covenants, conditions, or obligations, or for any other relief then, and in that event, the case shall be handled in Monterey County, California, and the prevailing party in such suit or summary action shall be entitled to a reasonable attorney's fee to be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between FIELD USER and CITY. No term, provision, or condition of this Agreement may be altered or amended, nor may any term, provision or condition be added to this Agreement, except by a writing executed by both FIELD USER and CITY.

Authorized Representative
FIELD USER- Seaside Pony Baseball & Softball

Date

City Manager
City of Seaside
CITY OF SEASIDE

Date

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE FACILITY USE AGREEMENT WITH SEASIDE PONY BASEBALL/SOFTBALL FOR THEIR 2022 SEASON

WHEREAS, the City of Seaside and Seaside Pony Baseball/Softball enter into an Agreement dated January 20, 2022, for the use of Soper, Cutino, and Rubio fields for league practices, games, and tournaments for the 2022 season; and

WHEREAS, the approval of the Facility Use Agreement for the use of Soper, Cutino and Rubio fields is necessary so Seaside Pony can continue to provide recreational baseball and softball programs to the youth of the community; and

WHEREAS, flexibility is needed to allow other user groups who will be paying usage fees the ability to use facilities in order to achieve cost recovery goals identified in the Recreation Programs Cost Recovery Policy; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the Facility Use Agreement for Seaside Pony for the 2022 season.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th 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

USE AGREEMENT FOR CITY OF SEASIDE FACILITIES

This use Agreement is entered into this twentieth day of January 2022, by and between the City of Seaside, a Municipal Corporation under the laws of the State of California hereinafter referred to as "CITY," and Seaside Pony Baseball & Softball (organization), hereinafter referred to as the "FIELD USER," for the purposes of establishing terms and conditions for the use of the City's various baseball facilities

1. PREMISES

CITY hereby agrees to permit FIELD USER to use the public areas of Metz Park (Rubio Field), Soper Field, and Cutino Park. All located within the Seaside, California.

2. USE OF FACILITY

- a. The parties hereto agree that FIELD USER shall have use of the premises hereinabove described for their 2022 season, commencing February 7, 2022, and ending July 23, 2022, subject to reservations made with the City of Seaside Recreation Services. FIELD USER is required to notify CITY in the event fields will not be used. Failure to notify the CITY of non use may result in a \$50 fee to recoup the cost for the City's staff time.
- b. FIELD USER shall provide the CITY with a monthly schedule identifying the day, time, and team name utilizing the fields to be posted at each field. The monthly schedule shall be submitted to the CITY on the 25th day of the month by completing the Field Usage Schedule (**Attachment 'A'**).
- c. CITY shall give as much notice as possible in the event that the fields will be unavailable due to conditions beyond its control.
- d. In accordance with the City's partnership with the Blue Zones Project of Monterey County, when operating the snack bar facilities at Soper and Rubio Fields, it is recommended that the FIELD USER provide an assortment of healthier food choices, with lower amounts of fat, sugar, and sodium. To accomplish this, FIELD USER is encouraged to:
 - i. Offer more fruits, vegetables, whole grains, and low fat and low calorie foods, including low fat dairy, lean protein sources and lower fat versions of condiments.
 - ii. Offer more minimally processed foods made or foods produced without added sugar and less sodium.
 - iii. Prepare foods using healthy cooking techniques such as baking, roasting, broiling, grilling, poaching, steaming, or stir frying instead of pan frying or deep fat frying to minimize added fat to the food prepared.
 - iv. Offer seasonal and local produce, when possible.
- e. FIELD USER is responsible for adhering to the requirements of the City's Environmentally Preferable Food Packaging rules ([Municipal Code section 8.60](#)) as it relates to the operation of City snack bars.

e. FIELD USER must follow all State/County/City guidelines in regards to the COVID-19 pandemic. FIELD USER must follow the guidance from the California Department of Public Health as it continues to be updated.

3. RENTAL AMOUNT

- a. FIELD USER shall pay to CITY for the use of the premises as established in the City of Seaside Fee Schedule, which may be revised during the course of this agreement by action of the City Council. If the fee is adjusted during the course of this agreement, the new fee approved by the City Council will be applied. In lieu of this fee the FIELD USER may provide materials and labor with approval from the CITY. These “in lieu” fees shall include but not be limited to at least the following:
 - Preparation of fields before each use including striping (lime included).
 - Pickup and removal of all trash and debris (including sunflower seed shells) from the City Facility after each use.
 - Provide to the CITY at least 40 cubic yards of “Cinder Mix” as requested.
 - Rake, sweep or blow off the dugouts and spectator areas from the CITY facility after each use and dispose of all debris to include sunflower seeds, peanut shells etc.
 - Clean and maintain the snack bars in accordance with the parameters set by the Monterey County Health Department, and have each snack bar cleaned and all equipment removed at the conclusion of the season. **FIELD USER must contact Monterey County Health Department prior to snack bar operation to determine if there are any changes with types of food that can be sold due to the pandemic (i.e. only prepackaged food may be served.)**
 - Provide the City Council in writing a copy of their important dates, to include opening and closing ceremonies, tournament and playoff schedules, and other important dates.
 - Organize a league wide field clean-up day prior to the start of the season.
- b. CITY shall notify FIELD USER of any changes to the fee schedule 45 days prior to applying the new fees for use of the parks.
- c. Payment shall be made on a monthly basis or other schedule agreeable to the City within 30 days of the billing.

4. CONDITION OF FACILITY

CITY agrees to maintain the facilities to include regular trimming of grass. FIELD USER is responsible for proper storage of concessions in Metz’s Snack Bar and Soper Field’s Snack Bar including the elevator area kept clear of storage above and below.

5. MAINTENANCE OR RENOVATION OF FACILITY

- a. CITY shall give as much notice as possible in the event that the facility will be unavailable due to conditions beyond its control, equipment malfunction or other situations requiring emergency maintenance or repairs that would restrict use of the facility by FIELD USER.

6. RESPONSIBILITY FOR PREMISES

- a. FIELD USER shall inspect the facilities upon each use and notify the City of damage or deficiencies.
- b. FIELD USER shall quit and surrender the premises following each period of use under this Agreement in as good as state and condition as they were at the commencement of each such period. FIELD USER also agrees that if said premises, or the buildings, equipment, or furnishings thereon, are damaged during the term of the Agreement, by act, default, or negligence of FIELD USER, its officers, agents, employees, members, guests, patrons, or any person or persons admitted by FIELD USER to said premises, FIELD USER shall pay to CITY upon demand such sum as shall be necessary to restore said premises to the condition they were in at the commencement of each period of use under this agreement.
- b. FIELD USER shall provide 24 hour notification to the City for non use of facility as outlined in the scheduled identified as **Attachment 'B'** to this agreement.
- c. FIELD USER shall utilize the City of Seaside Weather Line in the event of bad weather. The phone number is 831-718-8600. Coaches and players should all be given this number to find out if fields are closed. The weather line will be updated on Mondays each week, unless there is bad weather mid-week which then it will be updated by 3pm on said day. For weekends the line will be updated by 7:30am.

7. COOPERATION

It is understood that FIELD USER will cooperate with other field users during this period so multiple users can use the fields if space allows. Seaside High school will be using the field on a daily basis and the need to share the facility is imperative. There are also a handful of dates that are unavailable that will be outlined.

8. ALARM AND FIELD LIGHTS

Field User will set the alarm at Soper Field Snack Bar after each use and will turn off field lights at Soper Field at the end of each day's play. Lights at Cutino park will be turned on and off by City Staff.

9. KEYS

The FIELD USER's authorized representative acknowledges receipt of the keys listed on **Attachment 'C'** and agrees to return said keys by August 1, 2022.

10. INSURANCE

- a. FIELD USER shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
 1. FIELD USER shall provide and maintain at it's own expense, during the terms of this Agreement a comprehensive general liability policy, including but not limited to premises, personal injuries, products, and completed operations, of insurance, satisfactory to CITY, with a combined single limit of not less than 5

million dollars (\$5,000,000) per occurrence for property damage and for bodily injury or death of persons.

2. If the organization has employees or hires an employee during the term of this agreement, evidence of adequate worker's compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than one-million dollars (\$1,000,000) per accident for all covered losses.
- b. All insurance required by this Agreement shall be with a company acceptable to CITY and authorized by law to conduct insurance business in the State of California. All such insurance shall be written on an occurrence basis, such policy with the coverage required herein shall continue in effect for the duration of this agreement.
- c. Each insurance policy shall provide an endorsement naming CITY, its officers, agents, employees and volunteers as additional insured and shall further provide that such insurance is primary insurance to any insurance or self - insurance maintained by CITY.
- d. Each insurance policy shall provide that CITY be given notice in writing at least thirty (30) days in advance of change, cancellation or non-renewal thereof. Said policy shall provide identical coverage for each sub-user, if any performing work under this Agreement, or be accompanied by a certificate of insurance showing each sub-user has identical coverage.
- e. As a condition precedent to CITY performance pursuant to this Agreement, FIELD USER shall file with a certificate of insurance with the City Risk Management Officer, on or before City facilities are utilized by FIELD USER showing that they have in effect the insurance required by this Agreement. FIELD USER shall file a new or amended certificate of insurance promptly after any change is made to any insurance policy which would alter the information on the certificate then on file.
- f. FIELD USER acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform FIELD USER of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
- g. FIELD USER shall renew the required coverage annually as long as CITY, or its employees or agents face an exposure from operations of any type pursuant to this agreement.

11. INDEMNITY

- a. FIELD USER shall defend, indemnify and hold harmless CITY and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act, error or omission of the FIELD USER, its agents or employees, in the performance of the work and/or any activity related to this contract.
- b. CITY shall indemnify and hold harmless FIELD USER and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by any reason of any act, error or omission of the CITY, its agents or

employees, in the performance of the any work related to this contract.

- c. FIELD USER shall so conduct it activities upon the premises so as not to endanger any person lawfully thereon; FIELD USER hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises by consent, expressed or implied, of its officers, agents, employees, or members.

12. COMPLIANCE WITH LAWS

FIELD USER shall comply with all laws, statutes, ordinances, rules or regulations of the United States, the State of California, the City of Seaside, or any department or agency thereof, including such regulations now in force or to be established pertaining to use of the premises.

13. TRANSFERABILITY

This agreement applies exclusively to Seaside Pony Baseball & Softball and field use privileges will not be transferred to any other group or individual. Any other groups or individuals wishing to use City of Seaside fields must apply in advance to the Recreation Services Department for consideration by department.

FIELD USER shall not sublease in whole or any part of the premises and shall not assign, hypothecate, or mortgage any or all of its rights hereunder, without the prior written consent of CITY.

14. TERM OF AGREEMENT

- a. This agreement shall remain in effect until July 23, 2022, agreement requires proof of current liability insurance naming the City of Seaside as additional insurers and updated Attachments 'A', 'B', and 'C'.
- b. This agreement may be terminated by either party upon thirty (30) days written notice.

15. NONDISCRIMINATION

FIELD USER will not discriminate against any participant based on race, color, sex, origin, disability, or any other protected classification.

16. TAX EXEMPT STATUS

If applicable, FIELD USER shall submit a copy of the letter from the Internal Revenue Service determining their tax exempt status under 501 c (3) of the Internal Revenue Code and a copy of the letter from the State of California Franchise Tax Board determining tax exempt status under Section 23710 (d) Revenue and Taxation Code prior to execution of this agreement.

17. NOTICE

All notices herein provided to be given, or which may be given by either party to the other, shall have been deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified, and postage prepaid, and addressed to the respective parties as follows, or personally served on:

CITY OF SEASIDE
Recreation Services
986 Hilby Avenue
Seaside, CA. 93955

SEASIDE PONY BASEBALL & SOFTBALL
P.O. Box 1022
Seaside, CA 93955

18. ATTORNEY FEES AND COSTS

Should either party to this Agreement bring suit against another party (formal Judicial proceeding, mediation or arbitration), for breach of any term, covenant, condition or obligation contained herein for the recovery of any sum due hereunder, or for any summary action for forfeiture of this Agreement or to prevent further violations of any of the terms, covenants, conditions, or obligations, or for any other relief then, and in that event, the case shall be handled in Monterey County, California, and the prevailing party in such suit or summary action shall be entitled to a reasonable attorney's fee to be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between FIELD USER and CITY. No term, provision, or condition of this Agreement may be altered or amended, nor may any term, provision or condition be added to this Agreement, except by a writing executed by both FIELD USER and CITY.

Authorized Representative
FIELD USER- Seaside Pony Baseball & Softball

Date

City Manager
City of Seaside
CITY OF SEASIDE

Date



CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Haroon Noori, Administrative Analyst II

DATE: January 20, 2022

**SUBJECT: ADOPT A RESOLUTION APPROVING A MEMBERSHIP GUIDE
FOR THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE
(CDAC) FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROGRAM**

RECOMMENDATION

Adopt a resolution approving a Membership Guide for the Community Development Advisory Committee (CDAC) for the Community Development Block Grant (CDBG) Program.

BACKGROUND

The City of Seaside (City) is a recipient of federal entitlement grant funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grants (CDBG or "Program"). As a recipient of these funds, the City is required (pursuant 24 CFR 91.105) to encourage citizen participation (including enlisting resident advisory boards) in the process of developing and implementing the consolidated plan. Consistent with this requirement, the City first established a Community Development Advisory Committee (CDAC or "Committee") in 1974 to serve in an advisory capacity to the City Council on policy issues related to the program and to provide assistance on community development issues. The Committee was restructured twice in 1978 and 2012 respectively. Additionally, the Committee's membership criteria and related provisions existed in the City's Citizen Participation Plan.

DISCUSSION:

On December 2, 2021, in response to the HUD regulation updates, the Seaside City Council approved and adopted a new Citizen Participation Plan dissolving the Committee

as set forth in the CPP and directed staff to move CDAC membership criteria and related CDAC items from the CPP to a new document. The new CDAC Membership Guide, which is attached herein, incorporates all sections removed from the former CPP and includes some new provisions to provide additional clarity on the roles and responsibilities of the Committee. The Membership Guide also eliminates the requirement of having five (5) alternate members. Having moved CDAC to this new document also allows the City to change or update any of these sections as needed without having to amend the CPP and follow HUD's requisite process.

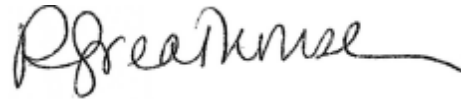
FISCAL IMPACT

The CDBG program requires no funding from the General Fund in order to meet the administrative requirements of the grant.

ATTACHMENTS

1. Attachment A - CDAC Resolution
 2. Attachment B- CDAC Membership Guide
-

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-
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING MEMBERSHIP GUIDE FOR THE COMMUNITY
DEVELOPMENT ADVISORY COMMITTEE (CDAC) FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, the Housing and Community Development Act of 1974 established the federal Community Development Block Grant (CDBG) program that is administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, the City of Seaside (City) has received CDBG program entitlement funds annually since the inception of the CDBG program; and

WHEREAS, as a recipient of CDBG funds, the City shall encourage citizen participation (including any resident advisory boards) in the process of developing and implementing the consolidated plan; and

WHEREAS, in October of 1974, consistent with the citizen participation requirement, the City established the Community Development Advisory Committee (Committee) to serve in an advisory capacity to the City Council on policy issues related to the program and to provide assistance on community development issues; and

WHEREAS, on July 20, 1978, the City dissolved the 1974 Committee and reestablished a new Committee in the then-current Citizen Participation Plan (CPP) slightly restructuring the committee; and

WHEREAS, in January 2012, the City amended its Citizen Participation Plan which restructured the Committee from 15 members to 5 members and 5 alternates. The 2012 CPP update also established a revised CDAC membership and selection criteria, and roles and responsibilities; and

WHEREAS, on December 2, 2021, in response to the HUD regulation updates, the Seaside City Council approved and adopted a new Citizen Participation Plan dissolving the Committee as set forth in the CPP and directed staff to move CDAC membership criteria and related CDAC items from the CPP to a new document; and

WHEREAS, on January 20, 2022, the City held a public hearing to consider adoption of the CDAC Membership Guide.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City

of Seaside that the CDAC Membership Guide, marked "Exhibit A" and made a part hereof, is hereby approved, and that the City Manager is hereby directed to implement these new CDAC Membership criteria effective immediately.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of January 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

Community Development Advisory Committee (CDAC) Membership Handbook

A. Purpose and Intent

The Community Development Advisory Committee (CDAC or “Committee”), which was established in 1974, serves in an advisory capacity to the Mayor, City Council, and City Manager on policy issues related to Community Development Block Grant (CDBG or “Program”) program.

B. Composition and Appointment

1. The Committee is comprised of five (5) members, who shall serve without compensation.
2. Insofar as practical, the Committee should represent the diversity of the community and include residents of low- and moderate-income areas.
3. Committee members shall be appointed by the Mayor subject to confirmation by a majority vote of the City Council. All members of the Committee shall be residents of the City of Seaside unless this requirement is waived by the City Council pursuant to the applicable Council Policy.

C. Qualification of Committee Members

1. Committee members considered for selection shall include persons who represent the following areas of interest and expertise: affordable housing; homelessness; disability services; neighborhood revitalization; social services; fair housing; accounting; auditing; economic development; general contracting; legal; non-profit management and low- to moderate-income persons.
2. City Council members shall use their best efforts to nominate as members of the Committee individuals who represent a diversity of backgrounds including gender, age, socio-economic class, geographic location, religion, sexual orientation, skills and abilities, ethnicity, political affiliation, or professional background.
3. An officer, paid employee, consultant, contractor, subcontractor, or member of the Committee of directors of an organization that has applied for, or has a contract with the City for CDBG grant funds shall not be considered for appointment to the Committee.
4. A member of the Committee who is or becomes an officer, paid employee, consultant, contractor, subcontractor, or member of the Committee of directors of an organization that has applied for, or that has a contract with the City for CDBG grant funds shall immediately resign from the Committee.
5. In appointing members to the Committee, the Mayor shall consider whether nominees would be able to effectively and ethically serve in light of any foreseeable conflicts of interest.

D. Length of Term for Committee Members

1. Members of the Committee shall serve two year terms and each Committee member shall serve until a successor is duly appointed and confirmed.
2. Members of the Committee are limited to serving a maximum of four consecutive years. An interval of four years must pass before a member can be reappointed after serving four consecutive years. Any member initially appointed to a term of less than two years shall be eligible to subsequently serve two consecutive two year terms.
3. Initial members of the Committee shall be appointed so that the terms of not more than three Committee members shall expire in any one year to allow the terms of the Committee members to be staggered.
4. Any vacancy shall be filled for the remainder of an unexpired term.

E. Election of Officers

The CDAC shall on or after August 15, select a Chair, a Vice-Chair, and a Secretary from among its members. The Chair shall serve a one year term with the option of reappointment for one additional year. The roles and responsibilities of each elected officer shall be as follows:

1. Chair: The Chair is responsible to preside at meetings, establish the agenda with input from Council, staff and other Committee members, call special meetings, sign Committee documents and report to City Council as needed. The Chair is responsible for the timely filing of minutes with the City Clerk. Staff may assist in this responsibility upon request of the Chair.
2. Vice-Chair: The Vice-Chair assumes the Chair's duties in their absence. The Vice-Chair shall succeed the Chair if they vacate office before the term is completed and shall serve the unexpired term. A new Vice-Chair shall be elected at the next regular meeting.
3. Secretary: If a Secretary is appointed by the Committee, the Secretary is responsible for meeting minutes, which are forwarded to the City Clerk upon Committee approval. However, without a Secretary, preparation of minutes may be fulfilled by staff liaison at the request of the Chair.

F. Policies and Procedures of the Committee

The Committee may adopt rules consistent with the City's Boards, Commissions & Committees Handbook and with all applicable state and local laws and regulations for the governing of its business and to establish procedures. The Committee shall adopt an attendance policy for the members of the Committee.

G. Committee Conflict of Interest Code

A conflict of interest code shall be adopted for members of the Committee, subject to City Council approval. All members of the Committee shall be required to complete and file statements of economic interests in accordance with the conflict of interest code, and shall comply with all applicable ethics laws.

H. Recusal of Committee Members

No member of the Committee shall participate in any decision in which he or she has any personal or financial interest.

I. Lobbying Restrictions on Former Committee Members

Former members of the Committee are prohibited from lobbying or otherwise attempting to influence the Committee or City Council members in connection with the business or operations of the Committee for a period of no less than one year after any such individual leaves the Committee for whatever reason.

J. Meetings of the Committee and Reporting

As determined by the Chair, the Committee will meet as necessary to fully perform its duties and functions as set forth in Citizen Participation Plan or otherwise required by the Program. All meetings of the Committee shall comply with the Ralph M. Brown Act. The Committee shall keep written records of the proceedings which shall be public records.

K. Quorum of the Committee

The Committee consist of five (5) members; and three members of the Committee shall constitute a quorum authorized to transact business. Three affirmative votes of the members of the Committee shall be necessary to make any Committee decision.

L. Duties and Functions of the Committee

The Committee shall:

1. Provide advice and recommendations on all policy issues relating to the Consolidated Plan, the Annual Action Plan, the CDBG Program;
2. Recommend processes, policies, and procedures for the fair distribution of CDBG funds to non-profit and other organizations eligible to receive CDBG funds;
3. Openly and impartially evaluate applications for CDBG funds, deemed eligible and complete by City staff, and provide funding recommendations to the City Council;
4. Provide advice and recommendations regarding the establishment of goals for the Consolidated Plan and the Annual Action Plan as well as any action(s) necessary to meet or reprioritize such goals or to amend such plans; and
5. Recommend policies and procedures to ensure the greatest possible public participation in the creation of each Consolidated Plan and Annual Action Plan.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.M.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: January 20, 2022

**SUBJECT: ADOPT RESOLUTION RATIFYING PROCLAMATION OF LOCAL
EMERGENCY**

RECOMMENDATION

Adopt a resolution in the best interest of the public health of the Seaside community that authorizes the City Manager to approve a maximum of two work weeks of paid administrative leave to employees who are diagnosed with COVID, are exhibiting symptoms of COVID, or otherwise required to self-isolate to allow those employees to be absent from their City work site to avoid the spread of COVID without causing a financial hardship on employees and their families, and to prepare and implement a modified operations plan, to include, but not be limited to, adjusting the days and hours of operation at City facilities.

BACKGROUND

On March 13, 2020, City Manager Craig Malin in his role as the Director of Emergency services, proclaimed the existence of a local emergency pursuant to Chapter 2.40 of the Seaside Municipal Code to ensure an effective response to the COVID-19 pandemic.

Since that date, the City has issued eight prior Supplements to the initial proclamation of Local Emergency and the State of California remains in a state of emergency;

On or about July 1, 2021, in response to the Governor's "Reopening California," City Hall reopened with COVID protections in place for staff and the public to safely access City facilities and manage the spread of COVID.

The Omicron variant is a variant of SARS-CoV-2, the virus that causes COVID-19. It was first reported to the World Health Organization (WHO) from South Africa on November 24, 2021. On November 26, 2021, the WHO designated it as a variant of concern and named it "Omicron", the fifteenth letter in the Greek alphabet. CDC states that even

people with vaccination may spread it to others. California identified its first cases of the Omicron variant on or about December 1, 2021. The CDC, and other health organizations are advising that the Omicron variant of the SARS-CoV-2 virus is extremely virulent and has begun to spread through airborne transmission and strongly encourage the use of KN-95 or N-95 masks when indoors in public places.

Unfortunately, symptoms of the Omicron variant may masquerade as a cold, allergy or other common upper respiratory symptoms, including but not limited to headache, runny or stuffy nose, itchy or sore throat, thus making it difficult to self-diagnose in the absence of PCR or antigen testing. The County of Monterey has experienced a substantial increase in COVID cases County-wide.

Beginning in December of 2021, the City began seeing an uptick in staff illnesses and on or about December 29, 2021, the number of reported cases within the City of Seaside staff exceeds the number of COVID cases meeting the definition of a COVID outbreak, which is defined as three or more COVID cases in one location within a 14-day time window. The outbreak, due to the need to quarantine, has impacted the City's ability to safely provide full access to City facilities and a full complement of services. In order to ensure the safety of both the City workforce and the public, Acting City Manager Greathouse has exercised her executive powers acting as the Director of Emergency Services to modify the operations at City Hall and other public buildings.

The City Manager is requesting authority to approve a maximum of two work weeks of paid administrative leave to employees who are diagnosed with COVID, are exhibiting symptoms of COVID, or otherwise required to self-isolate to allow those employees to be absent from their City work site to avoid the spread of COVID without causing a financial hardship on employees and their families. The authorization of paid administrative leave will begin on December 1, 2021, and end March 31, 2022. The City Council also confirms the City Manager's authority to prepare and implement a modified operations plan, to include, but not be limited to, adjusting the days and hours of operation at City facilities.

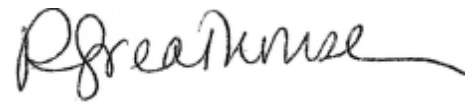
FISCAL IMPACT

There is no additional cost to the City associated with this item. The potential loss of productivity is valued at \$111,116.54

ATTACHMENTS

1. Resolution
2. 9th Supplement Proclamation

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting City Manager

RESOLUTION NO. 21-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
RATIFYING THE NINTH SUPPLEMENT TO PROCLAMATION OF LOCAL
EMERGENCY**

WHEREAS, Government Code §8630 and Seaside Municipal Code Chapter 2.40 authorize the City Manager, acting as the Director of Emergency Services, to proclaim a local emergency as defined by Government Code §8558, subdivision (c) when the City of Seaside City Council is not in session; and

WHEREAS, on March 19, 2020, the City of Seaside ratified the Director of Emergency Services Proclamation of Local Emergency by adopting Resolution 20-13; and

WHEREAS, on the City Council ratified the Director of Emergency Services First and Revised Second Supplement, Third Supplement, Fourth, (Revised) Fifth, Sixth, Seventh and Eighth Supplement to the Proclamation of Local Emergency by adopting Resolutions 20-16, 20-21, 20-26, 20-38, 20-63, 20-73, 20-83, 20-90 respectively; and

WHEREAS, the City Council does hereby find that the circumstances of the pandemic spread of COVID-19 do constitute a risk of extreme peril and support and justify the additional regulations promulgated by the Ninth Supplement of the Proclamation of Local Emergency; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby adopts the declarations to the Director's Ninth Supplement and ratifies the Director's Ninth Supplement to the Declaration of Local Emergency, which provides for a reinstatement of administrative benefits and a modified Operations Plan to respond to the outbreak of COVID 19. The Ninth Supplement is attached hereto and

incorporated herein as Exhibit A, is ratified and effective immediately upon the adoption of this resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of 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



NINTH SUPPLEMENT TO THE PROCLAMATION OF LOCAL
EMERGENCY THE CITY OF SEASIDE (GOV. CODE §8630)

WHEREAS, Government Code §8630 and Seaside Municipal Code Chapter 2.40 authorize the City Manager, acting as the Director of Emergency Services, to proclaim a local emergency as defined by Government Code §8558, subdivision (c) when the City of Seaside City Council is not in session; and

WHEREAS, on March 13, 2020, the City Manager in his role as the Director of Emergency services, proclaimed the existence of a local emergency pursuant to Chapter 2.40 of the Seaside Municipal Code to ensure an effective response to the COVID-19 pandemic; and

WHEREAS, the City has issued eight prior Supplements to the initial proclamation of Local Emergency and the State of California remains in a state of emergency;

WHEREAS, on or about July 1, 2021, in response to the Governor's "Reopening California" City Hall reopened with COVID protections in place for staff and the public to enter safely and keep the spread of COVID; and

WHEREAS, on September 17, 2021, the Governor adopted revisions to the Brown Act to allow the continuance of hybrid meetings so long as the procedural findings and declarations of an ongoing emergency are made every 30-days and the City of Seaside has made such findings and declarations; and

WHEREAS, the Omicron variant is a variant of SARS-CoV-2, the virus that causes COVID-19. It was first reported to the World Health Organization (WHO) from South Africa on November 24, 2021. On November 26, 2021, the WHO designated it as a variant of concern and named it "Omicron", the fifteenth letter in the Greek alphabet. CDC states that even people with vaccination may spread it to others; and

WHEREAS, California identified its first cases of the Omicron variant on or about December 1, 2021; and

WHEREAS, CDC, and other health organizations are advising that the Omicron variant of the SARS-CoV-2 virus is extremely virulent and has begun to spread through airborne transmission and strongly encourage the use of KN-95 or N-95 masks when indoors in public places; and

WHEREAS, symptoms of the Omicron variant may masquerade as a cold, allergy or other common upper respiratory symptoms, including but not limited to headache, runny or stuffy nose, itchy or sore throat, thus making it difficult to self-diagnose in the absence of PCR or antigen testing; and

WHEREAS, the County of Monterey has experienced a substantial increase in COVID cases County-wide; and

WHEREAS, on or about December 29, 2021, the number of reported cases within the City of Seaside staff exceeds the number of COVID cases meeting the definition of a COVID outbreak, which is defined as three or more COVID cases within a 14-day time window; and

WHEREAS, in accordance with CDC, OSHA, and the California Department of Public Health, employees who either test positive for COVID or exhibit symptoms must quarantine for the prescribed timeframe until they are eligible to return to the workplace; and

WHEREAS, the outbreak has impacted the City's ability to safely provide full access to City facilities and a full complement of services; and

WHEREAS, to ensure the safety of both the City workforce and the public, the City Manager has exercised her executive powers acting as the Director of Emergency services to modify the operations at City Hall and other public buildings; and

WHEREAS, the City Manager is authorized to approve a maximum of two work weeks of paid administrative leave to employees who are diagnosed with COVID, are exhibiting symptoms of COVID, or otherwise required to self-isolate to allow those employees to be absent from their City work site to avoid the spread of COVID without causing a financial hardship on employees and their families; and

WHEREAS, self-isolation is necessary to stop the spread of COVID and its concomitant strain on City resources, and consequently decrease demands on already strained regional and local health and safety resources; and

SMC Section 2.40.060 A.6.a, the Director of Emergency Services is empowered to issue rules and regulations to be confirmed by the City Council at the earliest practicable time; and

WHEREAS, in the interest of health and safety, as affected by the emergency caused by the COVID-19 pandemic, it is necessary to exercise the City Manager's authority to issue these rules related to the protection of life and property.

IT IS HEREBY ORDERED THAT:

- A. Administrative Leave. From December 1, 2021, through March 31, 2022, the City Manager is authorized to approve a maximum of two work weeks of paid administrative leave to employees who are diagnosed with COVID, are exhibiting symptoms of COVID, or otherwise required to self-isolate to allow those employees to be absent from their City work site to avoid the spread of COVID.
- B. Modified Operations. The City Manager is authorized to prepare and implement a modified operations plan, to include, but not be limited to, adjusting the days and hours of operation at City facilities.

DATED: January ____, 2022

By: _____
Roberta Greathouse, City Manager
Director of Emergency Services

APPROVED AS TO FORM:

City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ben Nurse, Housing Program Manager

DATE: January 20, 2022

**SUBJECT: EXTEND URGENCY ORDINANCE 2011 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.**

RECOMMENDATION

Extend the Urgency Ordinance 2011 establishing regulations for the subdivision and development of qualified Senate Bill 9 properties within the City of Seaside.

BACKGROUND

At its December 16, 2021 meeting, the City Council adopted Urgency Ordinance 2011 to implement new state legislation Senate Bill 9 (SB 9). SB 9 allows for ministerial approval ("by right") for up to two dwelling units on a single-family zoned parcel. It also allows for ministerial approval of qualifying urban lot splits.

Prior to January 1, 2022, the Housing Program Manager published Seaside's Senate Bill 9 Duplex and Urban Lot Split Eligibility Checklist and related guidelines to setup a process for Planning and Engineering department staff to begin receiving SB 9 related project applications.

The Urgency Ordinance expires on January 30, 2022, which is forty-five (45) days from its date of adoption. Prior to its expiration, the City Council may hold a public hearing to extend the ordinance for an additional 22 months and 15 days.

Extending the Urgency Ordinance would allow Council time to schedule a study session to discuss policy options and receive feedback and recommendations from the Planning Commission on a more permanent ordinance to implement SB 9.

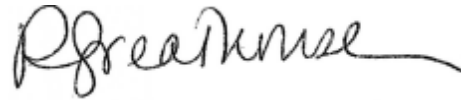
FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. Seaside Senate Bill 9 Eligibility Checklist and Application
 2. Ordinance
-

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



PLANNING DEPARTMENT
440 HARCOURT AVENUE
SEASIDE, CA 93940
TEL: (831) 899-6728 FAX: (831) 718-8605
www.ci.seaside.ca.us

Senate Bill 9 Duplex and Urban Lot Split Eligibility Checklist
(Government Code §65852.21 & §66411.7)
(To Be Completed By Applicant)

California Senate Bill 9 (SB 9) created a "ministerial approval process" for "duplex" and "urban lot split" projects in single-family residential (RS-8 & RS-12) zones. To qualify for the "ministerial approval process," the project must satisfy the eligibility requirements listed in Government Code §65852.21 and/or §66411.7.

To apply for ministerial review pursuant to SB 9, the applicant must complete the following Senate Bill 9 Duplex and Urban Lot Split Eligibility Checklist. In addition to this checklist form, the applicant must also provide architectural plans, a Parcel Map (if proposing an "urban lot split"), and any other documents listed herein. Additionally, all projects must comply with the objective design standards, and standard conditions of approval ([See SB 9 Ordinance & Objective Standards](#)).

PROJECT TYPE

Which type of SB 9 Project is being applied for? ☐ Duplex ☐ Urban Lot Split

To qualify as an SB 9 ministerial approval project, the applicant must check "yes" for all the following general requirements, and all of the requirements for one or both of the project types:

GENERAL REQUIREMENTS

☐ Yes	☐ No	Is the subject property zoned RS-8 or RS-12?
☐ Yes	☐ No	Is the property owned solely by an individual property owner(s)?
☐ Yes	☐ No	Does the project comply will all provisions of Seaside Municipal Code Chapter (SMC) 17.13?
☐ Yes	☐ No	Are all existing improvements to remain on the property permitted?
☐ Yes	☐ No	Will the proposed project be used for residential purposes only?
☐ Yes ☐ N/A	☐ No	Will at least one (1) off-street parking space per unit be provided? If the property is within ½ mile of a High-Quality Transit Corridor of Major Transit Stop, or within one (1) block of a car share, select N/A.
☐ Yes	☐ No	Will the proposed project require the demolition, or alteration, of any of the following: -Housing restricted for moderate, low, or very-low income -Housing subject to rent or price control -Housing occupied by a tenant in the last three (3) years
☐ Yes	☐ No	If the property contains a rental unit within the last three (3) years, will the project demolish 25% or more of the existing exterior structural walls?
☐ Yes	☐ No	Will the proposed project be rented for periods of more than thirty (30) consecutive days at a time?

DUPLEX PROJECT REQUIREMENTS

☐ Yes	☐ No	Does the project propose a maximum total of two (2) units on a single parcel, excluding ADUs or JADUs?
☐ Yes	☐ No	Has an ADU building permit been issued for this site? ADU Type: ☐ Attached/Detached ADU or ☐ JADU?

SUBMITTAL DOCUMENTS, DUPLEX PROJECT:

☐ Building Permit Application	☐ Stormwater Requirements Applicability Checklist
☐ Full Set of Architectural Plans & Structural Calculations	☐ Inspection Fee
☐ MPWMD Water Release Form & Water Permit Application	☐ Plan Check Fee
☐ Water Release Permit from MPWMD	☐ School Impact Fee Payment Receipt

URBAN LOT SPLIT PROJECT REQUIREMENTS

☐ Yes	☐ No	Will the lot split result in two (2) lots?
☐ Yes	☐ No	Will the resulting lots be at least 40% the size of the existing lot?
☐ Yes	☐ No	Will the resulting lots be at least 1,200 sq. ft. in size?
☐ Yes	☐ No	Has a Parcel Map been submitted to the County of Seaside?
☐ Yes	☐ No	Has the property previously been split through an Urban Lot Split?
☐ Yes	☐ No	Has the property owner previously subdivided an adjacent property pursuant to an SB 9 urban lot split?
☐ Yes	☐ No	Will the resulting lot split contain two (2) housing units, or less, on each property?
☐ Yes	☐ No	Will the individual property owner(s) occupy any of the housing units as a result of the lot split for a minimum of three (3) years after the approval date?

SUBMITTAL DOCUMENTS, URBAN LOT SPLIT PROJECT:

☐ Application for Final or Parcel Map	☐ Engineering Parcel Map Review Deposit
☐ Parcel Map (See Final Map Checklist)	☐ Building Dept. Parcel Map Review Fee
☐ Legal Description	☐ Copies of any easement documents as applicable
☐ An exhibit showing the existing and proposed lot lines, any proposed improvements, easements and utilities.	☐ Preliminary Title Report (Less than 90 days old)

PROJECT INFORMATION:
Project Address:
APN(s):
Zoning & General Plan Land Use:
Number of Proposed Units:
Square Footage of Each Proposed Unit:
PRIMARY CONTACT INFORMATION:
Name:
Contact Type: ☐ Architect ☐ Engineer ☐ Property Owner ☐ Representative ☐ Other
Mailing Address:
City, State, Zip Code:
Phone No.:
E-mail:
PROPERTY OWNER CONTACT INFORMATION: (If different than Primary Contact)
Name:
Mailing Address:
City, State, Zip Code:
Phone No.:
E-mail:

CERTIFICATION:

I certify and declare under penalty of perjury under the laws of the State of California that the answers furnished above, and in the attached exhibits, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief. I further understand that additional information may be required to be submitted to the City of Seaside to complete my review.

Applicant Signature

Date

Property Owner Signature

Date

FOR OFFICE USE ONLY	
Date Received:	Received By:
	Determination:

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**EXTENDING URGENCY ORDINANCE 2011 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**

WHEREAS, on December 16, 2021, the City Council adopted Urgency Ordinance 2011 to implement new state legislation Senate Bill 9 (SB 9) pursuant to Government Code Section 65858; and

WHEREAS, SB 9 requires a proposed housing development containing no more than two residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements; and

WHEREAS, SB 9 further requires a local agency to ministerially approve a parcel map for a lot split for a parcel in a single-family residential zone that meets certain requirements; and

WHEREAS, SB 9 authorizes local jurisdictions to apply objective zoning standards, objective subdivision standards, and objective design standards, subject to certain limitations in the statute, and provides that these standards may be embodied in alternative objective land use specifications adopted by a local agency; and

WHEREAS, prior to January 1, 2022, City staff setup a process in line with the SB 9 Urgency Ordinance to begin receiving applications from the public for SB 9 related projects; and

WHEREAS, the urgency ordinance expires on January 30, 2022, which is forty-five (45) days from its date of adoption. Prior to its expiration, the City Council may hold a public hearing to extend the ordinance for an additional 22 months and 15 days; and

WHEREAS, extending the urgency ordinance would allow Council time to schedule a special study session to discuss policy options and receive feedback and recommendations from the Planning Commission on a more permanent ordinance to implement SB 9.

NOW, THEREFORE BE IT RESOLVED that the Council of the City of Seaside extends Urgency Ordinance 2011 to implement new state legislation Senate Bill 9 for an additional 22 months and 15 days.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of January 2022, by the following vote:

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

ABSTAIN:

COUNCILMEMBERS:

APPROVED

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Trevin Barber, Assistant City Manager

DATE: January 20, 2022

**SUBJECT: DISCUSS OPTIONS FOR COMMERCIAL VACANCY TAX AND
BLIGHTED BUILDING PENALTY (WIZARD & GARCIA-
ARRAZOLA)**

RECOMMENDATION

Receive report and provide direction to staff. The City Council may consider directing staff to take the immediate next step of initiating a tax feasibility study and returning to the City Council with the results.

BACKGROUND

At the City Council Meeting on July 7, 2021, Council Members Wizard and Garcia-Arrazola requested information on the possibility of a tax on vacant commercial businesses. The intent of this item is for the Council to discuss the possibility of adopting a parcel tax for vacant structures and provide direction to staff on desired outcomes. This item does not adopt a parcel tax.

ANALYSIS

Review of Tax Mechanisms

While California cities have the authority to enact several different types of taxes and fees, each has its own unique set of pros and cons. Mechanisms such as Community Facility Districts, sales tax, or gross revenue taxes wouldn't allow the precision needed to target vacant-structured parcels or raise funds for a general benefit program, such as public safety or redevelopment. In other words, fee mechanisms are strictly used to offset costs of services and tax mechanisms are used to provide broader services and programs not necessarily, nor directly, related to the levy. For instance, if a vacant building is broken into by the unhoused and several fires are caused, the City may require the property to be fenced and boarded and pursue recovery of associated direct costs.

However, the City would not be able to collect general costs associated with addressing that problem, such as: the cost of graffiti abatement in the public right-of way near the structure, most of the costs associated with the calls for emergency services, the cost of staff and consultants time for developing broad economic development activities to improve city aesthetics, and the opportunity cost of not having a tax producing business or property. Tax revenues could provide assistance in creating revenue in order to support other programs designed to help create a more inviting community for residents and businesses. In this endeavor, the City's best option is a specific type of property tax that is unique to California—the parcel tax.

A parcel tax is a tax on parcels of real property collected as part of a parcel's property tax bill. Unlike the property tax, the parcel tax is not based on the value of property and is therefore considered a 'special tax' which is allowable under Prop 13. It is typically a flat tax per parcel but may vary with the size or characteristics of the parcel. The parcel tax is a main source of revenue for schools, colleges, hospitals, and special districts.

According to the California Secretary of State, in 2021 alone, there were 18 counties, cities, and special districts that placed a parcel tax on the ballot. Each parcel tax was slightly unique but follows the same pattern of implementing a parcel tax that is based on "use." For example, single-family homes pay a flat fee per parcel but that fee is different than a multi-family complex, a hotel, or a business. Seaside would implement a similar fee structure, but the parcel tax would only be applied to parcels with a use of 'Vacant' and zoning of 'Commercial,' 'Mix-Use', or something similar. Further analysis can be done to consider the appropriate rate per acre or per square foot so not to penalize owners of smaller or larger properties, unnecessarily. To better prepare for more nuance in vacant structure abatements and to avoid complexity, the Council may consider not defining the tax by zoning code such as commercial versus residential and instead apply it strictly to all vacant properties. Simplifying the tax would provide flexibility and enable the City to apply it to more use cases, such as residential buildings in commercial districts.

Any agency that is exempt from general property taxes is classified as exempt from the parcel tax with the exception of parcels owned by the City, Successor Agency of the Redevelopment Agency, or City Housing Authority. Parcels with a use code specifying 'government owned property' are classified as exempt. Parcels owned by churches and schools/universities are considered taxable based on direction from the City. As described above, if the parcel is identified with a use code specifying "government owned property" then it is classified as exempt, regardless of ownership.

For example, the City of Desert Hot Springs, the first passed a "public safety" parcel tax in 2000, with 79 percent approval. The City renewed the tax in 2010, with 83 percent approving. For the June 2014 election, the City placed on the ballot a proposal to amend its parcel tax by increasing the tax rate on vacant land from \$30 to \$372 per acre. The increase would have had a particularly large impact on a Canadian company that owned 1,600 acres of vacant land in the City. Overall, the City projected that the tax would

increase revenue by \$3.8 million per year (per their analysis by Ramseth). The proposal received a positive vote from 61 percent of voters, 5 percentage points short of the required two-thirds. Creative taxes like this one are difficult to explain to the public and require more lead time to engage with the community. They also generally violate the expectation that taxes follow the principles of uniformity and neutrality as defined by the California Tax Foundation.

Parcel Tax Timeline

The parcel tax must be approved by two-thirds of voters and is established by ordinance of the City Council. The ordinance does not have to include a sunset date, but most in California have a sunset date to adjust the fees and confirm voter approval. Most have annual cost of living adjustments tied to CPI and annual override of the Gann's appropriations limit.

Using information from the Monterey County elections department, a sample timeline for placing an item on the statewide ballot, November 8 , 2022, would look something like the following:

<u>Action</u>	<u>Start Date</u>	<u>End Date</u>
Begin feasibility study with municipal advisor	February 1, 2022	February 28, 2022
Present feasibility results to the City Council	March 3, 2022	March 3, 2022
Begin community engagement, listening sessions, and informational activities	March 4, 2022	April 30, 2022
Decide election feasibility	May 5, 2022	May 5, 2022
Draft ordinance with tax consultant	May 6, 2022	May 20, 2022
Public notice of vote to start election on ordinance	May 20, 2022	June 2, 2022
Public Hearing Council Meeting 1st reading on ordinance	June 2, 2022	June 2, 2022
Public notice of vote to start election on ordinance	June 3, 2022	June 16, 2022
Public Hearing Council Meeting 2nd reading on ordinance	June 16, 2022	June 16, 2022

Last day to file a Local Measure	July 11, 2022	July 11, 2022
10-day public review period of local measure on the ballot	July 12, 2022	July 21, 2022
Period to file Primary Arguments in favor of or against local ballot measures	July 12, 2022	July 17, 2022
Last day for local jurisdiction to withdraw ballot measure	July 16, 2022	July 16, 2022
Last day to file Impartial Analysis regarding local ballot measures	July 17, 2022	July 17, 2022
Period to file Rebuttal Arguments in favor of or against local ballot measures	July 18, 2022	July 24, 2022
10-day public review period for rebuttals	July 25, 2022	July 4, 2022
County may begin mailing voter information	August 28, 2022	August 28, 2022
Ballots are mailed to each voter	September 9, 2022	September 30, 2022
Last day to vote / Voters approve or deny ordinance	November 8, 2022	November 8, 2022
If passed, Council meeting to adopt resolution establishing the tax ordinance	December 15, 2022	December 15, 2022
Council meeting annually to establish levies per enacted ordinance (if approved by voters)	June	June

Property Data

According to CoStar, a commercial property database firm, vacancy rates in the City of Seaside have been found to be significantly low. Overall vacancy rate in Seaside was 6.4 percent with a 22% portion of vacancies classified as "other vacant" further reducing the overall recorded vacancy rate. As of December 3, 2021, there are at least 65 listed

abandoned properties. The following figures present the absorption and vacancy rates of office, industrial, retail, and land in the City of Seaside. Figures are presented in square feet. The grand total of square feet is 416,502 representing 82 properties. The absorption rate provides insight into how quickly or slowly properties are being sold in the real estate market. As shown in Figure 1, the absorption rate between the last ten years to 2021 have presented that the net absorption rate has decreased. This decrease indicates how much slower properties will be sold and purchased. The number of vacant properties would increase in a slower real estate market.

Figure 1: Net Absorption in the City of Seaside

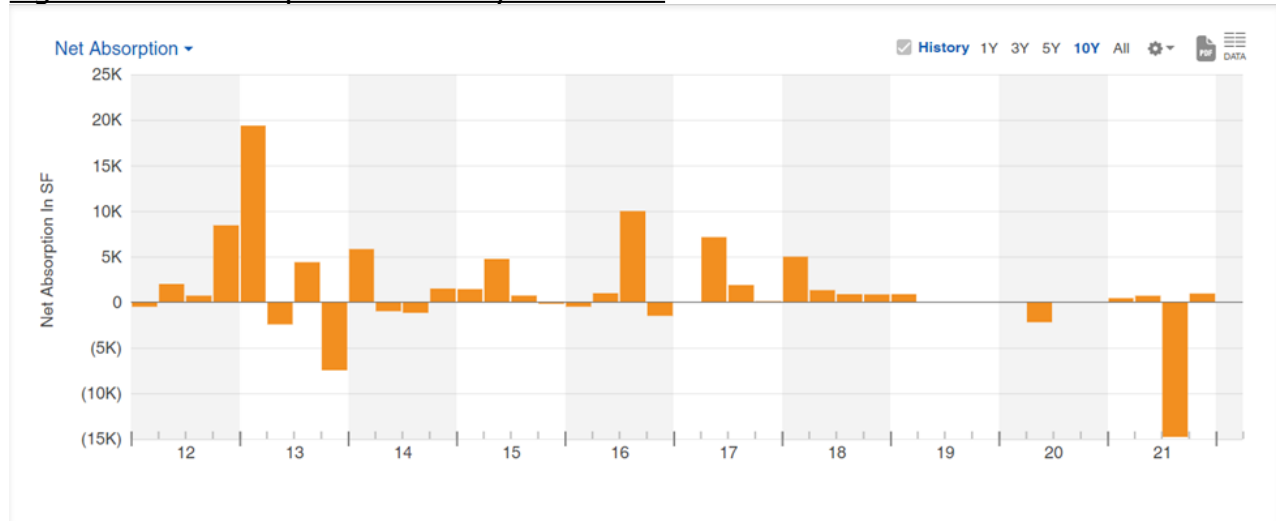


Figure 2: Vacancy Rate in Seaside.

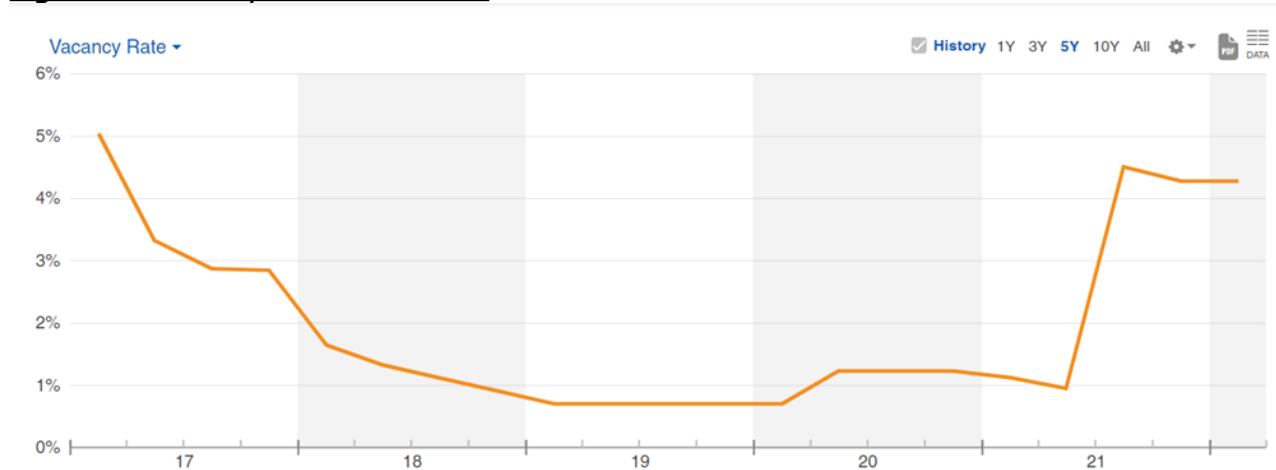
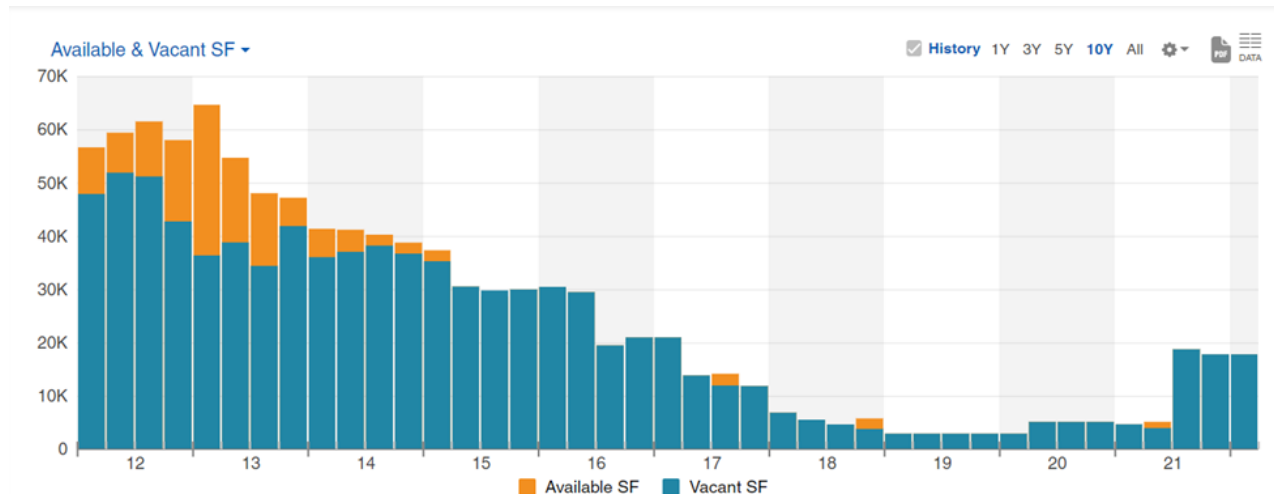


Figure 3: Total Available and Vacant Space in Seaside by square foot. Comparing the available square feet to vacant square feet, it is evident how the number of vacant square feet has increased in 2021.



Vacant Buildings as a Communitywide Problem

According to J.M. Gau's "Broken Window Theory," vacant properties are a concern for the welfare of the Seaside community as they represent loss of local control, which is bad for investment and can bring about a chain reaction resulting in increased crime. Such neglected properties have been linked to a growing fear and lower confidence in a community. A decrease in visible quality of life also decreases tax revenues, which would provide assistance for dealing with vacant or blighted properties. Decreasing the number of vacancies and addressing any decaying properties immediately is the industry best practice for neighborhood preservation.

Existing Municipal Code

The City of Seaside's Municipal Code currently has some vacant property regulations and penalties as adopted by Ord. 1070 § 2, 2019 and Ord. 996 § 1, 2011. If a property is deemed uninhabitable and is not in danger of structural collapse, a placard of condemnation and an order for the structure to be boarded/fenced is given. Additionally, an owner will owe a debt for failure to comply within a specified time, for the cost of boarding said structure and to be collected by any legal means. The City's Municipal Code also requires vacant residential properties to register with the City. Chapter 8.29 Abandoned Residential Property Registration was specifically established for registration of abandoned residential properties in order to protect neighborhoods from blight. The registration of the vacant property is valid until the property no longer remains subject to the chapter. After registration of a property, there is a fee set by the city council that must be paid and property is to be kept within security and maintenance requirements. The current fee is \$62.00. Within the chapter, Ord. 996 cites that any violation of said chapter will be charged as a misdemeanor; treated as a strict liability offense; violation of any portion of the chapter will be subject to prosecution or administrative enforcement.

FISCAL IMPACT

None at this time.

Estimated Costs

A special tax feasibility study will cost approximately \$20,000.00

Community engagement support will cost approximately \$30,000.00

A special tax consultant will cost approximately \$10,000.00

Adding a local measure to the ballot will cost conservatively \$120,000.00

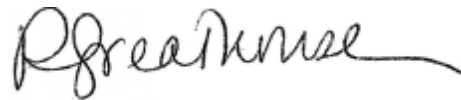
Benefits

If approved, the tax could offset costs with a long-term, permanent revenue stream. A two-thirds vote of the electorate is required.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.B.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Trevin Barber, Assistant City Manager

DATE: January 20, 2022

**SUBJECT: ADOPT A RESOLUTION APPROVING SEASIDE'S CANNABIS
SELECTION CRITERIA FOR ADDITIONAL CANNABIS RETAIL
SHOPS AND AMENDING THE CITY OF SEASIDE'S FEE
SCHEDULE FOR FISCAL YEAR 2021-2022**

RECOMMENDATION

Adopt a resolution approving Seaside's Cannabis Selection Criteria for additional retail shops and amending the City's fee schedule for Fiscal year 2021-2022.

BACKGROUND

In September of 2017, Seaside passed regulations allowing the sale, distribution, and cultivation of medical and adult-use cannabis at a limited number of locations in the City. After a series of public meetings with the Planning Commission and the City Council, the Seaside City Council awarded three cannabis Use Permits at the December 28, 2018, Special Meeting. Additionally, the City Council requested that three additional applicants be considered as "in process and in good standing" and directed staff to provide options to amend the existing ordinance to allow the issuance of use permits to those additional operators. The City Council subsequently amended the ordinance by increasing the total number of available permits and reducing the buffer distance between dispensaries. Further, in April of 2021, the City Council amended the ordinance to increase cannabis dispensaries (retail), switch to using "conditional use permits," and require that the criteria for dispensary selection be established by resolution. The intent of this item tonight, is for the Council to discuss and ultimately adopt that resolution—identifying selection criteria for additional cannabis retail shops. After adoption, staff will begin the application process with a request for proposal. The anticipated timeline and proposed application process is as follows.

ANALYSIS

PROPOSED SELECTION CRITERIA

The new application process and selection criteria were created using available best practices with business friendliness, transparency, and fairness as paramount values. The process will encompass three phases:

PHASE I: DETERMINATION OF ELIGIBILITY

Applicants must submit all required application materials together in one complete comprehensive application as a .PDF package. This will be accomplished electronically using the City's digital drop box form provided in the 2022 Seaside Cannabis Administrative Guidelines. Prior to an application being evaluated and ranked using the criteria, an application must be deemed complete. To be deemed complete, an application must include all of the following with original signatures for each document:

- (a) Cannabis Dispensary License Application;
- (b) Financial Responsibility, Indemnity, and Consent to Inspection Terms Agreement;
- (c) Agreement on Limitations of City's Liability and Indemnification to City;
- (d) Application fee and Background Check fee(s);
- (e) Business Owner Acknowledgment Agreement;
- (f) Proof of Property Owner Consent/Landlord Affidavit; and
- (g) Proof of Insurance or letter of insurability from the Insurance Company.

PHASE II: APPLICATION EVALUATION AND REVIEW (2,500 points)

During Phase II, a committee of staff and the Consultant will review and score each application using a merit-based, check box system. Essentially, this is a more thorough completeness check using objective standards and professional judgment. Points in this phase reflect the accuracy of each application in meeting the established Council Selection Criteria. The top applicants, as determined by the City as those scoring a minimum of 90% or higher (2,250 points), in Phase II may be eligible to advance to Phase III. However, the decision as to how many applicants will be interviewed may change based on the quantity of applicants and the overall quality the City receives. Notice of the results of Phase II will be provided in writing via email to the primary contact listed on the application.

Summary of Evaluation Sections:

- Section A. Business Plan (300 points)
- Section B. Labor, Equity, Diversity, and Inclusion Plan (400 points)
- Section C. Safety Plan (200 points)
- Section D. Security Plan (300 points)
- Section E. Qualifications of Owners (300)
- Section F. Neighborhood Compatibility Plan (300 points)
- Section G. Community Benefit and Investment Plan (400 points)
- Section H. Proposed Location (300 points)

SECTION A: BUSINESS PLAN (300 points)

1. Finances* – A budget for construction, operations, maintenance, compensation of employees, equipment, property lease, security equipment and staff, City fees, state fees, utility costs, product purchases and other anticipated contingency costs. The budget must demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the sources and uses of funds.

- A. Proof of capitalization, in the form of documentation of cash or other liquid assets on hand, Letters of Credit or other equivalent assets which can be verified by the City.
- B. A pro forma for at least three years of operations.
- C. A schedule for beginning operation, including a narrative outlining any proposed construction and improvements and a timeline for completion.

2. Daily Operations - The Business Plan should describe the day-to-day operations which meet industry best practices for the type of cannabis business you are applying.

2.1 Describe the day-to-day operations for a RETAIL license. This should include at a minimum the following criteria:

- A. Describe customer check-in procedures.
- B. Identify location and procedures for receiving deliveries during business hours.
- C. Identify the name of the Point-of-sale system to be used and the number of Point-of-Sale locations.
- D. Estimate the number of customers to be served per hour/day.
- E. Describe the proposed product line to be sold and estimate the percentage of sales of flower and manufactured products.
- F. If proposed, describe delivery service procedures, number of vehicles and product security during transportation.
- G. How the Cannabis Business will conform to local and state laws: See SMC Chapters 19.02, 19.09 and Title 17 as they pertain to retail establishments in the City of Seaside.
- H. How cannabis and cannabis products will be tracked and monitored to prevent diversion. Describe the Point-of-Sale system to be used and how it will interact with the state's mandated track and trace system.

SECTION B: LABOR, EQUITY, DIVERSITY & INCLUSION PLAN (400 points)

- 1. The application should describe to what extent the cannabis business will adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees.
- 2. Identify number of employees at initial opening and the maximum number of employees when the business is at full capacity.

3. Describe any diversity and inclusion programs that will be developed as part of the business model which embraces a rich and diverse work force with a diverse set of perspectives, work and life experiences, as well as religious and cultural differences that provide equal opportunities for employee development.
4. Identify all positions and their responsibilities.
5. Describe compensation to and opportunities for continuing education and training for employees.
6. Describe whether the cannabis business is committed to offering employees a Living Wage.
7. Briefly describe benefits provided to employees such as health care, vacation, and medical leave, to the degree they are offered as part of employment.
8. Describe to the extent to which the cannabis business will be a locally owned enterprise and the owner(s) reside within the City of Seaside. In order to qualify for this criteria, an owner must have lived in the City of Seaside for at least one year prior to January 1, 2022.

SECTION C: SAFETY PLAN (200 points)

1. The detailed Safety Plan shall be prepared by a California professional fire prevention and suppression consultant.
2. This plan will describe all fire prevention and suppression measures, fire extinguisher locations, evacuation routes and alarm systems the facility will have in place.
3. Describe all accident and incident reporting procedures.
4. Describe the waste management locations and procedures.

SECTION D: SECURITY PLAN (300 points)

1. The security plan shall be prepared by a professional security consultant. This can be done with in-house staff or a consultant, but it must clearly demonstrate that it meets the professional standards requested to receive the appropriate points for each criterion in this section.
 - A. The plan should demonstrate how the cannabis business wishes to develop the floor plan and address other security issues on the property.
2. Premises Diagram: In addition to the site plans submitted for the Proposed

Location (in Section H of Appendix A), a separate Premises Diagram must be included in this Security Plan section (Section D) of the application. The diagram must meet the requirements pursuant to CCR Title 16, Division 42, §5006 Premises Diagram.

- A. The diagram shall show the boundaries of the property and the proposed location to be licensed, showing all boundaries, dimensions, entrances and exits, interior partitions, walls, rooms, windows, and doorways, and shall include a brief statement or description of the principal activity to be conducted therein.
 - B. The diagram shall show and identify commercial cannabis activities that will take place in each area of the premises and identify all limited-access areas.
 - C. The diagram shall show where all cameras are located and assign a number to each camera for identification purposes.
 - D. The diagram should be accurate, dimensioned and to-scale (minimum scale of 1/4").
 - E. If the proposed location consists of only a portion of a property, the diagram must be labeled indicating which part of the property will be used for the licensed premises and what activities will be used for the remaining property.
3. Description of operational security, including but not limited to general security for access/visitor control, inventory control and cash handling procedures.
 4. Description of perimeter security, on-site security guards, lighting, and parking.
 5. Identify transportation techniques and security procedures.
 6. Description of employee training and general security policies.

SECTION E: QUALIFICATION OF OWNERS (300 points)

1. Experience – Demonstrate the business owner's experience in owning, managing, and operating a cannabis business. For purposes of this section, owner shall mean the State definition of owner in the State Business and Professions Code Section 26001 and all persons, companies, and entities that will be directing, controlling, and/or managing the day-to-day operations of the business. Evidence that prior experience was from legally permitted activities.
2. Cannabis Industry Knowledge – Demonstrate overall knowledge of the cannabis industry (as demonstrated throughout the screening application), including identification of how industry best practices and State regulations have been incorporated in existing/prior legal businesses outside the City of Seaside.

3. Ownership Team – Describe the involvement of the ownership team in day-to-day operation of the business. Owner is defined based upon the State definition of owner, see Business and Professions Code Section 26001.

SECTION F: NEIGHBORHOOD COMPATIBILITY PLAN (300 points)

1. Describe how the business will proactively address and respond to complaints related to noise, light, odor, and vehicle and pedestrian traffic.
2. Describe how the business will be managed to avoid becoming a nuisance or having impacts on its neighbors and the surrounding community.
3. Describe odor mitigation practices:
 - A. Identify potential sources of odor.
 - B. Describe odor control devices and techniques employed to ensure that odors from cannabis are not detectable beyond the licensed premises.
 - C. Describe all proposed staff training and system maintenance plans.
4. Describe the waste management plan. The plan shall include waste disposal locations, security measures, methods of rendering all waste unusable and unrecognizable, and the vendor in charge of disposal.
5. The application should include the following information about the proposed location:
 - A. Physical address and a detailed description of the proposed location, including the overall property, building, and interior floor plan.
 - B. Description of all known nearby State and local sensitive use areas. The cannabis business must have the appropriate zoning and meet all the locational requirements as described in SMC section 19.02.010 and Chapter 17.
 - C. List any nearby well-traveled paths to schools and describe how the cannabis business will proactively protect the youth on these paths from exposure to the cannabis business.
 - D. Describe how the business will proactively take steps about community concerns to protect the youth generally from the impacts of the cannabis business.

- E. Proof of ownership, lease agreement, or a Letter of Intent to Lease.
- F. Vicinity map.
- G. Photographs of existing site and buildings.
- H. Evidence that the location has access to public transportation for employees or customers.

SECTION G: COMMUNITY BENEFITS AND INVESTMENTS PLAN (400 points)

The cannabis business should describe the benefits the business will provide to the local community, for example by directly aiding, participating in, or funding the work of local non-profits, community-based organizations, civic organizations, or social services organizations. Benefits may be in the form of volunteer services, monetary donations, financial support of City-sponsored activities or organizations, in-kind donations to the City or other charitable organizations and/or any other economic incentives to the City which will meet the strategic strategy goals established by the City Council.

SECTION H: PROPOSED LOCATION (300 points)

In addition to the location related details required in the Security Plan section of this application, the application shall include a thorough narrative description of the proposed location, including but not limited to the overall site, existing and/or proposed building(s), parking spaces, driveways, pedestrian sidewalks/rights-of-way, and neighboring businesses on the parcel. Description of floor plans and interior design are not a requirement of this section. In addition to the narrative description of the proposed locations, Applicants shall also include the following items.

1. The CDL applicant must have the appropriate zoning and meet all the locational requirements as described in SMC Section 19.02.010 and Chapter 17.
2. The application shall include photographs of the front (street facing) side of the building. In the event the proposed location is undeveloped land, photographs shall depict the property from all vantage points of the property.
3. The application must include a (Site) diagram depicting all details described in the narrative description of the proposed location. The diagram required for this section need not include a description of any building interior, floor plan or security detail.
4. Please described how the business proposes to rehabilitate a vacant or substandard building in which the business proposes to operate.

PHASE III: CITY COUNCIL INTERVIEW AND FINAL RECOMMENDATION

Upon the completion of Phase II, the City Manager will present to the City Council the top Applicants that will be interviewed by them in order to make a final determination as to who will be awarded a CDL License(s). Each Applicant should be prepared to

conduct a brief presentation and to be interviewed by the City Council. After the City Council has made a determination as to who if any Applicants may be awarded a CDL license, the Applicant(s) will be informed and directed to apply for and obtain a conditional use permit for the physical location where the CDL will be operated. In addition, and as a condition of issuance of the regulatory license, the operator of each cannabis facility shall enter into a development/operational agreement with the City setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of Chapter 19.02 and 19.08, including, but not limited to community benefits such as public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare. It shall be very important for each applicant to strategically understand the Council Policy direction on reaching its economic incentive goals related to the community benefit when negotiating it with the City. Should an applicant fail to apply for and secure a Conditional Use Permit in a reasonable timeframe, the City will move forward with another applicant based on the ranking established by the City.

Any Applicant wishing to appeal Phase I or Phase II of the Application Process may appeal to the City Council or appointed hearing officer within ten (10) days of the Applicant receiving a notice that they will not move forward in the application process or be issued a license. Such appeals shall comply with the requirements of SMC Section 19.10.020 but only as it pertains to the denial of the initial application and not to the suspension or revocation of the conditional use permit as a result of this application process.

SUMMARY OF CHANGES

Some key differences between the old criteria and new include:

- Revenue projections were provided by applicants in 2017. However, the finance director did a second revenue calculation, making adjustments to revenue projections to add a more realistic component to the projections. This resulted in cannabis applicants being ranked and then re-ranked using the revised calculation. Now that the City of Seaside has experience with cannabis dispensaries and revenue expectations, the City is better able to gauge cannabis revenue projections. The new system places less emphasis on revenue compared to the 2017 scoring (and more emphasis on local enterprise and community benefits).
- Business plan criteria adds a category for existing Seaside cannabis dispensary expansion. If a dispensary is already permitted in the City of Seaside and wishes to expand, requiring an additional conditional use permit results in additional points. This promotes expansion of existing dispensaries beyond increasing the quantity of new dispensaries. Candidates that applied and were ranked in the 2017 process are also given points, as that indicates a serious and continued interest in Seaside.

- Local Enterprise and Community Benefits Plan originally included local businesses to be used, hiring practices, and local residence of owners. The criteria have been updated to give additional points to owners with proof of local residency for at least 2 years. Social equity issues included giving points for minorities, women, and low to moderate income persons. Points will be awarded for wages and benefits for the lowest level employee. This was not an original criterion, but the Council asked each applicant about this topic in 2017, which is why it is being added as a ranking criterion in 2021.
- Neighborhood compatibility is screened prior to the application being deemed complete. Dispensaries must follow SMC 19.02.010.C and SMC 19.02.010.D regarding distance from a public/private school and from another dispensary. Dispensaries with ineligible proximities will be removed from further consideration.
- Redevelopment and Blight Remediation is scored higher. Section H in the Appendix related to "Location" states "Please describe how the business proposes to rehabilitate a vacant or substandard building in which the business proposes to operate." By doing this it should address the Council's desire to address locations which provide the City the opportunity to rehabilitate some of the blight in the commercial areas.
- Safety and Operations Plan originally used rankings of inadequate, adequate or exemplary. The Safety and Security Plans were originally rated together. The new version breaks categories out and ranks specific categories. While security plans are redacted for safety reasons, they will continue to be ranked by Seaside Police and Seaside Fire. However, there are now more specific criteria.
- Security Plan is now separate from Safety & Operations Plan.
- There will be no "combine and amend" process, which was useful when licensing dispensaries was first done in the State and Seaside, but now all parties involved have greater expertise and higher quality applications are expected.
- The property owner approval will be on a standardized form, compared to individualized letters from property owners in 2017.

The logistics of formatting and receiving the application is also being revised. Previously, there were no standardized file names, formats, etc which resulted in some confusion with a few applicants. New applications must be submitted in PDF format, with 12 point font, in Verdana or Tahoma (which are both the City's ADA compliant font), and not to exceed 200 pages. In the past, there was no size limitation, resulting in thousands of pages of application materials to be reviewed by staff, Planning Commissioners and Council Members. Please note that one city in California recently received 36 applications for 4 dispensary licenses, so limiting page quantities and adhering to strict formatting conventions helps to move the process along faster and more accurately. The City will also be using a consultant to accept, standardize, and process application intake.

All communication with staff during the application process must be via email. For the

selection process, a central point of contact will be announced with the appropriate email information in the RFP. All questions and answers will be shared on a central website, so each applicant has access to the same information. This enhances the transparency of the selection process.

FISCAL IMPACT

None at this time.

Program costs are anticipated to be recovered through fees. The Municipal Fee Schedule 2021-2022 is proposed to be modified as follows:

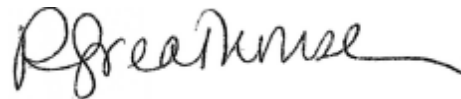
Schedule of Community, Housing, & Economic Development Division Fees

OTHER FEES	20/21 Adopted	21/22 Adopted (Amended 01/06/2022)
Cannabis Dispensary Application Fee	\$3,000	\$8,000
Cannabis Retail Application Fee	\$3,000	\$8,000

ATTACHMENTS

1. Reso

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

IDENTIFYING CANNABIS DISPENSARY SELECTION CRITERIA AS CALLED FOR BY SEASIDE MUNICIPAL CODE 19 AND AMENDING THE FEE SCHEDULE FOR THE CITY OF SEASIDE FOR FISCAL YEAR 2021-2022 FOR THE CANNABIS DISPENSARY APPLICATION FEE

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

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

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

WHEREAS, on April 1, 2021, the City of Seaside approved updating SMC 19 text to increase cannabis dispensaries, not to exceed five in the West Broadway Urban Village specific plan area and not to exceed three outside the West Broadway Urban Village specific plan area (it is anticipated dispensaries will be both medical and adult); and

WHEREAS, in March and April, 2021, the City of Seaside stated that additional dispensary applications are not to be accepted until the Council indicates to do so at a time in the future; and

WHEREAS, on April 1, 2021, the City of Seaside passed to print an amendment to SMC 19.08.010.B and on April 1, 2021 the City of Seaside adopted amendment to SMC 19.08.010.B which requires that the criteria for dispensary selection to be established by resolution; and

WHEREAS, the City Manager prepared and submitted to the City Council a Municipal 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 Municipal Fee Schedule for Fiscal Year 2021-2022 in the staff

report dated January 20, 2022, for approving Seaside's Cannabis Selection Criteria for additional retail shops; and

WHEREAS, the proposed amendment to the Municipal Fee Schedule changes the title of the Cannabis Dispensary Application Fee to Cannabis Retail License Application Fee; and

WHEREAS, the City Council has carefully examined the same and is satisfied with stated Fee Schedule amendments; and

NOW THEREFORE, BE IT RESOLVED, the City of Seaside City Council adopts a resolution amending the Fee Schedule for Fiscal Year 2021-2022 as described and adopting the following selection criteria for cannabis dispensaries:

PHASE 1: Determination of Eligibility

During Phase I, applications will be reviewed for completeness and compliance against the submittal requirements listed below. Applications that are incomplete or received late will automatically be disqualified. To be deemed complete, an application packet must include:

- (a) Cannabis Dispensary License Application;
- (b) Financial Responsibility, Indemnity, and Consent to Inspection Terms Agreement;
- (c) Agreement on Limitations of City's Liability and Indemnification to City;
- (d) Application fee and Background Check fee(s);
- (e) Business Owner Acknowledgment Agreement;
- (f) Proof of Property Owner Consent/Landlord Affidavit; and
- (g) Proof of Insurance or letter of insurability from the Insurance Company.

PHASE II: Evaluation and Review

During Phase II, a committee of staff and the Consultant will review and score each application using a merit-based, check box system. Essentially, this is a more thorough completeness check using objective standards and professional judgment. Points in this phase reflect the accuracy of each application in meeting the established Council Selection Criteria. The top applicants, as determined by the City as those scoring a minimum of 90% or higher (2,250 points), in Phase II may be eligible to advance to Phase III. However, the decision as to how many applicants will be interviewed may change based on the quantity of applicants and the overall quality the City receives. Notice of the results of Phase II will be provided in writing via email to the primary contact listed on the application.

Summary of Evaluation Sections:

- Section A. Business Plan (300 points)
- Section B. Labor, Equity, Diversity, and Inclusion Plan (400 points)
- Section C. Safety Plan (200 points)
- Section D. Security Plan (300 points)
- Section E. Qualifications of Owners (300)
- Section F. Neighborhood Compatibility Plan (300 points)
- Section G. Community Benefit and Investment Plan (400 points)
- Section H. Proposed Location (300 points)

SECTION A: BUSINESS PLAN (300 points)

1. Finances* – A budget for construction, operations, maintenance, compensation of employees, equipment, property lease, security equipment and staff, City fees, state fees, utility costs, product purchases and other anticipated contingency costs. The budget must demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the sources and uses of funds.

A. Proof of capitalization, in the form of documentation of cash or other liquid assets on hand, Letters of Credit or other equivalent assets which can be verified by the City.

B. A pro forma for at least three years of operations.

C. A schedule for beginning operation, including a narrative outlining any proposed construction and improvements and a timeline for completion.

2. Daily Operations - The Business Plan should describe the day-to-day operations which meet industry best practices for the type of cannabis business you are applying.

2.1 Describe the day-to-day operations for a RETAIL license. This should include at a minimum the following criteria:

A. Describe customer check-in procedures.

B. Identify location and procedures for receiving deliveries during business hours.

C. Identify the name of the Point-of-sale system to be used and the number of Point-of-Sale locations.

D. Estimate the number of customers to be served per hour/day.

E. Describe the proposed product line to be sold and estimate the percentage of sales of flower and manufactured products.

F. If proposed, describe delivery service procedures, number of vehicles and product security during transportation.

G. How the Cannabis Business will conform to local and state laws. See SMC Chapters 19.02, 19.09 and Title 17 as they pertain to retail establishments in the City of Seaside.

H. How cannabis and cannabis products will be tracked and monitored to prevent

diversion. Describe the Point-of-Sale system to be used and how it will interact with the state's mandated track and trace system.

SECTION B: LABOR, EQUITY, DIVERSITY & INCLUSION PLAN (400 points)

1. The application should describe to what extent the cannabis business will adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees.
2. Identify number of employees at initial opening and the maximum number of employees when the business is at full capacity.
3. Describe any diversity and inclusion programs that will be developed as part of the business model which embraces a rich and diverse work force with a diverse set of perspectives, work and life experiences, as well as religious and cultural differences that provide equal opportunities for employee development.
4. Identify all positions and their responsibilities.
5. Describe compensation to and opportunities for continuing education and training for employees.
6. Describe whether the cannabis business is committed to offering employees a Living Wage.
7. Briefly describe benefits provided to employees such as health care, vacation, and medical leave, to the degree they are offered as part of employment.
8. Describe to the extent to which the cannabis business will be a locally owned enterprise and the owner(s) reside within the City of Seaside. In order to qualify for this criteria, an owner must have lived in the City of Seaside for at least one year prior to January 1, 2022.

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2. This plan will describe all fire prevention and suppression measures, fire extinguisher locations, evacuation routes and alarm systems the facility will have in place.
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 - A. The plan should demonstrate how the cannabis business wishes to develop the floor plan and address other security issues on the property.

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related to noise, light, odor, and vehicle and pedestrian traffic.

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PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside held on the 20th 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 AS TO FORM:

Sheri L. Damon, City Attorney