



A G E N D A

CITY OF SEASIDE

CITY COUNCIL/SUCCESSOR

AGENCY TO THE

REDEVELOPMENT AGENCY

JOINT MEETING

440 HARCOURT AVE (COUNCIL CHAMBER)

Thursday, May 5, 2022

5:00 PM

NOTICE: *The City Council will hold its public meetings in person, with a virtual option for public participation based on availability. The City of Seaside utilizes Zoom tele-conferencing technology for virtual public participation; however, we make no representation or warranty of any kind, regarding the adequacy, reliability, or availability of the use of this platform in this manner. Participation by members of public through this means is at their own risk.*

VIRTUAL PUBLIC PARTICIPATION INSTRUCTIONS

- 1.** To view this meeting: Please click on the following link to the City of Seaside YouTube Channel: <https://www.youtube.com/c/CityofSeasideCalifornia>
- 2.** To participate in this meeting: Using the Zoom application on your smart phone, laptop, tablet or desktop and click on this link: <https://ci-seaside-ca-us.zoom.us/j/81936832059>
WEBINAR ID: 819 3683 2059
- 3.** To participate by phone: Please call (669) 900-9128
Enter the meeting ID 819 3683 2059 when prompted. There is no participate code – press the pound sign # after the recording prompts you.
- 4.** To make 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.

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.

IN PERSON PARTICIPATION INSTRUCTIONS

Members of the public participating in person and wishing to address the City Council may approach the podium when the Chair calls for public comment.

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor/Chair
David R. Pacheco	Mayor Pro Tem/Vice Chair
Jason Campbell	Council/Agency Member
Jon Wizard	Council/Agency Member
Alexis Garcia-Arrazola	Council/Agency Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

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

5. PUBLIC COMMENT

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

6. PUBLIC AGENCY COMMUNICATIONS

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

7. PRESENTATIONS

A. APPROVE PROCLAMATION DECLARING MAY 15 - 21, 2022 AS "NATIONAL PUBLIC WORKS WEEK" IN THE CITY OF SEASIDE (DAVE FORTUNE, PUBLIC WORKS SUPERINTENDENT)

B. RETAIL AND RESTAURANT PLASTICS OUTREACH UPDATE BY ENVIRONMENTAL INNOVATIONS (JOSEPHINE FLEMING, PRESIDENT, AND JAKKI CASTORENA-DAVILA, BILINGUAL SUSTAINABILITY CONSULTANT)

C. SEASIDE FIRE DEPARTMENT RESERVE PROGRAM PRESENTATION AND INTRODUCTION OF SIX NEW VOLUNTEER RESERVE FIREFIGHTERS (JASON BLACK, FIRE CAPTAIN)

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

8. CONSENT AGENDA

A. APPROVE MEETING MINUTES FROM APRIL 21, 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 March 12, 2022, through March 25, 2022, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending March 24, 2022. Total Accounts Payable and Payroll for the above referenced period is \$2,862,647.60.

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of March 12, 2022, through March 25, 2022, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending March 24, 2022. Total Accounts Payable and Payroll for the above referenced period is \$500.83.

D. APPROVE A FEE WAIVER FROM HINDU TEMPLE OF MONTEREY PENINSULA FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR DIWALI CELEBRATION NIGHT EVENT ON OCTOBER 08, 2022

RECOMMENDATION: Approve the fee waiver request from the Hindu Temple of Monterey Peninsula for the use of Laguna Grande Hall and kitchen to hold their Diwali Celebration Night in the amount of \$618.75, the organization to provide the City with the non-refundable portion of the deposit of \$92.25 and purchase the City's insurance of \$217.00.

E. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM THE GREATER VICTORY TEMPLE CHURCH OF GOD IN CHRIST AND, THE "WE WORSHIP" COLLECTIVE YOUTH DAY CAMP

RECOMMENDATION: Approve a request from Greater Victory Temple Church of God in Christ and, the "We Worship" Collective youth day camp for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with their summer youth camp.

F. APPROVE A FEE WAIVER FROM COMMUNITY HUMAN SERVICES/DOMESTIC VIOLENCE COUNCIL OF MONTEREY COUNTY FOR

THE USE OF THE LAGUNA GRANDE HALL, BAYONET ROOM, AND BLACKHORSE ROOM FOR THEIR DOMESTIC VIOLENCE PREVENTION CONFERENCE ON OCTOBER 21, 2022

RECOMMENDATION: Approve the fee waiver request from the Community Human Services/Domestic Violence Council of Monterey County for the use of Laguna Grande Hall, the Bayonet Room, and the Blackhorse Room to hold their Domestic Violence Prevention Conference in the amount of \$688.13, the organization to provide the City with the non-refundable portion of the deposit of \$92.25.

G. APPROVE A FEE WAIVER FROM THE VILLAGE PROJECT INC FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR MAE C. JOHNSON EDUCATION & CULTURAL ENRICHMENT ACADEMY CELEBRATION OF EXCELLENCE EVENT ON MAY 21, 2022

RECOMMENDATION: Approve a fee waiver request from The Village Project in the amount of \$478.13 for the use of Laguna Grande Hall and Kitchen for their Mae C. Johnson Education & Cultural Enrichment Academy Celebration of Excellence Event.

H. ADOPT A RESOLUTION APPROVING THE CAMPUS TOWN SPECIFIC PLAN, FINAL MAP PHASE 1 APPROVAL FOR A PORTION OF VESTING MAP VTM-01; DRAFT SUBDIVISION IMPROVEMENT AGREEMENT FOR PHASE 1A; AND ANNUAL REVIEW OF THE DEVELOPMENT AGREEMENT

RECOMMENDATION: Adopt a resolution for the following actions:

1. Determine KB-Bakewell Seaside Venture II, LLC, is acting in good faith in compliance with the provisions of the Development Agreement; and
2. Approve Campus Town Specific Plan Final Map Phase 1, a portion of Vesting Map VTM-01; and
3. Approve Draft Subdivision and Improvement Agreement for Phase 1A.

I. ADOPT A RESOLUTION AUTHORIZING AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$11,750.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute Amendment no. 2 to a professional services agreement for an amount not to exceed \$11,750.00 with Harris & Associates to perform project management of the evaluation of mitigation requirements from the Fort Ord Habitat Management Plan for the Eucalyptus Road Infiltration Repair project.

J. APPROVE PROCLAMATION RECOGNIZING MAY 1, 2022, AS LAW DAY IN THE CITY OF SEASIDE

RECOMMENDATION: Approve a proclamation recognizing May 1, 2022, as Law

Day in the City of Seaside.

K. APPROVE PROCLAMATION RECOGNIZING MAY 1 THROUGH MAY 7, 2022, AS PROFESSIONAL MUNICIPAL CLERKS WEEK IN THE CITY OF SEASIDE

RECOMMENDATION: Approve proclamation recognizing May 1 through May 7, 2022, as Professional Municipal Clerks Week in the City of Seaside.

L. APPROVE PROCLAMATION RECOGNIZING MAY 2022 AS AFFORDABLE HOUSING MONTH

RECOMMENDATION: Approve a proclamation recognizing May 2022 as Affordable Housing Month.

M. ADOPT A RESOLUTION EXTENDING 180.6 ACRE FEET ALLOCATION OF WATER AND 45.83 RECYCLED WATER PER YEAR FOR THE KB BAKEWELL RESIDENTIAL AND COMMERCIAL DEVELOPMENT LOCATED WITHIN THE CAMPUS TOWN SPECIFIC PLANNING AREA

RECOMMENDATION: Adopt a resolution extending the water allocation to the Campus Town Phase I project.

9. PUBLIC HEARING

A. CONSIDER AN APPEAL OF A DENIED TREE PERMIT APPLICATION FOR 1014-1020 TRINITY AVENUE

RECOMMENDATION: Consider the resident's appeal of the denial for a permit to remove three Eucalyptus trees at 1014-1020 Trinity Avenue.

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

11. 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.

12. CLOSED SESSION

A. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54957.6

Agency Negotiators: Roberta Greathouse, Acting City Manager; Donna Williamson, Labor Negotiator; Samantha Sakhrani, Human Resources Analyst.

Employee Organizations: All full-time represented and unrepresented employees and employee associations.

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

Address: 1579 & 1583 Del Monte Blvd, Seaside, CA 93955

APN: 011-301-014 & 011-279-006

Negotiations with Steve Hall, et. al. (Property Owner)

Negotiator for the City: City Manager, et al.

Under Discussion: price, terms of payment or both.

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

Address: The property commonly referred to as Ascent
(Property located on the north side of the 1100 block of Broadway Avenue between Terrace Street and San Lucas Street)

Negotiations with Crauchan Capital

Negotiator for the City: City Manager, et al.

Under Discussion: price, terms of payment or both.

D. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9 - POTENTIAL LITIGATION (1 MATTER)

Potential Litigation (1 Matter)

E. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (GOVERNMENT CODE SECTION 54956.9)

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

Case No: H049031

13. ADJOURNMENT

Next Regularly Scheduled Meeting:

May 19, 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.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Patrick Grogan, Associate Engineer

DATE: May 5, 2022

**SUBJECT: APPROVE PROCLAMATION DECLARING MAY 15 - 21, 2022 AS
"NATIONAL PUBLIC WORKS WEEK" IN THE CITY OF SEASIDE
(DAVE FORTUNE, PUBLIC WORKS SUPERINTENDENT)**

RECOMMENDATION

Recognition of National Public Works Week in the City of Seaside

BACKGROUND

Public Works professionals, engineers, managers, and employees within government and the private sector perform important work to rebuild, improve, and protect our nation's transportation, water supply, water treatment, and solid waste systems, public buildings, and other structures and facilities essential for our citizens. The health, safety, and comfort of our community greatly depends on these facilities and services. Therefore, the City should proclaim May 15 - 21, 2022 as National Public Works Week.

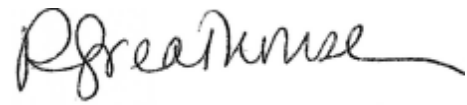
FISCAL IMPACT

None

ATTACHMENTS

1. 2022 Public Works Week
-

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
PROCLAMATION



National Public Works Week
May 15 – 21, 2022

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of this community; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the United States of America to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association be it now,

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, do hereby proclaim the week May 15-21, 2022 as National Public Works Week; and I urge all our people to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they have made to our national health, safety, welfare and quality of life.

Ian N. Oglesby, Mayor
May 5, 2022



DRAFT MINUTES

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

JOINT MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, April 21, 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

The invocation was led by Pastor Ronald Britt. The pledge was led by Mayor Pro Tem/Vice Chair Pacheco.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Pastor Ronald Britt, Helen Rucker, Catherine Crockett, Ann Marie Pagan, Natasha Doolittle, Peter Kaiser, Helen Hernandez, Unidentified speaker, Dianne Nielson, Patti Northem, Annalisa Mitchell, Pastor Kenneth Murray

6. PUBLIC AGENCY COMMUNICATIONS

None

7. PRESENTATIONS

A. MAYOR'S KEY TO THE CITY PRESENTATION TO AL GLOVER

Mayor Oglesby presented a proclamation and the Mayor's Key to the City to Colonel Alfred Glover, Sr. (Ret.). Col. Glover thanked the City for the recognition.

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

Mr. Altamirano provided a presentation.

C. VACCINATION UPDATE (FIRE CHIEF, MARY GUTIERREZ)

Chief Gutierrez provided a presentation.

D. PRESENTATION ON THE GROUNDWATER RECHARGE STUDY (CITY ENGINEER, NISHA PATEL)

City Engineer Nisha Patel introduced Rick Riedl, from the Wallace Group. Mr. Riedl provided a presentation and responded to questions from the Council.

8. CONSENT AGENDA

Items E, F, K, O, P, U were pulled from the Consent Agenda.

On motion by Council/Agency member Campbell and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to approve the Consent Agenda, except for items E, F, K, O, P, and U.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FOR APRIL 7, 2022

ACTION: APPROVED

B. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED & FILED

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED & FILED

D. APPROVE PROCLAMATION RECOGNIZING APRIL 29, 2022, AS ARBOR DAY IN THE CITY OF SEASIDE

ACTION: APPROVED

E. APPROVE PROCLAMATION RECOGNIZING RAMADAN

The item was pulled by Rev. Kenneth Murray.

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

Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to approve a proclamation recognizing Ramadan.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

F. APPROVE PROCLAMATION RECOGNIZING MAY 2022, AS JEWISH AMERICAN HERITAGE MONTH

The item was pulled by Rev. Kenneth Murray.

On motion by Council/Agency Member Campbell and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to approve a proclamation recognizing May as Jewish American Heritage Month.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

G. APPROVE PROCLAMATION RECOGNIZING MAY 2022, AS ASIAN PACIFIC HERITAGE MONTH

ACTION: APPROVED

H. APPROVE PROCLAMATION RECOGNIZING APRIL 24 - APRIL 30, 2022, AS NATIONAL CRIME VICTIMS WEEK

ACTION: APPROVED

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

ACTION: APPROVED

J. APPROVE CO-SPONSORSHIP AND WAIVE ALL FEES RELATED TO THE JUNETEENTH 831 CULTURAL FESTIVAL AT LAGUNA GRANDE PARK ON JUNE 18, 2022

ACTION: APPROVED

K. APPROVE CO-SPONSORSHIP AND WAIVE ALL FEES RELATED TO THE SEASIDE SPORTS LEAGUE FATHER'S DAY BASH AT LAGUNA GRANDE PARK ON JUNE 19, 2022

The item was pulled by Karla Lobo. Recreation Director, Dan Meewis responded to questions.

PUBLIC COMMENT: Jessica Powell, Ann Marie Pagan, Pastor Ronald Britt, Ollieanna Burke

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Wizard and carried by the following vote, the City Council/Successor Agency moved to approve a co-sponsorship and waive all fees related to the Seaside Sports League Father's Day Bash at Laguna Grande Park on June 19, 2022.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

L. APPROVE CO-SPONSORSHIP OF CENTRAL COAST MODEL BOATER'S 50TH ANNIVERSARY NAMBA CHAMPIONSHIP AT ROBERTS LAKE FROM OCTOBER 15 - OCTOBER 22, 2022

ACTION: APPROVED

M. APPROVE A FEE WAIVER REQUEST FROM PALENKE ARTS ORGANIZATION TO USE LAGUNA GRANDE PARK TO HOLD THEIR SIXTH ANNUAL PALENKE ARTS FESTIVAL

ACTION: APPROVED

N. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL BASEBALL TEAM

ACTION: APPROVED

O. APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH RAIMI + ASSOCIATES, INC. TO COMPLETE THE CITY'S HOUSING ELEMENT, TO ADD AN AMOUNT NOT TO EXCEED \$180,000.00

The item was pulled by Council/Agency Member Wizard. Housing Program Manager, Ben Nurse responded to the questions. There were no comments received from the public.

On motion by Council/Agency Member Wizard second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to approve an amendment with Raimi + Associates to complete the City's Housing Element, to add an amount not to exceed \$180,000.00.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #22-43

P. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE CITY'S DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT, AWARDING A CONSTRUCTION AGREEMENT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$592,421.00, AND MAKING THE APPROPRIATE GENERAL FUND BUDGET ADJUSTMENT

The item was pulled by Council/Agency Member Wizard. City Engineer, Nisha Patel responded to questions.

PUBLIC COMMENT: Karla Lobo

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Campbell, and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution approving the plans and specifications for the City's Del Monte Manor L.I.D. improvement project.

RESULT: 4-1-0-0

AYES: Campbell, Garcia-Arrazola, Oglesby, Pacheco

NOES: Wizard

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #22-44

Q. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH WHITSON ENGINEERS FOR PERFORMANCE MONITORING PLAN IMPLEMENTATION SERVICES FOR THE DEL MONTE MANOR L.I.D. IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$30,000.00

ACTION: ADOPTED RESO #22-45

R. ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION

**MANAGEMENT AND INSPECTION SERVICES FOR THE DEL MONTE
MANOR L.I.D. IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO
EXCEED \$57,496.00**

ACTION: ADOPTED RESO #22-46

- S. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN TO
PROVIDE PROJECT MANAGEMENT AND DEVELOPMENT SERVICES FOR
AN AMOUNT NOT TO EXCEED \$25,000.00 A MONTH WHICH WILL BE
REIMBURSED BY DEVELOPERS AS APPROPRIATE AS PER THE
DEVELOPMENT AGREEMENT**

ACTION: ADOPTED RESO #22-47

- T. ADOPT A RESOLUTION AUTHORIZING FISCAL YEAR 2022-2023 STREET
REPAIR PROJECT LIST TO BE FUNDED IN PART WITH SB1: THE ROAD
MAINTENANCE REPAIR AND ACCOUNTABILITY ACT OF 2017 FUNDS,
AND AUTHORIZING STAFF TO SUBMIT A PROJECT LIST TO THE
CALIFORNIA TRANSPORTATION COMMISSION**

ACTION: ADOPTED RESO #22-48

- U. ADOPT A RESOLUTION OPPOSING INITIATIVE 21-0042A1: "THE
TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT"**

The item was pulled by Peter Kaiser. City Attorney, Sheri Damon and Council/Agency Member Wizard responded to the questions and comments. There were no comments from the public.

On motion by Council/Agency Member Wizard and second by Council/Agency Member Garcia-Arrazola, and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution opposing Initiative 21-0042A1.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #22-49

- V. ADOPT A RESOLUTION AUTHORIZING A BUDGET AMENDMENT TO THE
FISCAL YEAR 2021-2022 BUDGET INCREASING THE TRAVEL LINE ITEM
FOR COUNCIL MEMBER GARCIA-ARRAZOLA BY AN AMOUNT NOT TO
EXCEED \$550.00 IN ORDER TO ATTEND THE CALIFORNIA JOINT
POWERS INSURANCE AUTHORITY 2022 GOVERNANCE LEADERSHIP
ACADEMY**

ACTION: ADOPTED RESO #22-50

W. ADOPT A RESOLUTION APPROVING AMENDMENT NO.2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH THE WALLACE GROUP TO PROVIDE EXPANDED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FIRE STATION UPGRADES PROJECT FOR AN AMOUNT NOT TO EXCEED \$45,661.00, AND APPROPRIATING \$50,227.10 FROM THE GENERAL FUND TO THE PROJECT

ACTION: ADOPTED RESO #22-51

9. PUBLIC HEARING

A. SECOND READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE ADOPTING A MILITARY EQUIPMENT USE POLICY IN ACCORDANCE WITH AB 481 LAW ENFORCEMENT AND STATE AGENCIES: MILITARY EQUIPMENT, AND USE (SECOND READING - ROLL CALL VOTE)

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Wizard and carried by the following vote, the City Council/Successor Agency moved to adopt an ordinance for a military equipment use policy in accordance with AB 481 Law Enforcement and State Agencies: Military Equipment, and use.

RESULT: 4-1-0-0

AYES: Garcia-Arrazola, Oglesby, Pacheco, Wizard

NOES: Campbell

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED ORD #2014

B. ADOPT A RESOLUTION APPROVING THE 2022-2023 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

On motion by Council/Agency Member Campbell and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution approving the 2022-2023 annual action plan for the Community Development Block Grant Program.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #22-52

10. BUSINESS ITEMS

**A. RECEIVE A PRESENTATION REGARDING THE POLICE CHIEF
RECRUITMENT PROCESS AND TIMELINE (OGLESBY)**

Human Resources Analyst Sam Sakhrani presented the item and responded to questions from the Council.

PUBLIC COMMENT: Pastor Ronald Britt, Ann Marie Pagan, Robert Daniels, Peter Kaiser

**B. CONSIDER APPROVAL OF THE PARKS AND RECREATION COMMISSIONS
RECOMMENDATION FOR ALLOWING PICKLEBALL AT THE WHEELER
STREET TENNIS COURTS**

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

PUBLIC COMMENT: Franco Pacheco, Ann Marie Pagan, 2 unidentified speakers, 2 unidentified residents

On motion by Council/Agency Member Campbell and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to approve the Parks & Recreation Commissions to allow pickleball at Wheeler Street tennis courts.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

**C. ADOPT A RESOLUTION APPROVING A LICENSE TO WOWEE CANNA TO
ESTABLISH A NEW MEDICAL/ADULT RECREATIONAL CANNABIS RETAIL
OPERATION LOCATED AT 1605/1609 SANTA BARBARA STREET**

Acting City Manager Roberta Greathouse provided a presentation and responded to questions from the Council.

PUBLIC COMMENT: Ann Marie Pagan, unidentified resident, Joanne Henley, unidentified resident, Peter Kaiser

On motion by Council/Agency Member Garcia-Arrazola and second by Mayor Pro

Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution approving a license to Wowee Canna to establish a new medical/adult recreational cannabis retail operation located at 1605/1609 Santa Barbara Street.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #22-53

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

None

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

Reports provided.

13. CLOSED SESSION

City Attorney Sheri Damon read the Closed Session items. There were no comments from the public.

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

City Manager Recruitment Update

B. CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54957.6

Agency Negotiators: Roberta Greathouse, Acting City Manager; Donna Williamson, Labor Negotiator; Samantha Sakhrani, Human Resources Analyst.

Employee Organizations: All full-time represented and unrepresented employees and employee associations.

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

Address: The property commonly referred to as Ascent
(Property located on the north side of the 1100 block of Broadway Avenue
between Terrace Street and San Lucas Street)
Negotiations with Crauchan Capital
Negotiator for the City: City Manager, et al.
Under Discussion: price, terms of payment or both.

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

Address: 1579 Del Monte Blvd, Seaside, CA 93955
APN: 011-301-014
Negotiations with Steve Hall, et. al. (Property Owner)
Negotiator for the City: City Manager, et al.
Under Discussion: price, terms of payment or both.

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

Potential Litigation (3 Matters)

14. ADJOURNMENT

With no further business to conduct, the meeting adjourned in memory and honor of
William Harold Bradford, Sr., Mamie B. Todd, Sarah E. King, and John W. Tomkinson.

Respectfully submitted,

Dominique L. Davis, City/Agency Clerk

Ian N. Oglesby, Mayor/Chair



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Loreene Bermudez-Onate, Accountant II

DATE: May 5, 2022

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of March 12, 2022, through March 25, 2022, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending March 24, 2022. Total Accounts Payable and Payroll for the above referenced period is \$2,862,647.60.

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:

- \$14,783.75 to Monterey Bay Engineers, Inc. for Professional engineering and construction services for the Cutino Parking Lot design.
- \$24,162.00 to Monterey Peninsula Water Management District for Services for tasks contained within the Watermaster's monitoring and management plan, and water level and water quality data collection for the periods of July-December 2021.

- \$22,603.50 to Disaster Kleenup Specialists for On-call property clean-up services for the periods March 2021, November 2021 & December 2021.
- \$53,659.26 to U.S. Bank-CalCard for City of Seaside purchase card transactions for the billing period of 12/23/2021-1/24/2022.
- \$11,950.00 to La Sirenita Tree Service for Professional tree services including (2) Cypress tree trims & vegetation clean-up.
- \$15,566.10 to Duke's Root Control, Inc. for 8,745 feet of 6" pipe for sewer root control.
- \$59,115.60 to Axon Enterprise, Inc. for Year 5 contract support for body cameras and tasers for the City of Seaside Police Department.
- \$91,674.57 to Monterey Peninsula Engineering for SCSD professional services for Lift Station Upgrades through 12/20/2021.
- \$437,049.24 to U.S. Bank St. Paul for Measure X Road Improvements.
- \$286,084.04 to U.S. Bank St. Paul for Cutino Park Debt.
- \$24,981.00 to Montgomery & Associates Water Resource Consultants for General Hydrogeological Consulting services for the periods of December 2021-February 2022.
- \$447,599.75 to Teichert Construction for Pavement Rehab Phase 3 construction services through 2/28/2022.
- \$10,823.75 to DKS Associates for W. Broadway Parking Assessment services for the periods of January 2022-February 2022.
- \$30,582.00 to The Christmas Light Pros of Monterey for Equipment purchase & installation of (24) color changing LED floodlights on trees & candy cane shaped light poles on Broadway & various streets.

The Net Payroll and Payroll benefits total was \$869,518.38.

The remaining checks, totaling \$462,494.66, 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: May 5, 2022

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of March 12, 2022, through March 25, 2022, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending March 24, 2022. Total Accounts Payable and Payroll for the above referenced period is \$500.83.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council/Successor Agency meeting, the City Council/Successor Agency 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/Successor Agency for inspection and confirmation.

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

- No checks exceeded \$10,000.

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

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

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

1. 20220505 - SA Expense Approval Report
-



Seaside, CA

Expense Approval Report

By Vendor Name

Payment Dates 3/12/2022 - 3/25/2022

Vendor Name

Vendor: 4920 - ICMA RETIREMENT TRUST-457

ICMA RETIREMENT TRUST-457

Vendor: 2652 - PACIFIC GAS & ELECTRIC

PACIFIC GAS & ELECTRIC

Vendor: 5264 - RABOBANK, N.A.

RABOBANK, N.A.

RABOBANK, N.A.

Vendor: 6027 - RICHARDS, WATSON & GERSHON

RICHARDS, WATSON & GERSHON

Vendor: 3138 - SEASIDE EMPLOYEES ASSN

SEASIDE EMPLOYEES ASSN

Vendor: 5144 - STATE OF CALIFORNIA

STATE OF CALIFORNIA

STATE OF CALIFORNIA

Vendor: 7370 - UPEC, LOCAL 792

UPEC, LOCAL 792

Account Name

Account Number

Amount

DEFERRED COMP PAYABLE 973-2060 3.66

RENTAL PROPERTY EXP & MAINT 971-9710-9599 22.17

FEDERAL TAX PAYABLE 973-2052 3.63

EE HEALTHCARE PAYABLE 973-2057 1.48

LEGAL SERVICES 971-9710-1022 467.7

MISC PAYROLL PAYABLES 973-2062 0.11

STATE TAX PAYABLE 973-2053 0.98

STATE TAX PAYABLE 973-2053 0.5

MISC PAYROLL PAYABLES 973-2062 0.6

Report Summary

Fund Summary

Fund

971 - SA MERGED CAPITAL PROJ

973 - SA MERGED - LMIHF

Payment Amount

489.87

10.96

Account Summary

Account Number

971-9710-1022

971-9710-9599

973-2052

973-2053

973-2057

973-2060

973-2062

Account Name

LEGAL SERVICES

RENTAL PROPERTY EXP & MAINT

FEDERAL TAX PAYABLE

STATE TAX PAYABLE

EE HEALTHCARE PAYABLE

DEFERRED COMP PAYABLE

MISC PAYROLL PAYABLES

Payment Amount

467.7

22.17

3.63

1.48

1.48

3.66

0.71

Project Account Summary

Project Account Key

None

Payment Amount

500.83



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: May 5, 2022

SUBJECT: APPROVE A FEE WAIVER FROM HINDU TEMPLE OF MONTEREY PENINSULA FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR DIWALI CELEBRATION NIGHT EVENT ON OCTOBER 08, 2022

RECOMMENDATION

Approve the fee waiver request from the Hindu Temple of Monterey Peninsula for the use of Laguna Grande Hall and kitchen to hold their Diwali Celebration Night in the amount of \$618.75, the organization to provide the City with the non-refundable portion of the deposit of \$92.25 and purchase the City's insurance of \$217.00.

BACKGROUND

The Hindu Temple of Monterey Peninsula is a non-profit organization. The Hindu Temple is requesting a fee waiver to help cover the costs associated with their Diwali Celebration Night on Saturday, October 08, 2022, from 12:00 p.m. to 11:00 p.m. in the Laguna Grande Hall at the Oldemeyer Center.

Staff recommends that the fees be waived for the rental cost of the facility and that the organization provide liability coverage and pay only the non-refundable portion of the deposit of \$92.25 to go towards the building maintenance fund.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Laguna Grande Hall Fee 11 Hours @ \$56.25	\$618.75
Insurance	\$217.00
<u>Deposit Non Refundable Portion</u>	<u>\$ 92.25</u>

TOTAL

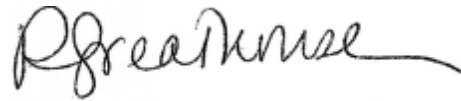
\$928.00

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the insurance and the non-refundable deposit only, the fiscal impact is \$618.75.

ATTACHMENTS

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

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

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

EVENT INFORMATION:

Event Title: Diwali Night Celebration
Event Description: Night of light
Event Date: 10/8/2022 Room(s) Requested: Main Hall + Kitchen
Time (including set-up): 9 hrs - Approximate Number of Guests: 300

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: We are a non Profit Hindu Religious Organization celebrating with friends & family
Have you received a Fee Waiver in the past? ☒ Yes, the event was on _____ ☐ No
What is your organization's tax identification number? 26-0588590-C. # 3007083
What percentage of your members or participants resides in Seaside? 95%
Is your organization based in Seaside? ☒ Yes ☐ No
Is your organization able to provide liability insurance? ☒ Yes ☐ No
Will alcohol be served or sold at your event? ☒ Yes ☐ No

Applicant Signature: M Maharaj

Date: 12/07/2022

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form
Parks and Recreation Division
986 Hilby Avenue, Seaside CA 93955
831-899-6800

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

1. Pay the non-refundable portion of the deposit per event.
2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.
3. Provide special event liability insurance. The following is required:
 - a. Provide an "Occurrence Made" liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department.

OR

 - b. Purchase Special Event Liability insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility.
4. Fundraising activities of any nature do not qualify for fee waivers.
5. Special events may be required to provide security at renter's expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the numbers in attendance.

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

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



**SEASIDE
CALIFORNIA**

Facility Use Request Form

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

CONTACT INFORMATION:

Organization: Hindu Temple of Monterey Peninsula ROOM: Laguna Grande Hall
Name of Applicant: Kushma Maharaj
Address: P.O. Box 620 City: Seaside-CA Zip: 93955
Phone: 831-241-1475 Email: Kushma Maharaj@yahoo.com
Day of Event Contact Name and Phone: Kushma Maharaj-831-241-1475

☒ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: Diwali Night Funtion
**Please attach invitation or flyer if available.*

Event Date: 10/8/2022 Approximate Number of Guests: 300

Reservation Time: 12 Noon Event Time: 6 - 11

**Laguna Grande Hall & Soper: Security guard(s) must be present for entire event time. See next page.*

Special Instructions: _____

Request to use the City's:

**Subject to availability*

☐ Podium

☐ Microphone

☐ Projector Screen

***Projectors and other electronic equipment will not be provided*

	Yes	No		Yes	No
Is the event open to the public?	☒	☐	Will refreshments be served?	☒	☐
Will admission be charged?	☒	☐	Will refreshments be sold?	☐	☐
Are you a non-profit organization?	☒	☐	Will you be using the kitchen?	☒	☐
Will there be music?	☒	☐	Will alcohol be served?	☐	☒
Will there be live music and/or DJ?	☒	☐	Will alcohol be sold?	☐	☒
Name of band or DJ: <u>Ron Sen</u>			<i>*Alcohol is prohibited at youth oriented events</i>		

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

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

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

Applicant Signature: [Signature]

Date: 12/7/2021

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

Note: Original to Resource Management/Recreation Department



SEASIDE CALIFORNIA

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

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

Capacity: Dining: 225 / Theatre: 300
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$56.25	\$145.00
Deposit	\$615.00	\$769.00
(Refundable)	(\$522.75)	(\$633.65)
Alcohol Deposit	\$599.00	\$769.00
(Refundable)	(\$389.35)	(\$499.85)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

- ☐ I will be using Hall only
☐ I will be using Hall & Kitchen only
☐ I will be using Hall, Kitchen & Dance Studio

☐ BAYONET MEETING ROOM

Capacity: Classroom: 30 / Theatre: 40
Dimensions: 24' X 20'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$57.00 /hr.
After 3 hrs.	\$20 /hr.	\$26.00 /hr.

☐ BLACKHORSE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 50
Dimensions: 28' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hrs.	\$43.75 /hr.	\$71.00 /hr.
After 3 hrs.	\$20 /hr.	\$31.00 /hr.

☐ DANCE STUDIO

Capacity: Classroom: 35 / Theatre: 70
Dimensions: 26' X 24'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$88.00 /hr.
After 3 hrs.	\$20.00 /hr.	\$41.00 /hr.

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs.	\$43.75 /hr.	\$57 / hr.
After 3 hrs.	\$20 /hr.	\$26.00 /hr.

☐ SEASIDE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 60
Dimensions: 32' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$57 /hr.
After 3 hrs.	\$20 /hr.	\$26.00 /hr.

☐ SEASIDE COMMUNITY CENTER (SOPER)

Capacity: Dining: 85 / Theatre: 100
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$59.25	\$78.00
Deposit	\$327.00	\$409.00
(Refundable)	(\$277.95)	(\$347.65)
Alcohol Deposit	\$599.00	\$749.00
(Refundable)	(\$389.35)	(\$486.85)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

- ☐ I will be using the Large Room only
☐ I will be using the Kitchen only
☐ I will be using the Large Room & Kitchen

☐ YOUTH EDUCATION CENTER

Two hour rentals: available Fridays and Saturdays
7:30-9:30 PM, and Sundays for any two hours
between 8 AM - 9 PM.

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(\$26)
0-25 Guests	\$172	\$215
26-50 Guests	\$187.00	\$234
51-75 Guests	\$205.00	\$257.00
Mini Golf	\$25	\$31
Extra 1/2 Hour	\$38	\$47.50

Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$35.00/\$44.00. Proof of 501(c)(3) required.

Security Guards: If required, security guards must be present for entire duration of event. Failure to comply or late security guards may result in deposit forfeited or event shut down completely.

SEATING CONFIGURATION

Review and select a seating configuration below. If you would like a different layout, please sketch your preferred layout in the box marked "other" or on the back of this sheet.

- ☐ Classroom ☐ Conference ☐ U-Shaped ☐ Pods ☐ Theater ☐ Banquet ☐ Empty ☐ Other

--	--	--	--	--	--	--	--



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

029787.722724.317112.12635 1 AB 0.408 536



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

029787

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,
EVEN IF YOU ALSO HAVE AN INQUIRY.

The IRS address must appear in the window.
4077956534

BODCD-TE

Use for payments

Letter Number: LTR4168C
Letter Date : 2018-06-26
Tax Period : 000000



260588590

INTERNAL REVENUE SERVICE
P.O. Box 2508, Room 4010
Cincinnati OH 45201

A barcode consisting of vertical bars of varying heights, located at the bottom right of the document.

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



Department of the Treasury
Internal Revenue Service

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

In reply refer to: 4077956534
June 26, 2018 LTR 4168C 0
26-0588590 000000 00
00031959
BODC: TE

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

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

Dear Taxpayer:

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

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

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

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

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

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

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

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

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



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

AMDT-
NP-NA

A0809819

FILED
SECRETARY OF STATE
STATE OF CALIFORNIA

FEB 22 2018

IMPORTANT — Read Instructions before completing this form.

Filing Fee — \$30.00

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

This Space For Office Use Only

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

Haripur Ramayan Bhajan Mandali

2. 7-Digit Secretary of State File Number

C3007083

3. New Corporation Name

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

Item 3b: Enter the new corporate name.

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

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

4. Approval Statements

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

4b. Member approval was (check one):

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

☐ Not required because the corporation has no members.

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

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

February 19, 2018

Date

Signature

Shalendra P. Hari

Type or Print Name of President

February 19, 2018

Date

Signature

Kushma Maharaj

Type or Print Name of Secretary



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: May 5, 2022

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM THE GREATER VICTORY TEMPLE CHURCH OF GOD IN
CHRIST AND, THE "WE WORSHIP" COLLECTIVE YOUTH DAY
CAMP**

RECOMMENDATION

Approve a request from Greater Victory Temple Church of God in Christ and, the "We Worship" Collective youth day camp for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with their summer youth camp.

BACKGROUND

Greater Victory Temple Church of God in Christ and We Worship Collective is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to cover the costs associated with their summer youth camp, which is open to all youth in the community. We Worship Collective is in partnership with Greater Victory Temple Church of God. Their local creative instructors will be providing lessons for instruments such as drums, piano and guitar. They will also provide sessions in other areas of the arts, such as dance, creative writing and poetry.

The funds will be used to cover the tuition expenses for the camp, such as; scholarships/grants for students, lesson supplies, instructional materials, lunch, access to all instruments needed, the cost associated with the recital, and purchase of any additional instruments needed. Their lunch program will recycle all recyclable materials to help their footprint.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. They received their last donation at the August 04, 2016 City Council meeting, which was before the requirement to submit a closing report was

in place.

FISCAL IMPACT

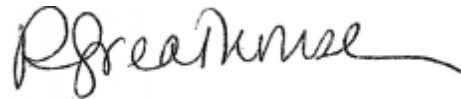
This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund Account is \$24,100.73. If the City Council approves this request, the balance will drop to \$21,100.73.

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. 501(c)(3) Greater Victory Temple Church of God - We Worship Collective 2022
 2. W-9 Greater Victory Temple Church of God - We Worship Collective 2022
 3. MYF Greater Victory Temple Church of God - We Worship Collective 2022
-

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

GREATER VICTORY TEMPLE CHURCH OF GOD
IN CHRIST INC
C/O RONALD BRITT
1620 BROADWAY AVE
SEASIDE, CA 93955

Date:
02/09/2021
Employer ID number:
77-0333113
Person to contact:
Name: Sheila M Robinson
ID number: 31220
Telephone: (877)829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(i)
Form 990 / 990-EZ / 990-N required:
No
Effective date of exemption:
March 20, 1974
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053674001800

Dear Applicant:

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

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

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

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

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

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. GREATER VICTORY TEMPLE CHURCH OF GOD IN CHRIST	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions 1620 BROADWAY AVE	Requester's name and address (optional)
6 City, state, and ZIP code SEASIDE, CA 93955	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
or	
Employer identification number	
77	0333113

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 ► Gatherio A Webb	Date ► 4/19/2022
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

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

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

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

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

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

###

Mayor's Youth Fund Contribution Request

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

Name of Organization: We Worship Collective | Greater Victory Temple Church of God

Address: 1342 Rhode Island St. Salinas, California 93905

Email: TheWeWorshipCollective@gmail.com

Phone Number: Home ----- Work 8315214461 Cell -----

Name of Individual: Jordan N. Garnett

% Residents or Students of Seaside: 75 %

of Participants: 50

Ages: 8 - 15

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

Scholastic	<u> </u>
Athletic	<u> </u>
Music	<u> ✓ </u>
Environmental	<u> </u>
Art	<u> ✓ </u>

Is funding a reward for one of these activities?

Yes it is.

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

This is a summer camp where we will feature our local creative instructors providing lessons for instruments such as Drums, Piano and Guitar. We're also providing sessions in other areas of the arts such as Dance, Creative Writing and poetry. At the end of our two week intensive, we'll extend the opportunity to our campers to share what they've learned at our recital. Our Summer Camp is open to all the community.

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

Funds will be used to cover the tuition expenses for camp as scholarships/grants for students which includes lesson supplies, instructional materials, lunch, access to all instruments needed, the costs associated with the recital, and the purchase of any additional instruments needed. Our lunch program will recycle all recyclable materials to help minimize our footprint.

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

In addition to the Mayor's Fund, we also are utilizing a combination of partnership, such as with Greater Victory Temple Church for the use of the facilities, in-kind donations (our instructors are donating their time and we are also receiving in-kind donations from other arts-related nonprofits. We also have reached out to local small businesses and the community at large for donations, sponsors and sponsorships of students to make this opportunity as widely available as possible.

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

MAYOR'S YOUTH FUND CLOSING REPORT *

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

Name of Organization: _____

Contact: _____

Address: _____

Email/Phone: _____

Amount of Donation Received: _____

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

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

Signature: _____

Date: _____

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: May 5, 2022

SUBJECT: APPROVE A FEE WAIVER FROM COMMUNITY HUMAN SERVICES/DOMESTIC VIOLENCE COUNCIL OF MONTEREY COUNTY FOR THE USE OF THE LAGUNA GRANDE HALL, BAYONET ROOM, AND BLACKHORSE ROOM FOR THEIR DOMESTIC VIOLENCE PREVENTION CONFERENCE ON OCTOBER 21, 2022

RECOMMENDATION

Approve the fee waiver request from the Community Human Services/Domestic Violence Council of Monterey County for the use of Laguna Grande Hall, the Bayonet Room, and the Blackhorse Room to hold their Domestic Violence Prevention Conference in the amount of \$688.13, the organization to provide the City with the non-refundable portion of the deposit of \$92.25.

BACKGROUND

Community Human Services/Domestic Violence Council of Monterey County is requesting a fee waiver to help cover the cost associated with their Domestic Violence Prevention Conference on Friday, October 21, 2022, from 7:30 a.m. to 4:00 p.m. in the Laguna Grande Hall, Bayonet Room, and Blackhorse Room at the Oldemeyer Center. They are a non-profit organization that provides substance abuse and mental health services to youth and families in Monterey County. They are also co-sponsors of the Parent University conference which has been held for the last six years in Seaside. They work to address the root causes of domestic violence, mental illness, emotional health, homelessness, child abuse etc, and help people who may not have the tools to solve their own problems.

FISCAL IMPACT

Should the City Council approve the full fee waiver request, the approximate fiscal impact is as follows:

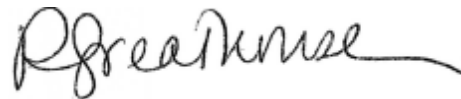
Laguna Grande Hall Rental Fee	8.5 hours @ \$56.25	\$478.13
Bayonet Room Rental Fee		\$105.00
Blackhorse room Rental Fee		\$105.00
<u>Non-Refundable Deposit</u>		<u>\$ 92.25</u>
TOTAL		\$780.38

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the non-refundable deposit only, the fiscal impact is \$688.13.

ATTACHMENTS

1. Community Human Services Fee Waiver - Domestic Violence Prevention Conference (DVCC) 2022
 2. Community Human Services 501 (c)(3)
-

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager



SEASIDE CALIFORNIA

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Domestic Violence Council of Monterey County (DVCC)
Name of Applicant: Kelsey Hansen
Address: 178 Broadway Ave City: Seaside State: CA
Phone: 831-394-4622 Email: kHansen@chservices.org

EVENT INFORMATION:

Event Title: Domestic Violence Prevention Conference
Event Description: Conference & workshops about DV prevention
Event Date: 10/21/22 Room(s) Requested: Laguna Grande + Break out rooms
Time (including set-up): 7:30 a - 4p Approximate Number of Guests: 150

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: We are a non-funded council.

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

What is your organization's tax identification number? _____

What percentage of your members or participants resides in Seaside? 50% or more?

Is your organization based in Seaside?

☐ Yes ☐ No → County Council

Is your organization able to provide liability insurance?

☒ Yes ☐ No members are from all over

Will alcohol be served or sold at your event?

☐ Yes ☒ No

Applicant Signature: [Signature]

Date: 4/7/22

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

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

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



SEASIDE CALIFORNIA

Facility Use Request Form

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

CONTACT INFORMATION:

ROOM: Laguna Grande Hall
Black Horse & Bayonet

Organization: Domestic Violence Council of Monterey County (DVC)

Name of Applicant: Kelsey Hansen

Address: 178 Broadway Ave City: Seaside Zip: 93955

Phone: 209-471-5640 Email: khansen@cheerivers.org

Day of Event Contact Name and Phone: Kelsey Hansen - 209-471-5640

☒ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: Domestic Violence Prevention Conference

**Please attach invitation or flyer if available.*

Event Date: 10/21/22 Approximate Number of Guests: 150

Reservation Time: 730 - 4p Event Time: 9 - 3 (or 2p)

**Laguna Grande Hall & Soper: Security guard(s) must be present for entire event time. See next page.*

Special Instructions: None @ this time

Request to use the City's:

**Subject to availability*

☒ Podium

☒ Microphone

☒ Projector Screen

***Projectors and other electronic equipment will not be provided*

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

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

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

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

Applicant Signature: [Signature]

Date: 4/7/22

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

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



SEASIDE CALIFORNIA

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

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

Capacity: Dining: 225 / Theatre: 300
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$109.75	\$136.25
Deposit	\$591.25	\$738.75
(Non Refundable)	(\$147.81)	(\$184.68)
Alcohol Deposit	\$575.50	\$719.50
(Non Refundable)	(\$143.87)	(\$179.87)

Liability Insurance: \$81-\$207

Security Guards: required 1 per 50 guests

- ☐ I will be using Hall only
- ☐ I will be using Hall & Kitchen only
- ☐ I will be using Hall, Kitchen & Dance Studio

☐ BAYONET MEETING ROOM

Capacity: Classroom: 30 / Theatre: 40
Dimensions: 24' X 20'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ BLACKHORSE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 50
Dimensions: 28' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hrs	\$54.50 /hr	\$68 /hr
After 3 hrs	\$24 /hr	\$29.75 /hr

☐ DANCE STUDIO

Capacity: Classroom: 35 / Theatre: 70
Dimensions: 28' X 24'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$68 /hr	\$84.75 /hr
After 3 hrs	\$31.25 /hr	\$39.25 /hr

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ SEASIDE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 60
Dimensions: 32' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ SEASIDE COMMUNITY CENTER (SOPER)

Capacity: Dining: 85 / Theatre: 100
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$58	\$72.75
Deposit	\$314	\$392.50
(Non Refundable)	(\$78.50)	(\$98.25)
Alcohol Deposit	\$575.50	\$719.50
(Non Refundable)	(\$143.87)	(\$179.87)

Liability Insurance: \$81-\$207

Security Guards: required 1 per 50 guests

- ☐ I will be using the Large Room only
- ☐ I will be using the Kitchen only
- ☐ I will be using the Large Room & Kitchen

☐ YOUTH EDUCATION CENTER

Two hour rentals: available Fridays and Saturdays
7:30-9:30 PM, and Sundays for any two hours
between 8 AM - 9 PM.

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(26)
0-25 Guests	\$172	\$215
26-50 Guests	\$188.50	\$235
51-75 Guests	\$223	\$278.50
Mini Golf	\$25	\$31
Extra 1/2 Hour	\$38	\$47.50

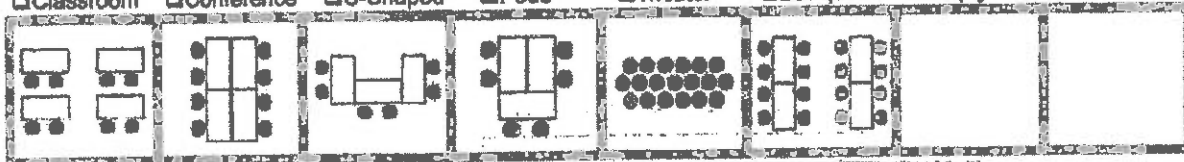
Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$31.75. Proof of 501(c)(3) required.

Security Guards: If required, security guards must be present for entire duration of event. Failure to comply or late security guards may result in deposit forfeited or event shut down completely.

SEATING CONFIGURATION

Review and select a seating configuration below. If you would like a different layout, please sketch your preferred layout in the box marked "other" or on the back of this sheet.

☐ Classroom ☐ Conference ☐ U-Shaped ☐ Pods ☐ Theater ☐ Banquet ☐ Empty ☐ Other





**SEASIDE
CALIFORNIA**

Facility Use Rental Request Form

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

1. **OVERTIME:** Use of the facilities in excess of the time set forth above may result in overtime fee being charged.
2. **CANCELATION BY PERMITTEE:** Permittee must submit written notice of cancellation to the calendaring agent in order to be eligible for a refund. Refund requests made forty-five (45) days in advance will receive a full refund less a seven dollar (\$7) surcharge. Refund requests made thirty (30) - forty-five (45) days in advance will receive a full refund less the non-refundable portion of the security deposit. Refund requests made less than thirty (30) days in advance will receive a full refund less the entire security deposit.
3. **CANCELATION BY CITY:** This permit may be canceled without liability to the City under any of the following conditions: a) It is found to contain false or misleading information, (b) The Department finds that the proposed use will be detrimental to the public's health, (c) Any individual or group (members or guests) willfully or through negligence mistreats the equipment or violates any of the regulations, terms, and conditions established for use of the facilities, (d) Average attendance of scheduled activities falls below the standard established for each use area with the Center, (e) For failure to notify Center of cancellation of any date or dates covered by this permit, (f) Permittee defaults on or has not completed all conditions and requirements for use of facilities, (g) In case the Center or any part thereof shall be destroyed or damaged by fire or any other cause, or if other unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities shall render fulfillment of the permit difficult or impossible of performance, (h) The facility is needed by public necessity or emergency use, (i) Upon thirty (30) calendar days written notice to Permittee. Refund of rental fees shall be made where City cancels permit at least thirty (30) days prior to the date reserved, except when cancellation occurs under items (g) or (h) above.
4. **TRANSFERRING PERMIT:** Permit cannot be transferred, assigned, or sublet unless approved by the City in writing.
5. **ADVERTISING, SOLICITATION AND SALES:** No advertising or signs shall be exhibited and no sales made at the Center without the written permission of the City.
6. **COMPLETION OF REQUIREMENTS FOR USE OF FACILITIES:** Permittee must complete all requirements relating to use of the facilities within the time requirements specified.
7. **COMPLIANCE TO CONDITIONS OF USE:** The Permittee shall observe, obey, and comply with all applicable City, County, and Federal laws; and the policies, rules, regulations, terms, and conditions governing use of Center facilities. Permittee will forfeit all rents or other fees paid if evicted from premises for violation of it. Eviction shall not release Permittee from any obligations for the payment of the rents or other fees required to be paid under this permit for the term thereof.
8. **CONCESSION SALES:** Permittee will not engage in concession operations unless authorized in writing by Director/authorized staff.
9. **CONDUCT OF PERSONS:** Permittee shall be solely responsible for the orderly conduct of all persons using the premises by its invitation, either express or implied, during all times covered by the permit. The Department reserves the right to eject or cause to be ejected from the premises any person or persons objectionable due to unlawful conduct.
10. **DAMAGE TO FACILITY OR EQUIPMENT:** All property, equipment, and furnishings must be kept clean and undamaged, fair wear and tear accepted. Permittee causing damage or loss will be required to pay for same at current costs.
11. **EXITS:** At no time shall exits be covered or obstructed.
12. **FACILITIES CAPACITY:** Permittee shall not admit a larger number of persons than can be safely and freely moved about therein as determined by Building and Fire Codes.
13. **FLAMMABLE MATERIALS:** No flammable materials will be permitted to be used for decorations. All materials used for decorative purposes must be treated with flame proofing and be approved by the Fire Department.
14. **INDEMNITY:** Permittee shall indemnify and hold harmless by the City, its officers, employees, and agents, against any and all claims, demands, causes of action, personal injuries or death, damages whatsoever, directly or proximately resulting or caused by the use and occupation of the facilities described in the permit, whether such use is authorized or not or from act or omission of Permittee or any of its officers, agents, employees, guests, patrons, or invitees, and the Permittee shall, at its sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted against City, its officers and employees, on any such claim, demand, or cause of action, and the Permittee shall pay any judgment or decree which may be rendered against the city, its officers, employees, and agents in any suit, action or other legal proceedings, and Permittee shall pay for any and all damages to the property of the City or of others, the loss or theft of such property, done or caused by Permittee, its officers, agents, employees, guests, patrons, and invitees.
15. **PAYMENT OF TAXES:** Payment of all Federal, and City taxes in connection with the event shall be the liability and responsibility of the Permittee.
16. **PERMITTEE RESPONSIBLE FOR CLEANLINESS OF FACILITY:** Facilities used by Permittee must be left in a clean and orderly condition. If additional maintenance is required, other than normal cleaning process, the Permittee will be charged for same.
17. **PERMITTEE RESPONSIBLE FOR PERMITS AND LICENSES:** The Permittee shall procure at his own expense all the required licenses and permits necessary for the intended use or activity covered by this permit.
18. **ALCOHOL:** No alcohol can be served to minors or at any youth-related event at the Oldemeyer Center or Seaside Community Center and can result in immediate closure of the event and loss of deposit. ALL alcohol is prohibited at ALL youth oriented events.
19. **SMOKING:** Smoking is prohibited within twenty (20) feet of entrances, exits and windows.
20. **USE OF RESERVED FACILITIES AND EQUIPMENT:** Permittee may use only those facilities and equipment specifically designated on this permit.
21. **CONSTRUCTION OF PERMIT:** In case of any doubts as to the interpretation of any provisions of this permit, the interpretation by the Recreation and Community Activities Director shall prevail. In addition, the Recreation and Community Activities Director shall have the sole power to decide and resolve matters not covered by this permit.
22. **SEVERABILITY:** If any part of this permit is for any reason held to be illegal, inapplicable, unenforceable, or unconstitutional, such decision shall not affect the validity of the remaining portions of the permit.
23. **SECURITY AND CLEANING DEPOSIT:** A deposit is required from any person or organization renting a room at the Center (according to current fees and charges). A portion of the deposit is non-refundable (according to current fees and charges) and



**SEASIDE
CALIFORNIA**

Facility Use Rental Request Form

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

the remaining deposit is refundable in whole or in part depending upon the condition of the room, walls, floors, carpets; whether any breakage occurred or whether overtime was incurred beyond stated setup, cleanup or activity time. The City reserves the right to close down any party or activity that may in any way endanger the health or safety of any person or property. Any early closure of the facility may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.

24. **SUPPLIES:** City staff is not authorized to provide supplies for your event. 25. **SECURITY GUARDS:** One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

IMPORTANT THINGS TO NOTE

- ✓ In order to secure a reservation, this form must be completed and submitted along with full payment to the Oldemeyer Center front desk.
- ✓ Reservations for the conference rooms must be made at least 7 days in advance and 30 days in advance for all other facilities.
- ✓ Please include a sketch of how you would like the room to be set up if it is different than the diagrams provided on this form. Our facility staff will do their best to prepare the room as shown in your diagram. Do not write "same as before."
- ✓ Food and beverage are allowed in certain rooms; please ask staff prior to providing refreshments.
- ✓ Do not move furniture from one room to another. If you have additional needs, please contact the facility staff.
- ✓ Please do not change rooms. If a different room is preferred and empty upon arrival, please check with the facility staff.
- ✓ Come prepared. Our staff is not authorized to provide supplies for your meeting.
- ✓ If you tape signs up regarding your meeting, please remove them upon your departure.
- ✓ Smoking is prohibited within 20 feet of entrances, exits and windows.
- ✓ In case of cancelation, please notify the Oldemeyer Center Front Office as soon as possible. Please see refund policy schedule below:

45 days in advance	Full refund, less a \$7 surcharge
30-45 days in advance	Full refund, less the non-refundable part of security deposit
Less than 30 days in advance	Full refund, less the entire security deposit
Less than 48 hours in advance ...	No refund
- ✓ *If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and deposits and fees will NOT be refunded.
- ✓ *A one million dollar (two million aggregate) liability insurance policy is required. You can either purchase it through the city, or through another insurance company and provide us a copy of the policy naming the City of Seaside as co-insured.
- ✓ Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per every fifty guests. A copy of the contract must be provided to the city at least 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.

010493



STATE OF CALIFORNIA

FRANCHISE TAX BOARD

P.O. BOX 1286

SAN JOSE, CALIF. 95131-1286

December 29, 1992

In reply refer to
340:G : CCI

COMMUNITY HUMAN SERVICES
PO BOX 3076
MONTEREY CA 93942

Purpose : CHARITABLE
Code Section : 23701d
Form of Organization : Association
Accounting Period Ending: June 30
Organization Number : 9787059 CH6SP

This letter confirms your previous exemption from state franchise and income tax under Section 23701d, Revenue and Taxation Code. In confirming your exempt status, we have made no examination of your current activities. If the organization has changed its operation, character, or purpose since exemption was originally granted, that change must be reported immediately to this office.

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

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

Contributions made to you are deductible by donors as provided by Sections 17214 through 17216.2 and 24357 through 24359 of the Code, unless your purpose is testing for Public Safety.

K SCHULTZ
EXEMPT ORGANIZATION UNIT
CORPORATION AUDIT SECTION
Telephone (916) 369-4171

RTF:

Internal Revenue Service

Department of the Treasury

District
Director

P.O. Box 2350 Los Angeles, Calif. 90053

Community Human Services
P O Box 3076
Monterey, CA 93942-3076

Person to Contact:

Barbara S. Cowans
Telephone Number:

(213) 894-2336
Refer Reply to:

Date: EO(1102)92

May 18, 1993

RE: Community Human Services
EIN: 94-6367167

Gentlemen:

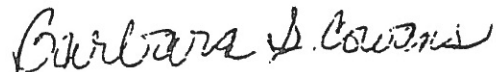
This letter is in response to your request for a copy of the determination letter for the above named organization.

Our records indicate that this organization was recognized to be exempt from Federal Income Tax in June 1982, as described in Internal Revenue Code Section 501(c)(3). It is further classified as an organization that is not a private foundation as defined in Section 509(a) of the code, because it is an organization described in Section 170(b)(1)(A)(vi).

The exempt status for the determination letter issued in June 1982, continues to be in effect.

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

Sincerely,



Barbara S. Cowans
Disclosure Assistant



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: May 5, 2022

**SUBJECT: APPROVE A FEE WAIVER FROM THE VILLAGE PROJECT INC
FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN
FOR THEIR MAE C. JOHNSON EDUCATION & CULTURAL
ENRICHMENT ACADEMY CELEBRATION OF EXCELLENCE EVENT
ON MAY 21, 2022**

RECOMMENDATION

Approve a fee waiver request from The Village Project in the amount of \$478.13 for the use of Laguna Grande Hall and Kitchen for their Mae C. Johnson Education & Cultural Enrichment Academy Celebration of Excellence Event.

BACKGROUND

The Village Project is requesting a fee waiver for the use of Laguna Grande Hall and kitchen for their Celebration of Excellence for the students in its Mae C. Johnson After-School Academy. At the end of each school year since its inception. The After-School Academy has hosted an event that honors the achievements of the students who finish their program. The vast majority of these students become academic achievers for the first time as a result of this program. They are rewarded each year with certificates from all elected officials from our Mayor, our State Senator, and our Representative.

This event has been held annually at the Oldemeyer Center and all fees were waived in the past. Staff recommends that the organization provide the non-refundable portion of the maintenance deposit and provide insurance coverage for the event. Those fees are deposited into the janitorial and maintenance fund to pay for the costs associated with the upkeep and maintenance of the facility.

FISCAL IMPACT

Should the City Council approve the request for full fee waivers for the event, the approximate fiscal impact is as follows:

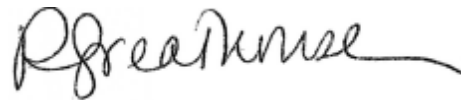
Laguna Grande Hall & Kitchen Rental Fee	8.5 Hours @ \$56.25	\$478.13
<u>Non-Refundable Deposit</u>		<u>\$ 92.25</u>
TOTAL		\$570.38

Should the City Council approve the staff recommendation to waive all rental fees but require payment for the non-refundable deposit only, the fiscal impact is \$478.13.

ATTACHMENTS

1. Fee Waiver Village Project - Mae C. Johnson After-School Academy Celebration of Excellence 2022
 2. The Village Project, Inc. - Insurance 2022
-

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager



SEASIDE CALIFORNIA

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: The Village Project, Inc.
Name of Applicant: Stacie Andrews
Address: 1069 Broadway Ave city: Seaside State: CA
Phone: 831-392-1500 Email: Stacie@villageprojectinc.org

EVENT INFORMATION:

Event Title: Mae C Johnson Education & Cultural Enrichment Academy
Event Description: end of year ceremony/graduation | End of Year Celebration
Event Date: May 21, 2022 Room(s) Requested: Laguna Grande + front lobby
Time (including set up): 1:00 pm - 9:30 pm Approximate Number of Guests: 250

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Non-profit organization holding annual ceremony for students/families

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

What is your organization's tax identification number? 61-1562515

What percentage of your members or participants resides in Seaside? 80%

Is your organization based in Seaside? ☒ Yes ☐ No

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

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

Applicant Signature: [Signature]

Date: 4/11/2022

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



SEASIDE CALIFORNIA

Fee Waiver Request Form

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

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must: -

1. Pay the non-refundable portion of the deposit per event.
2. An organization requesting use of the auditorium for a special event or meeting may receive no more than one fee waiver request within a 90-day period.
3. Provide special event liability insurance. The following is required:
 - a. Provide an "Occurrence Made" liability insurance policy, naming the city as additionally insured, with limits of \$1 million per occurrence and \$2 million aggregate. A copy of that policy must be provided to the Recreation Services Department.

OR

 - b. Purchase Special Event Liability insurance through the Recreation Services Department at the time of fee waiver request. This insurance covers not only the city, but also those renting the facility.
4. Fundraising activities of any nature do not qualify for fee waivers.
5. Special events may be required to provide security at renter's expense. A photocopy of the contract must be on file with the Recreation Services Department. The number of security guards required is determined by the nature of the event and the numbers in attendance.

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

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



SEASIDE CALIFORNIA

Facility Use Request Form

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

CONTACT INFORMATION:

ROOM: Laguna Grande ~~Front~~ ~~Entrance today~~

Organization: The Village Project Inc.

Name of Applicant: Stacie Andrews

Address: 1069 Broadway Ave City: Seaside Zip: CA

Phone: 831-392-1500 Email: stacie@villageprojectinc.org

Day of Event Contact Name and Phone: Stacie Andrews 831-277-4691

☒ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: The Village Project Inc. Mae C. Johnson Education & Cultural
**Please attach invitation or flyer if available.* Enrichment Academy end of year ceremony.

Event Date: May 21, 2022 Approximate Number of Guests: 250

Reservation Time: 1 pm - 9:30 pm Event Time: 5 pm - 7 pm
**Laguna Grande Hall & Soper: Security guard(s) must be present for entire event time. See next page.*

Special Instructions: _____

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

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

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

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

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

Applicant Signature: [Signature] Date: 4/11/2022

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

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



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

FACILITY SELECTION

☒ LAGUNA GRANDE HALL

Capacity: Dining: 225 / Theatre: 300
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$109.75	\$136.25
Deposit	\$591.25	\$738.75
(Non Refundable)	(\$147.81)	(\$184.68)
Alcohol Deposit	\$575.50	\$719.50
(Non Refundable)	(\$143.87)	(\$179.87)

Liability Insurance: \$81-\$207

Security Guards: required 1 per 50 guests

- ☐ I will be using Hall only
☐ I will be using Hall & Kitchen only
☒ I will be using Hall, Kitchen & Dance Studio

☐ BAYONET MEETING ROOM

Capacity: Classroom: 30 / Theatre: 40
Dimensions: 24' X 20'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ BLACKHORSE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 50
Dimensions: 28' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hrs	\$54.50 /hr	\$68 /hr
After 3 hrs	\$24 /hr	\$29.75 /hr

☐ DANCE STUDIO

Capacity: Classroom: 35 / Theatre: 70
Dimensions: 26' X 24'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$68 /hr	\$84.75 /hr
After 3 hrs	\$31.25 /hr	\$39.25 /hr

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ SEASIDE MEETING ROOM

Capacity: Classroom: 40 / Theatre: 60
Dimensions: 32' X 26'

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr	\$43.75 /hr	\$55 /hr
After 3 hrs	\$20 /hr	\$24.50 /hr

☐ SEASIDE COMMUNITY CENTER (SOPER)

Capacity: Dining: 85 / Theatre: 100
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$58	\$72.75
Deposit	\$314	\$392.50
(Non Refundable)	(\$78.50)	(\$98.25)
Alcohol Deposit	\$575.50	\$719.50
(Non Refundable)	(\$143.87)	(\$179.87)

Liability Insurance: \$81-\$207

Security Guards: required 1 per 50 guests

- ☐ I will be using the Large Room only
☐ I will be using the Kitchen only
☐ I will be using the Large Room & Kitchen

☐ YOUTH EDUCATION CENTER

Two hour rentals: available Fridays and Saturdays
7:30-9:30 PM, and Sundays for any two hours
between 8 AM - 9 PM.

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(26)
0-25 Guests	\$172	\$215
26-50 Guests	\$188.50	\$235
51-75 Guests	\$223	\$278.50
Mini Golf	\$25	\$31
Extra 1/2 Hour	\$38	\$47.50

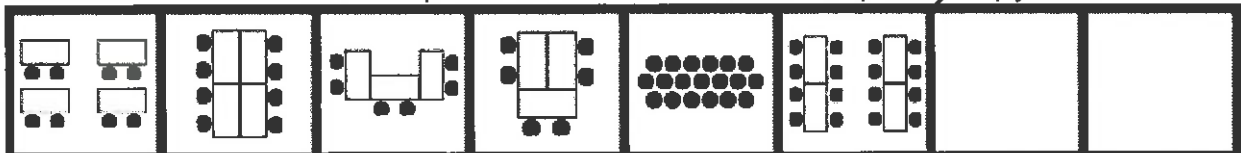
Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$31.75. Proof of 501(c)(3) required.

Security Guards: If required, security guards must be present for entire duration of event. Failure to comply or late security guards may result in deposit forfeited or event shut down completely.

SEATING CONFIGURATION

Review and select a seating configuration below. If you would like a different layout, please sketch your preferred layout in the box marked "other" or on the back of this sheet.

☐ Classroom ☐ Conference ☐ U-Shaped ☐ Pods ☐ Theater ☐ Banquet ☒ Empty ☐ Other





VILLPRO-03

AVECCHIOLA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2022

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

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

PRODUCER ProCo Insurance Services 910 E Hamilton Ave #410 Campbell, CA 95008	CONTACT NAME: Courtney Hackman PHONE (A/C, No, Ext): (408) 510-5472 FAX (A/C, No): E-MAIL ADDRESS: courtney.hackman@proco.global																					
INSURED Village Project, Inc 1069 Broadway Avenue, Ste 201 Seaside, CA 93955	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Philadelphia Indemnity Insurance Company</td><td>18058</td></tr><tr><td>INSURER B:</td><td>State Compensation Insurance Fund of California</td><td>35076</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Insurance Company	18058	INSURER B:	State Compensation Insurance Fund of California	35076	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PROF LIAB \$1M/3M GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		PHPK2334906	10/7/2021	10/7/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PHPK2334906	10/7/2021	10/7/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			PHUB788378	10/7/2021	10/7/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	190947121	10/1/2021	10/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Seaside, its officers & employees are included as additionally and free from any and all liability in connection with work performed in the public right of way PI-GLD-HS.

CERTIFICATE HOLDER

CANCELLATION

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

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

AUTHORIZED REPRESENTATIVE



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: May 5, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING THE CAMPUS TOWN SPECIFIC PLAN, FINAL MAP PHASE 1 APPROVAL FOR A PORTION OF VESTING MAP VTM-01; DRAFT SUBDIVISION IMPROVEMENT AGREEMENT FOR PHASE 1A; AND ANNUAL REVIEW OF THE DEVELOPMENT AGREEMENT

RECOMMENDATION

Adopt a resolution for the following actions:

1. Determine KB-Bakewell Seaside Venture II, LLC, is acting in good faith in compliance with the provisions of the Development Agreement; and
2. Approve Campus Town Specific Plan Final Map Phase 1, a portion of Vesting Map VTM-01; and
3. Approve Draft Subdivision and Improvement Agreement for Phase 1A.

BACKGROUND

The City and KB-Bakewell Seaside Venture, LLC a California limited liability company ("Developer") and the Successor Agency to the Redevelopment Agency of the City of Seaside entered into a Purchase and Sale Agreement on February 6, 2020, for the property described as "Surplus II" and "26 Acre Parcels" and is approximately 103.5 acres in size, collectively referred to as the "Property."

On March 5, 2020, pursuant to the requirements of the Development Agreement Act and the City Development Agreement Regulations, the City Council of the City of Seaside conducted a hearing on the Developer's application for this Agreement. The City Council found and determined that the following actions are consistent with the General Plan: (1) the Campus Town Specific Plan, (2) General Plan Circulation Element Amendments, (3) Zoning Map and Text amendments creating "Campus Town Specific Plan" District, (4) the Development Agreement, (5) the Vesting Tentative Subdivision

Map, and (6) Inclusionary (affordable) Housing Agreement for Campus Town Property.

By Resolution No. 20-09 adopted by the City Council on March 5, 2020, the City Council reviewed and certified, after making appropriate findings, the Final Environmental Impact Report for the Campus Town Specific Plan Project (State Clearinghouse NO 20180210079) (the "Final EIR").

PROJECT DESCRIPTION

The City is initiating the recordation of the Campus Town Specific Plan Final Map Phase 1, a portion of Vesting Tentative Map VTM-01, creating legal parcels allowing KB-Bakewell Seaside Venture II, LLC, ("Applicant") to purchase Phase 1A. Phase 1A is bounded by Lightfighter Drive to the north, Army property to the south, General Jim Moore to the east and 1st Avenue to the west. Associated with the Final Map, the Draft Subdivision Improvement Agreement for Phase 1A of Campus Town Specific Plan has been prepared for recordation concurrent with the purchase of Phase 1A by the Applicant, which will contractually bind the Developer to complete improvements.

The City conducted the annual review of the Development Agreement pursuant to California Government Code Section 65865.1 and Seaside Municipal Code Section 17.66.070, and determined the Applicant is acting in good faith compliance with the provisions of this Agreement.

The Final Map Phase 1 subdivides the Campus Town Specific Plan for construction of uses. The Final Map Phase 1 encompasses approximately 37.29 acres of the total 103.5 acres of VTM-01. The final map application was deemed complete by the City Engineer and City Surveyor on April 19, 2022. (see Exhibit B).

The Draft Subdivision Improvement Agreement was prepared to contractually bind the Developer to complete Phase 1A improvements, a portion of Final Map Phase 1. The Draft Subdivision Improvement Agreement for Phase 1A will be recorded concurrent with the transfer of property to the Applicant. Once recorded, the Subdivision Improvement Agreement contractually binds the Developer to complete the Project improvements in accordance with the Final Map Phase 1 and to provide security for completion in accordance with the City Requirements.

ENVIRONMENTAL CONSIDERATIONS

Final Map Phase 1 is a ministerial action consistent with the project that was reviewed and approved pursuant to the Campus Town EIR. The Final Map Phase 1 will not have one or more significant effects not discussed in the previously certified EIR, will not have more severe effects than previously analyzed, and additional or different mitigation measures are not required to reduce the impacts of the project to a level of less than significant.

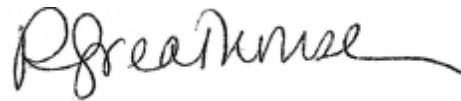
FISCAL IMPACT

None.

ATTACHMENTS

1. Resolution
 2. Campus Town Phase 1 Final Map
 3. Draft Campus Town Phase 1A 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

RESOLUTION NO. 22-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE FINAL MAP PHASE 1 FOR CAMPUS TOWN SPECIFIC PLAN, A PORTION OF VESTING MAP VTM-01; DRAFT SUBDIVISION IMPROVEMENT AGREEMENT FOR PHASE 1A; AND ANNUAL REVIEW OF THE DEVELOPMENT AGREEMENT

WHEREAS, the Campus Town Specific Plan is generally located east of 1st Avenue, west of 7th Avenue, south of California State University, Monterey Bay and Lightfighter Drive and north; and generally, north of Gigling Road; and

WHEREAS, on March 5, 2020, the City Council approved an application by KB-Bakewell Seaside Venture, LLC (the "Applicant") for Vesting Tentative Map, VTM-01, for the subdivision of approximately 103.5 acres (the "Property").

WHEREAS, Vesting Tentative Map VTM-01, including conditions of approval, would also provide for grading of the Project Site; allow for extension of utilities and services to support planned development, including but not limited to potable water, recycled water, sanitary sewer and storm drain system; provide for water quality improvements; allow for new streets to serve anticipated uses; and reserve necessary easements; and

WHEREAS, the City conducted the annual review of the Development Agreement, recorded with the County of Monterey on May 27, 2020, pursuant to California Government Code Section 65865.1 and Seaside Municipal Code Section 17.66.070, and determined the Applicant is acting in good faith compliance with the provisions of this Agreement; and

WHEREAS, the Applicant submitted to the City, Campus Town Specific Plan Final Map Phase I comprised of 37.29 acres, Exhibit A, and is determined to be complete and in conformance with Vesting Tentative Map No. TM-01; and

WHEREAS, in accordance with Section 6, Conditions of Closing, of the Purchase and Sale Agreement entered into with the Applicant on February 6, 2020, the Final Map Phase 1 creates legally subdivided parcels; and

WHEREAS, the Applicant is purchasing Phase 1A a portion of Phase 1 that is bounded by Lightfighter Drive to the north, Army property to the south, General Jim Moore to the east and 1st Avenue to the west; and

WHEREAS, Draft Subdivision Improvement Agreement for Phase 1A has been prepared to record concurrent with the transfer of property to the Applicant, Exhibit B; and

WHEREAS, subdivision (b) of Government Code Section 66442 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.

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

- 1) The City Council make the following findings pursuant to the requirements of the California Environmental Quality Act:
 - a) That the above recitals are accurate and are hereby incorporated in and made part of this Resolution by this reference.
 - b) Pursuant to the California Environmental Quality Act ("CEQA") and the Agency's local CEQA Guidelines, the City certified an Environmental Impact Report, State Clearinghouse NO 20180210079, (the "Final EIR") on March 5, 2020 in connection with the City's approval of the Campus Town entitlements and the City approved the same EIR in connection with the Agency's actions to implement that project. Pursuant to CEQA Guidelines Section 15162, no subsequent or supplemental EIR or Negative Declaration is required in connection with subsequent discretionary approvals of the same project unless: (i) substantial changes are proposed to the project that indicate new or more severe impacts on the environment; (ii) substantial changes have occurred in the circumstances under which the project was previously reviewed that indicates new or more severe environmental impacts; or (iii) new important information shows the project will have new or more severe impacts than previously considered; or (iv) additional mitigation measures are now feasible to reduce impacts or different mitigation measures can be imposed to substantially reduce impacts.
 - c) The City Council find, in connection with the Final Map Phase 1 that its approval is a ministerial action consistent with the project that was reviewed and approved pursuant to the Campus Town 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, will not have more severe effects than previously analyzed, and that additional or different mitigation measures are not required to reduce the impacts of the project to a level of less than significant.
 - d) Based on these findings and all evidence in the record, the City Council determine that no additional environmental review is required pursuant to CEQA in connection with the City's consideration of the Final Map Phase 1.

- e) Pursuant to California Government Code Section 66457, the City Council find that all required certificates or statements are placed on the map ready to be have been signed and, where necessary, have been acknowledged.
 - f) Pursuant to California Government Code Section 66458 and based upon the determinations and report of the City Engineer, the City Council finds that the Final Map Phase 1 conforms to all requirements of the Subdivision Map Act, the City's local Subdivision Ordinance and that all conditions prior to the approval of the Final Map Phase 1 have been completed to the satisfaction of the City.
-
- 2) The City Council hereby appoints the licensed City Surveyor or City Engineer to review the Final Map, Exhibit A, to make minor technical corrections as appropriate, and provide the certificate therefore in compliance with Government Code Section 66442.
 - 3) The City Council hereby appoints the City Manager or designee, as corrected by the City Surveyor or City Engineer, for substantial conformance with the Vesting Tentative Map No. TM-01 as modified and provide the certification in compliance with Seaside Municipal Code 16.12.120.
 - 4) The City Council hereby appoints the City Manager or designee to approve the final Subdivision Improvement Agreement for Phase 1A, upon determination of substantial conformance with the draft.
 - 5) The City Council hereby instructs the City Clerk to endorse on the face of the Final Map, as corrected by the City Surveyor or City Engineer, the certificate that embodies the approval of the Final Map and instructs the City Clerk to reject all offers of public dedication that may be provided on the Final Map Phase 1.
 - 6) 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 approve the Final Map Phase 1.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California on the _____ day of May 2022.

AYES: COUNCIL/AGENCY MEMBERS
NOES: COUNCIL/AGENCY MEMBERS
ABSTAIN: COUNCIL/AGENCY MEMBERS
ABSENT: COUNCIL/AGENCY MEMBERS

APPROVED:

Ian Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

Exhibits

- A. Campus Town Final Map Phase 1
- B. Draft Subdivision Improvement Agreement Phase 1A

OWNERS’ STATEMENT

THE UNDERSIGNED HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY SHOWN ON THE SUBDIVISION WITHIN THE DISTINCTIVE BORDER LINE ON THIS MAP ENTITLED "TRACT _____, CAMPUS TOWN", CONSISTING OF SIXTEEN (16) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE HEREBY CONSENT TO THE MAKING OF SAID MAP AND SUBDIVISION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: "STREET A", "STREET B", AND "SECOND AVENUE" FOR PUBLIC STREET PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: "PARCEL A", "PARCEL B", "PARCEL Y" AND "PARCEL Z" TO THE CITY OF SEASIDE FOR STORM WATER BASIN RETENTION AND STORM WATER MANAGEMENT PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: "PARCEL X", TO THE CITY OF SEASIDE FOR PUBLIC STREET RIGHT-OF-WAY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS TO THE CITY OF SEASIDE FOR PUBLIC SIDEWALK INGRESS, EGRESS, CONSTRUCTION, AND MAINTENANCE, AND FOR UTILITIES WHICH ARE AUTHORIZED TO SERVE IN SAID SUBDIVISION INCLUDING, BUT NOT LIMITED TO, TELEPHONE, ELECTRICITY, NATURAL GAS, COMMUNICATIONS, WATER LINES, SANITARY SEWER LINES AND STORM DRAIN LINES, NON-POTABLE AND RECYCLED WATER LINES, AND THEIR NECESSARY APPURTENANCES ON, OVER AND UNDER THOSE CERTAIN AREAS OF LAND DESIGNATED AS PUBLIC SERVICE EASEMENT (PSE). SAID PUBLIC SERVICE EASEMENTS ARE TO BE KEPT FREE AND CLEAR OF ALL BUILDINGS AND STRUCTURES NOT SERVING THE PURPOSES OF THE EASEMENTS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS TO THE CITY OF SEASIDE FOR INGRESS AND EGRESS OF EMERGENCY VEHICLES OVER THOSE CERTAIN AREAS DESIGNATED AS "EMERGENCY VEHICLE ACCESS EASEMENT" (EVAE). THE ABOVE-MENTIONED EASEMENTS SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES AND THEIR APPURTENANCES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENT TO THE CITY OF SEASIDE FOR NON-VEHICULAR PUBLIC ACCESS OVER THOSE CERTAIN AREAS DESCRIBED AS "PUBLIC ACCESS EASEMENT" (PAE). THE ABOVE-MENTIONED EASEMENTS SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES AND THEIR APPURTENANCES.

THE UNDERSIGNED HEREBY RESERVE "PARCEL 1", "PARCEL 2", "PARCEL 3", "PARCEL 4", "PARCEL 5", "PARCEL 6", "PARCEL 7", "PARCEL 8", AND "PARCEL J" FOR FUTURE DEVELOPMENT.

THE UNDERSIGNED HEREBY RESERVE AS "PRIVATE OPEN SPACE" FOR LANDSCAPING, STORM WATER MANAGEMENT, AND PARK AND RECREATION PURPOSES: "PARCEL C", "PARCEL D", "PARCEL E", "PARCEL F", "PARCEL G", "PARCEL H", "PARCEL I", "PARCEL K", "PARCEL L", "PARCEL M", "PARCEL N", "PARCEL O", "PARCEL P", "PARCEL Q", "PARCEL R", "PARCEL S", "PARCEL T", "PARCEL U", PARCEL V", AND "PARCEL W", AND WILL BE GRANTED TO, AND MAINTAINED BY, THE HOMEOWNER’S ASSOCIATION AS CREATED FOR THIS TRACT BY SEPARATE INSTRUMENT.

OWNER:

CITY OF SEASIDE

BY: _____
NAME TITLE DATE

BY: _____
NAME TITLE DATE

OWNER ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF _____)

ON _____, 2022, BEFORE ME, _____A 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.

NOTARY’S SIGNATURE: _____
NAME OF NOTARY (PLEASE PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

OWNER ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF _____)

ON _____, 2022, BEFORE ME, _____A 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.

NOTARY’S SIGNATURE: _____
NAME OF NOTARY (PLEASE PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

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 CHARLIE HAZELBAKER FOR KB HOME ON NOVEMBER 4, 2020. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE MARCH 30, 2024, AND THAT SAID MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

I FURTHER STATE THAT THE GROSS AREA WITHIN "TRACT _____, CAMPUS TOWN" CONTAINS 37.29 ACRES, MORE OR LESS.

BRYAN PIERCE
PLS 8859

DATE: _____

CITY SURVEYOR’S STATEMENT

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.

SIGNED: _____ DATE _____
GEORGE MARCHENKO,
ACTING CITY SURVEYOR, CITY OF SEASIDE
PLS NO. 6964

PLANNING COMMISSION’S STATEMENT

I, BETH ROCHA, SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF SEASIDE, MONTEREY COUNTY, CALIFORNIA, DID EXAMINE THIS FINAL MAP, AND DID FIND THAT SAID FINAL SUBDIVISION MAP IS SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP THEREOF APPROVED BY THE SEASIDE CITY COUNCIL ON THE _____ DAY OF _____, 20____, AND FURTHER DID DETERMINE THAT SAID FINAL SUBDIVISION MAP CONFORMS WITH THE CHANGES PERMITTED AND ALL REQUIREMENTS IMPOSED AS A CONDITION TO ITS ACCEPTANCE, AND DID APPROVE SAID SUBDIVISION MAP.

BETH ROCHA
SECRETARY OF THE PLANNING COMMISSION

DATE _____

CITY ENGINEER’S STATEMENT

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

SIGNED: _____ DATE _____
NISHA PATEL
CITY ENGINEER, CITY OF SEASIDE
RCE NO. 72491

STATEMENT OF CITY CLERK

I, DOMINIQUE DAVIS, CITY CLERK OF THE CITY OF SEASIDE, CALIFORNIA, HEREBY CERTIFY THAT SAID CITY COUNCIL OF THE CITY OF SEASIDE, AS GOVERNING BODY OF SAID CITY APPROVED THE SUBDIVISION AS SHOWN HEREIN BY RESOLUTION NUMBER _____, ON _____, 20____, AND HAS TAKEN THE FOLLOWING ACTIONS:

1. APPROVED THIS FINAL MAP, "TRACT _____, CAMPUS TOWN".
2. ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC THOSE PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF OFFER OF DEDICATION TO WIT:
 - a.) "PARCEL A", "PARCEL B", "PARCEL Y" AND "PARCEL Z" FOR STORM WATER BASIN RETENTION AND STORM WATER MANAGEMENT PURPOSES.
 - b.) "PARCEL X" FOR PUBLIC STREET RIGHT-OF-WAY PURPOSES.
 - c.) EASEMENTS FOR PUBLIC SERVICE PURPOSES (PSE).
 - d.) EASEMENTS FOR EMERGENCY VEHICLE ACCESS PURPOSES (EVAE).
 - e.) EASEMENTS FOR PUBLIC ACCESS PURPOSES (PAE)
 - f.) PUBLIC STREETS DESIGNATED "STREET A"; "STREET B" AND "SECOND AVENUE"

PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP SHALL CONSTITUTE ABANDONMENT OF A PORTION OF "LIGHTFIGHTER DRIVE", AS SHOWN ON THE RECORD OF SURVEY FIELD AUGUST 11, 2008 IN BOOK 30 OF SURVEY MAPS, PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA, CONTAINED WITHIN THE DISTINCTIVE BOUNDARY LINE OF THIS MAP.

DATED: _____

DOMINIQUE DAVIS
CITY CLERK OF THE CITY OF SEASIDE

COUNTY RECORDER’S CERTIFICATE

FILED THIS _____ DAY OF _____, 20____ AT _____ M.,
VOLUME _____ OF CITIES AND TOWNS AT PAGE _____, RECORDS OF
MONTEREY COUNTY, CALIFORNIA, AT THE REQUEST OF CHICAGO TITLE COMPANY.

STEPHEN L. VAGNINI
COUNTY RECORDER
MONTEREY COUNTY, CALIFORNIA

BY _____ DEPUTY _____

SERIAL NO: _____

FEE: \$ _____

TRACT _____, CAMPUS TOWN

IN THE CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

BEING A SUBDIVISION OF THE "22.52 ACRE PARCEL OF LAND" AND THE "2.835 ACRE PARCEL OF LAND" AS DESCRIBED IN THE DOCUMENT ENTITLED "QUITCLAIM DEED FOR THE LIGHT FIGHTER PARCEL SEASIDE, CALIFORNIA", RECORDED AUGUST 28, 2008 AS DOCUMENT NO. 2008057085, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THE 11.28 ACRE PARCEL OF LAND" AS DESCRIBED IN THE DOCUMENT ENTITLED "QUITCLAIM DEED FOR THE FIREHOUSE PARCEL SEASIDE, CALIFORNIA", RECORDED AUGUST 28, 2008 AS DOCUMENT NO. 2008057086, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; AND A PORTION OF LIGHT FIGHTER DRIVE AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN BOOK 30 OF SURVEY MAPS, PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
MARCH 2022

OMISSIONS STATEMENT

SIGNATURES OF THE FOLLOWING EASEMENT HOLDERS HAVE BEEN OMITTED PURSUANT TO SECTION 66436(a)(3)(A)(i) OF THE GOVERNMENT CODE (SUBDIVISION MAP ACT).

- 1) EASEMENT GRANTED TO COAST VALLEYS GAS AND ELECTRIC COMPANY, A CORPORATION, FOR PUBLIC UTILITIES, RECORDED MAY 5, 1924, IN BOOK 38, PAGE 202, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.
- 2) EASEMENT GRANTED TO COAST VALLEYS GAS AND ELECTRIC COMPANY, A CORPORATION, FOR PUBLIC UTILITIES, RECORDED JULY 26, 1924, IN BOOK 39, PAGE 490, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA. MODIFICATION OF SAID EASEMENT RECORDED FEBRUARY 11, 1931 IN BOOK 280, PAGE 127, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, AMENDMENTS TO SAID EASEMENT RECORDED OCTOBER 24, 1954 IN BOOK 1562, PAGE 81, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA
- 3) EASEMENT GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION FOR PUBLIC UTILITIES, RECORDED JANUARY 22, 1931 IN VOLUME 275, PAGE 328, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.
- 4) EASEMENT GRANTED TO FORT ORD REUSE AUTHORITY ("FORA") FOR UTILITY EASEMENT FOR CONSTRUCTING, OPERATING, MAINTAINING, PREPARING, AND REPLACING WATER AND WASTEWATER DISTRIBUTION SYSTEMS, RECORDED OCTOBER 26, 2001, AS INSTRUMENT NO. 2001090791, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA. ASSIGNMENT OF EASEMENTS ON FORMER FORT ORD AND ORD MILITARY COMMUNITY, COUNTY OF MONTEREY, AND QUITCLAIM DEED FOR WATER AND WASTE WATER SYSTEMS RECORDED OCTOBER 26, 2001 AS SERIES NO. 2001090793, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA AND RE-RECORDED NOVEMBER 7, 2001, INSTRUMENT NO. 2001094583, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.
- 5) EASEMENT GRANTED TO FORD ORD REUSE AUTHORITY ("FORA") FOR WATER AND WASTEWATER DISTRIBUTION SYSTEMS RECORDED OCTOBER 26, 2001, AS INSTRUMENT NO. 2001090792, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA. ASSIGNMENT OF EASEMENTS ON FORMER FORT ORD AND ORD MILITARY COMMUNITY, COUNTY OF MONTEREY, AND QUITCLAIM DEED FOR WATER AND WASTE WATER SYSTEMS RECORDED OCTOBER 26, 2001 AS SERIES NO. 2001090793, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA AND RE-RECORDED NOVEMBER 7, 2001, INSTRUMENT NO. 2001094583, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.
- 6) EASEMENT RESERVED BY THE UNITED STATES OF AMERICA FOR ROADS, STREETS, UTILITY SYSTEMS, RIGHTS OF WAY, PIPELINES, RECORDED AUGUST 28, 2008 AS INSTRUMENT NO. 2008057085, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.
- 7) EASEMENT RESERVED BY THE UNITED STATES OF AMERICA FOR ROADS, STREETS, UTILITY SYSTEMS, RIGHTS OF WAY, PIPELINES, RECORDED AUGUST 28, 2008 AS INSTRUMENT NO. 2008057086, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.
- 8) EASEMENT GRANTED TO PACIFIC BELL TELEPHONE COMPANY, A CALIFORNIA CORPORATION, DBA AT&T CALIFORNIA FOR PUBLIC UTILITIES, RECORDED AUGUST 9, 2012 AS INSTRUMENT NO. 20122046302, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.
- 9) EASEMENT GRANTED TO PACIFIC BELL TELEPHONE COMPANY, A CALIFORNIA CORPORATION, DBA AT&T CALIFORNIA FOR PUBLIC UTILITIES, RECORDED AUGUST 9, 2012 AS INSTRUMENT NO. 20122046329, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.
- 10) COVENANT AND AGREEMENT IN FAVOR OF THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL AND CENTRAL COAST REGIONAL WATER QUALITY CONTROL BOARD, FOR REASONABLE RIGHT-OF-WAY ENTRY AND ACCESS, RECORDED MAY 22, 2002 AS INSTRUMENT NO. 2002048597, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.
- 11) COVENANT AND AGREEMENT IN FAVOR OF THE STATE OF CALIFORNIA ACTING BY AND THROUGH THE DEPARTMENT OF TOXIC SUBSTANCES CONTROL AND CENTRAL COAST REGIONAL WATER QUALITY CONTROL BOARD, FOR REASONABLE RIGHT-OF-WAY ENTRY AND ACCESS, RECORDED SEPTEMBER 17,, 2003 AS INSTRUMENT NO. 2003113179, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.

SIGNATURES OF THE FOLLOWING INTEREST HOLDERS HAVE BEEN OMITTED PURSUANT TO SECTION 66436(a)(3)(C) OF THE GOVERNMENT CODE (SUBDIVISION MAP ACT).

- 12) MINERAL RIGHTS, TOGETHER WITH REASONABLE RIGHT-OF-WAY ENTRY AND ACCESS RESERVED BY THE UNITED STATES OF AMERICA, RECORDED AUGUST 28, 2008 AS INSTRUMENT NO. 2008057085, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.
- 13) MINERAL RIGHTS, TOGETHER WITH REASONABLE RIGHT-OF-WAY ENTRY AND ACCESS RESERVED BY THE UNITED STATES OF AMERICA, RECORDED AUGUST 28, 2008 AS INSTRUMENT NO. 2008057086, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.

GEOTECHNICAL NOTE:

A GEOTECHNICAL INVESTIGATION REPORT, TITLED CAMPUS TOWN SFB PROJECT NO. 104-145, DATED DECEMBER 10, 2020, HAS BEEN PREPARED ON THIS PROPERTY BY STEVENS, FERRONE AND BAILEY GEOTECHNICAL ENGINEERING COMPANY, INC. AND IS ON FILE IN THE CITY OF SEASIDE COMMUNITY DEVELOPMENT DEPARTMENT.

TRACT _____, CAMPUS TOWN

IN THE CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

BEING A SUBDIVISION OF THE "22.52 ACRE PARCEL OF LAND" AND THE "2.835 ACRE PARCEL OF LAND" AS DESCRIBED IN THE DOCUMENT ENTITLED "QUITCLAIM DEED FOR THE LIGHT FIGHTER PARCEL SEASIDE, CALIFORNIA", RECORDED AUGUST 28, 2008 AS DOCUMENT NO. 2008057085, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THE 11.28 ACRE PARCEL OF LAND" AS DESCRIBED IN THE DOCUMENT ENTITLED "QUITCLAIM DEED FOR THE FIREHOUSE PARCEL SEASIDE, CALIFORNIA", RECORDED AUGUST 28, 2008 AS DOCUMENT NO. 2008057086, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; AND A PORTION OF LIGHT FIGHTER DRIVE AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN BOOK 30 OF SURVEY MAPS, PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020

MARCH 2022

JOB #132018

SHEET 2 OF 16 SHEETS

4TH SUBMITTAL MARCH 2022

EASEMENT NOTES:

- 1.) A PERPETUAL UNASSIGNABLE RIGHT TO ENTER PROPERTY FOR THE REMOVAL OF UNEXPLODED ORDINANCE PER THE QUITCLAIM DEED FOR THE LIGHT FIGHTER PARCEL SEASIDE, CALIFORNIA, RECORDED AUGUST 28, 2008 AS DOCUMENT #2008057085, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA AND THE QUITCLAIM DEED FOR THE FIREHOUSE PARCEL SEASIDE, CALIFORNIA, RECORDED AUGUST 28, 2008 AS DOCUMENT #2008057086, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA. THIS EASEMENT IS BLANKET IN NATURE AND THEREFOR NOT SHOWN.
- 2.) MINERAL RIGHTS ARE RESERVED BY THE UNITED STATES OF AMERICA WITH A RIGHT OF SURFACE ENTRY THAT DOES NOT UNREASONABLY INTERFERE WITH THE DEVELOPMENT AND QUIET ENJOYMENT OF THE PROPERTY PER THE QUITCLAIM DEED FOR THE LIGHT FIGHTER PARCEL SEASIDE, CALIFORNIA, RECORDED AUGUST 28, 2008 AS DOCUMENT #2008057085, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA AND THE QUITCLAIM DEED FOR THE FIREHOUSE PARCEL SEASIDE, CALIFORNIA, RECORDED AUGUST 28, 2008 AS DOCUMENT #2008057086, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA. THIS EASEMENT IS BLANKET IN NATURE AND THEREFORE NOT SHOWN.
- 3.) A COVENANT AND AGREEMENT ENTITLED "COVENANT TO RESTRICT USE OF PROPERTY ENVIRONMENTAL RESTRICTION" FILED MAY 22, 2002 AS INSTRUMENT NO. 2002048597 OF OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA. REFERENCE TO THE DOCUMENT FOR PARTICULARS.
- 4.) A COVENANT AND AGREEMENT ENTITLED "COVENANT TO RESTRICT USE OF PROPERTY ENVIRONMENTAL RESTRICTION" FILED SEPTEMBER 17, 2003 AS INSTRUMENT NO. 2003113179 OF OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA. REFERENCE TO THE DOCUMENT FOR PARTICULARS.
- 5.) "UTILITY EASEMENT FOR CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING AND REPLACING WATER AND WASTEWATER DISTRIBUTION SYSTEMS" ARE NOT DEFINED IN THE DOCUMENT RECORDED OCTOBER 26, 2001 AS DOCUMENT NO. 2001090791; DOCUMENT RECORDED OCTOBER 26, 2001 AS DOCUMENT NO. 2001090793; OR DOCUMENT RECORDED NOVEMBER 7, 2001 AS DOCUMENT NO. 2001094583, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, AND ARE THEREFORE NOT SHOWN. THE DOCUMENT REFERS TO DRAWINGS SN 23,538 THROUGH SN 23,717 WHICH WERE NOT INCLUDED IN RECORD DOCUMENTS, THE AFFECT ON THE PROPERTY IS UNKNOWN.
- 6.) "EASEMENTS FOR WATER AND WASTEWATER DISTRIBUTION SYSTEMS" ARE NOT DEFINED IN THE DOCUMENT RECORDED OCTOBER 26, 2001 AS DOCUMENT NO. 2001090792; DOCUMENT RECORDED OCTOBER 26, 2001 AS DOCUMENT NO. 2001090793; OR DOCUMENT RECORDED NOVEMBER 7, 2001 AS DOCUMENT NO. 2001094583, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, AND ARE THEREFORE NOT SHOWN. THE DOCUMENT REFERS TO DRAWINGS SN 23,538 THROUGH SN 23,717 WHICH WERE NOT INCLUDED IN RECORD DOCUMENTS, THE AFFECT ON THE PROPERTY IS UNKNOWN.

SHEET LEGEND
NOT TO SCALE

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	227.56'	907.00'	014°22'30"
C2	224.55'	895.00'	014°22'30"
C3	171.14'	131.30'	074°40'59"
C4	123.06'	120.00'	058°45'31"
C5	215.22'	413.66'	029°48'34"
C6	79.79'	50.55'	090°26'36"
C7	271.10'	357.00'	043°30'35"
C8	117.04'	60.00'	111°46'05"
C9	8.92'	89.00'	005°44'24"
C10	51.92'	958.00'	003°06'20"
C11	461.03'	260.00'	101°35'49"

LINE TABLE		
LINE	BEARING	DIST
L1	N66°01'41"W	120.00'
L2	N61°03'46"E	142.81'
L3	N37°50'06"E	151.61'
L4	N05°40'29"W	30.99'
L5	N05°40'29"W	18.97'
L6	N05°40'29"W	12.02'
L7	N02°10'30"E	13.00'
L8	N87°49'30"W	42.20'
L9	N87°48'54"W	147.32'
L10	N01°36'08"E	8.35'
L11	N87°14'58"W	16.46'

REFERENCES:

- (R1) RECORD OF SURVEY - 30-S-20
(R2) RECORD OF SURVEY - 23-S-97
(R3) RECORD OF SURVEY - 26-S-21

BASIS OF BEARINGS:

THE BEARING OF N88°00'00"E BETWEEN FOUND MONUMENTS ALONG THE SOUTH LINE OF LIGHT FIGHTER DRIVE, AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN VOLUME 30 OF SURVEY MAPS, AT PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS.

THE MONUMENTS ARE IDENTIFIED AS POINTS 74 AND 75 ON THE RECORD OF SURVEY FILED JANUARY 9, 1998 IN VOLUME 21 OF SURVEY MAPS, AT PAGE 83, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

GROUND SCALED COORDINATE VALUES:
POINT 74 N 2130933.05 E 5736868.73
POINT 75 N 2130984.49 E 5738341.68

LEGEND

- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
--- EXISTING LOT LINE
--- NEW LOT LINE
--- FORMER LOT LINE
--- MONUMENT LINE/CENTERLINE
--- NEW EASEMENT LINE
--- EXISTING EASEMENT LINE
--- TIE LINE
● FOUND MONUMENT, AS NOTED
⊙ SET BRASS DISK IN WELL, TAGGED PLS 8859
--- FOUND
--- IRON PIPE
--- PUBLIC ACCESS EASEMENT
--- PUBLIC SERVICE EASEMENT
--- EMERGENCY VEHICLE ACCESS EASEMENT
--- MONUMENT TO MONUMENT
--- TOTAL DIMENSION
--- RADIAL BEARING
--- CALCULATED
--- RECORD DATA IF DIFFERENT FROM MEASURED
- FND
⊙ IP
--- PAE
--- PSE
--- EVAE
(M-M)
(T)
(R)
(C)
()

NOTES:

1. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
2. TIE LINES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.
3. ALL ALLEYS AND COURTS SHOWN HEREON ARE PRIVATE.

TRACT _____, CAMPUS TOWN

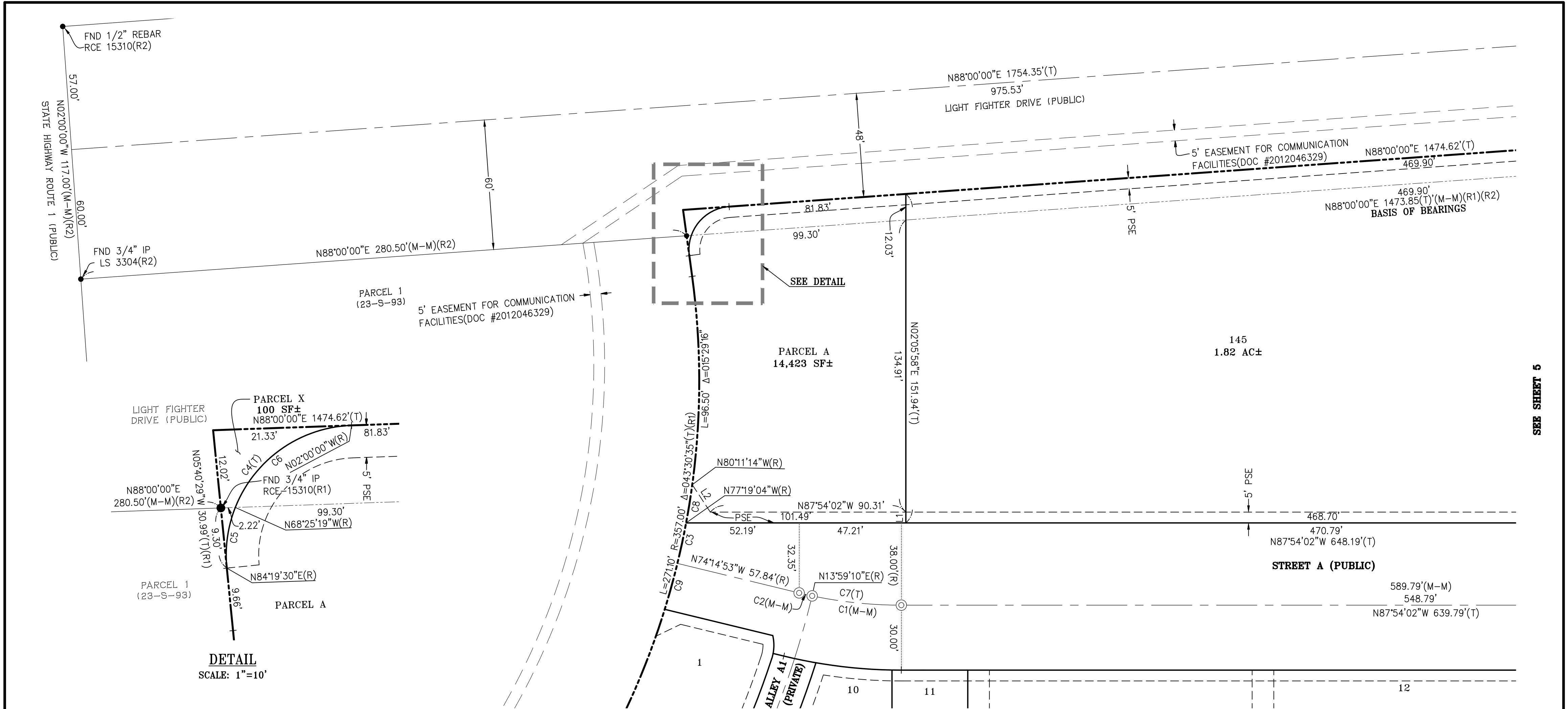
IN THE CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

BEING A SUBDIVISION OF THE "22.52 ACRE PARCEL OF LAND" AND THE "2.835 ACRE PARCEL OF LAND" AS DESCRIBED IN THE DOCUMENT ENTITLED "QUITCLAIM DEED FOR THE LIGHT FIGHTER PARCEL SEASIDE, CALIFORNIA", RECORDED AUGUST 28, 2008 AS DOCUMENT NO. 2008057085, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THE 11.28 ACRE PARCEL OF LAND" AS DESCRIBED IN THE DOCUMENT ENTITLED "QUITCLAIM DEED FOR THE FIREHOUSE PARCEL SEASIDE, CALIFORNIA", RECORDED AUGUST 28, 2008 AS DOCUMENT NO. 2008057086, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; AND A PORTION OF LIGHT FIGHTER DRIVE AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN BOOK 30 OF SURVEY MAPS, PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
MARCH 2022

SHEET 3 OF 16 SHEETS

4TH SUBMITTAL MARCH 2022



SEE SHEET 5

DETAIL
SCALE: 1"=10'

LEGEND

- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
- EXISTING LOT LINE
- NEW LOT LINE
- FORMER LOT LINE
- MONUMENT LINE/CENTERLINE
- NEW EASEMENT LINE
- EXISTING EASEMENT LINE
- TIE LINE
- FOUND MONUMENT, AS NOTED
- SET BRASS DISK IN WELL, TAGGED PLS 8859
- FOUND
- IRON PIPE
- PUBLIC ACCESS EASEMENT
- PUBLIC SERVICE EASEMENT
- EMERGENCY VEHICLE ACCESS EASEMENT
- MONUMENT TO MONUMENT
- TOTAL DIMENSION
- RADIAL BEARING
- CALCULATED
- RECORD DATA IF DIFFERENT FROM MEASURED

NOTES:

- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- TIE LINES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	41.49'	200.00'	011°53'12"
C2	6.16'	200.00'	001°45'57"
C3	19.13'	357.00'	003°04'11"
C4	32.70'	20.00'	093°40'29"
C5	9.51'	20.00'	027°15'10"
C6	23.19'	20.00'	066°25'19"
C7	47.66'	200.00'	013°39'09"
C8	17.88'	357.00'	002°52'10"
C9	22.01'	357.00'	003°31'59"

BASIS OF BEARINGS:

THE BEARING OF N88°00'00"E BETWEEN FOUND MONUMENTS ALONG THE SOUTH LINE OF LIGHT FIGHTER DRIVE, AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN VOLUME 30 OF SURVEY MAPS, AT PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS.

THE MONUMENTS ARE IDENTIFIED AS POINTS 74 AND 75 ON THE RECORD OF SURVEY FILED JANUARY 9, 1998 IN VOLUME 21 OF SURVEY MAPS, AT PAGE 83, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

GROUND SCALED COORDINATE VALUES:
POINT 74
N 2130933.05
E 5736868.73

POINT 75
N 2130984.49
E 5738341.68

REFERENCES:

- (R1) RECORD OF SURVEY
- (R2) RECORD OF SURVEY
- (R3) RECORD OF SURVEY

- 30-S-20
- 23-S-97
- 26-S-21

LINE TABLE		
LINE	BEARING	DIST
L1	N02°05'58"E	5.00
L2	N31°16'11"W	15.15

TRACT _____, CAMPUS TOWN

IN THE CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

BEING A SUBDIVISION OF THE "22.52 ACRE PARCEL OF LAND" AND THE "2.835 ACRE PARCEL OF LAND" AS DESCRIBED IN THE DOCUMENT ENTITLED "QUITCLAIM DEED FOR THE LIGHT FIGHTER PARCEL SEASIDE, CALIFORNIA", RECORDED AUGUST 28, 2008 AS DOCUMENT NO. 2008057085, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THE 11.28 ACRE PARCEL OF LAND" AS DESCRIBED IN THE DOCUMENT ENTITLED "QUITCLAIM DEED FOR THE FIREHOUSE PARCEL SEASIDE, CALIFORNIA", RECORDED AUGUST 28, 2008 AS DOCUMENT NO. 2008057086, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; AND A PORTION OF LIGHT FIGHTER DRIVE AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN BOOK 30 OF SURVEY MAPS, PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

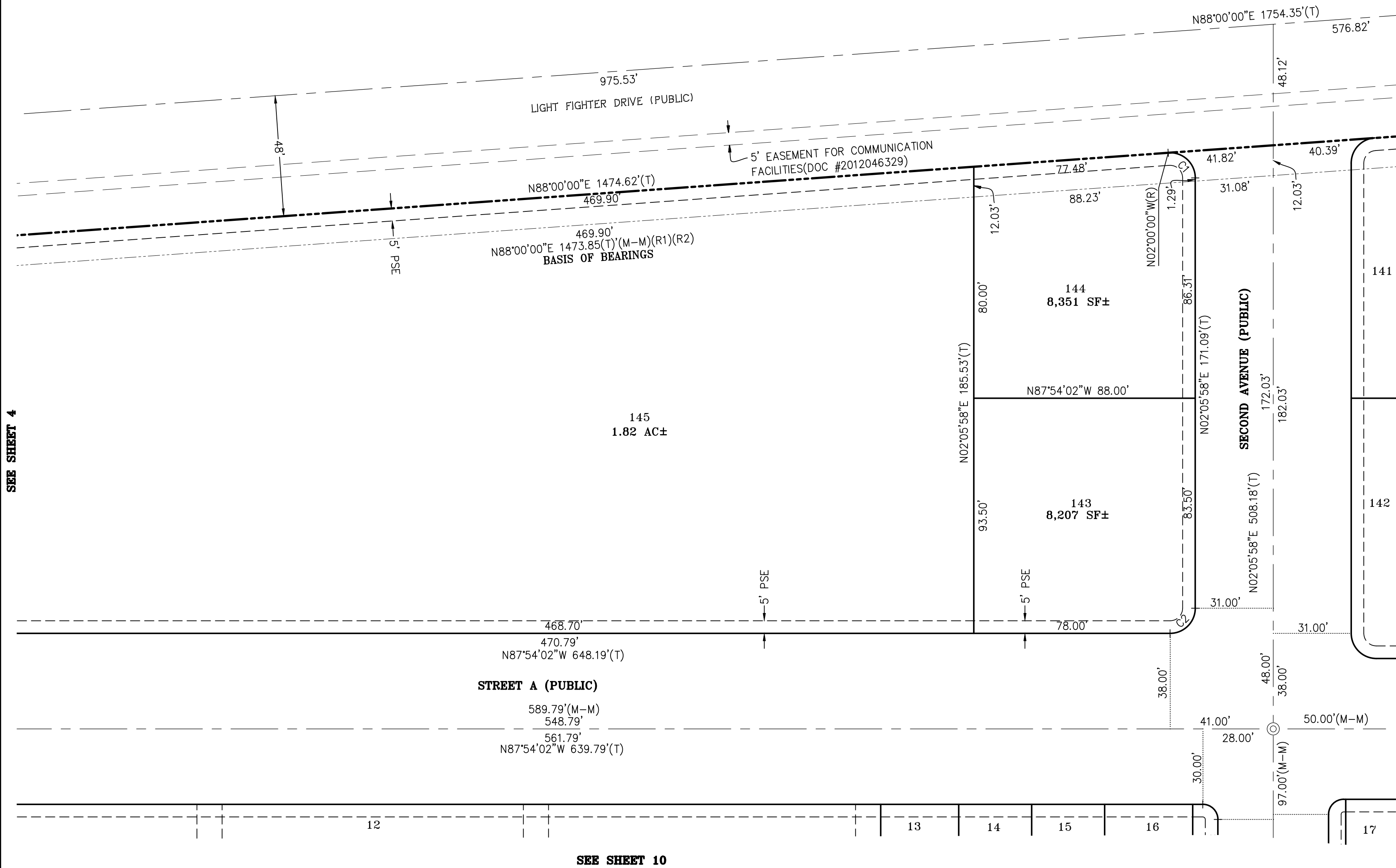
Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
MARCH 2022

JOB #132018

SHEET 4 OF 16 SHEETS

4TH SUBMITTAL MARCH 2022

SEE SHEET 4



SEE SHEET 10

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	16.42'	10.00'	094°05'58"
C2	15.71'	10.00'	090°00'00"

REFERENCES:

- (R1) RECORD OF SURVEY - 30-S-20
- (R2) RECORD OF SURVEY - 23-S-97
- (R3) RECORD OF SURVEY - 26-S-21

NOTES:

- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- TIE LINES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS:

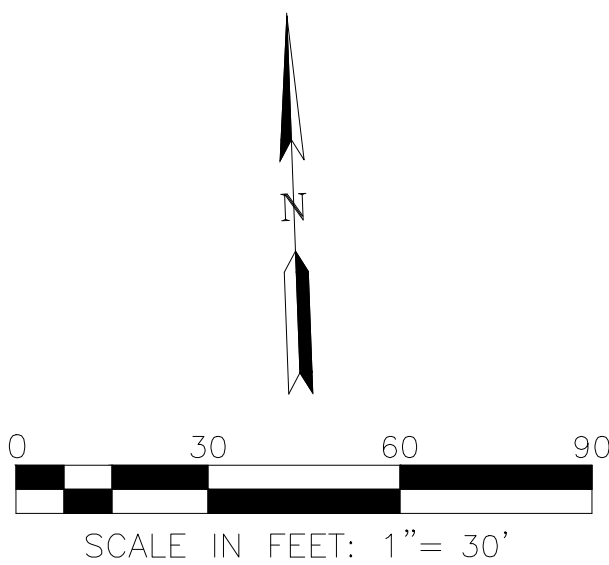
THE BEARING OF N88°00'00"E BETWEEN FOUND MONUMENTS ALONG THE SOUTH LINE OF LIGHT FIGHTER DRIVE, AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN VOLUME 30 OF SURVEY MAPS, AT PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS.

THE MONUMENTS ARE IDENTIFIED AS POINTS 74 AND 75 ON THE RECORD OF SURVEY FILED JANUARY 9, 1998 IN VOLUME 21 OF SURVEY MAPS, AT PAGE 83, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

GROUND SCALED COORDINATE VALUES:
POINT 74
N 2130933.05
E 5736868.73
POINT 75
N 2130984.49
E 5738341.68

LEGEND

- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
- EXISTING LOT LINE
- NEW LOT LINE
- FORMER LOT LINE
- MONUMENT LINE/CENTERLINE
- NEW EASEMENT LINE
- EXISTING EASEMENT LINE
- TIE LINE
- FOUND MONUMENT, AS NOTED
- SET BRASS DISK IN WELL, TAGGED PLS 8859
- FOUND
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- PUBLIC SERVICE EASEMENT
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- MONUMENT TO MONUMENT
- TOTAL DIMENSION
- RADIAL BEARING
- CALCULATED
- RECORD DATA IF DIFFERENT FROM MEASURED



TRACT _____, CAMPUS TOWN

IN THE CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

BEING A SUBDIVISION OF THE "22.52 ACRE PARCEL OF LAND" AND THE "2.835 ACRE PARCEL OF LAND" AS DESCRIBED IN THE DOCUMENT ENTITLED "QUITCLAIM DEED FOR THE LIGHT FIGHTER PARCEL SEASIDE, CALIFORNIA", RECORDED AUGUST 28, 2008 AS DOCUMENT NO. 2008057085, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THE 11.28 ACRE PARCEL OF LAND" AS DESCRIBED IN THE DOCUMENT ENTITLED "QUITCLAIM DEED FOR THE FIREHOUSE PARCEL SEASIDE, CALIFORNIA", RECORDED AUGUST 28, 2008 AS DOCUMENT NO. 2008057086, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; AND A PORTION OF LIGHT FIGHTER DRIVE AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN BOOK 30 OF SURVEY MAPS, PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

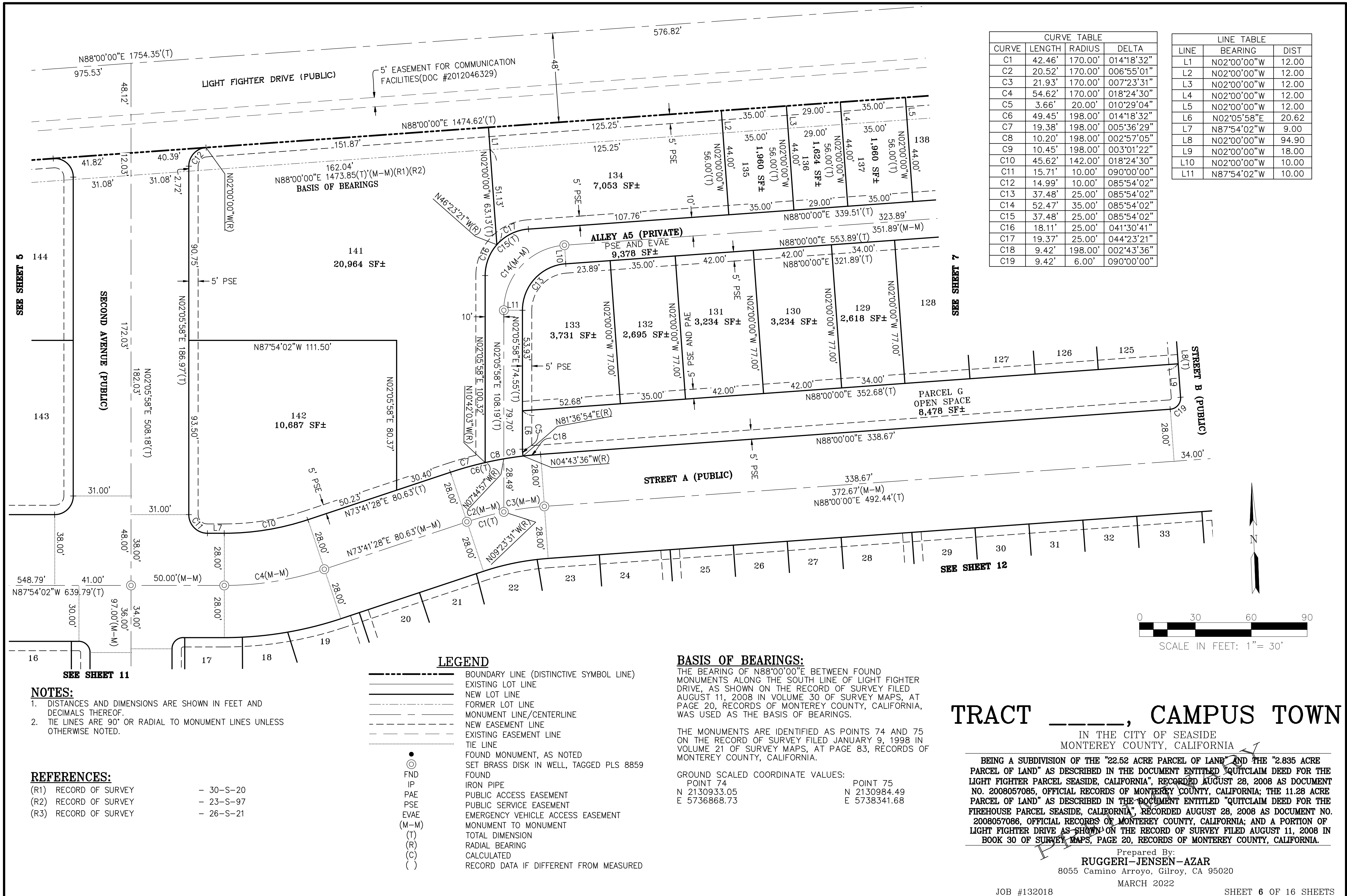
Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020

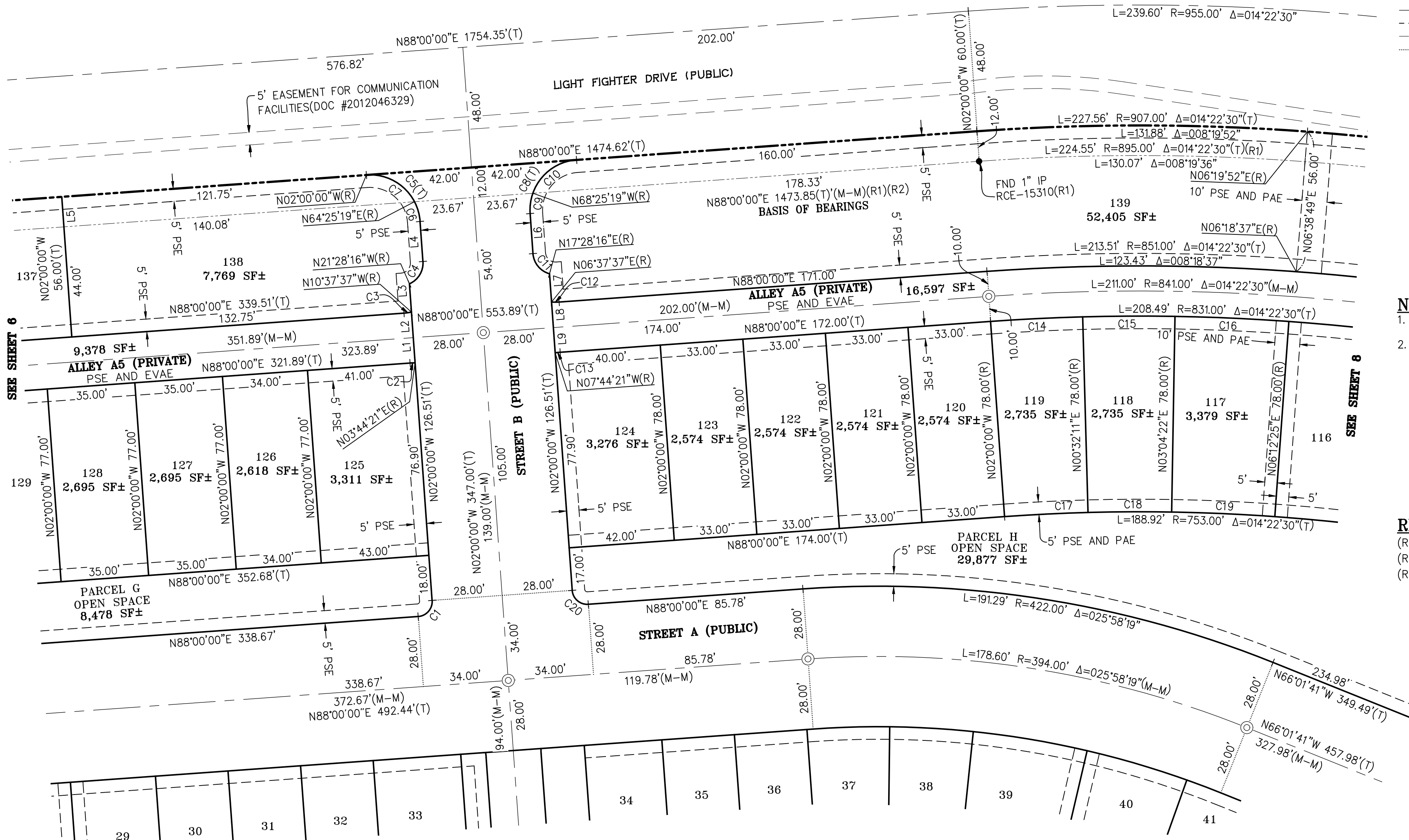
MARCH 2022

JOB #132018

SHEET 5 OF 16 SHEETS

4TH SUBMITTAL MARCH 2022





LEGEND

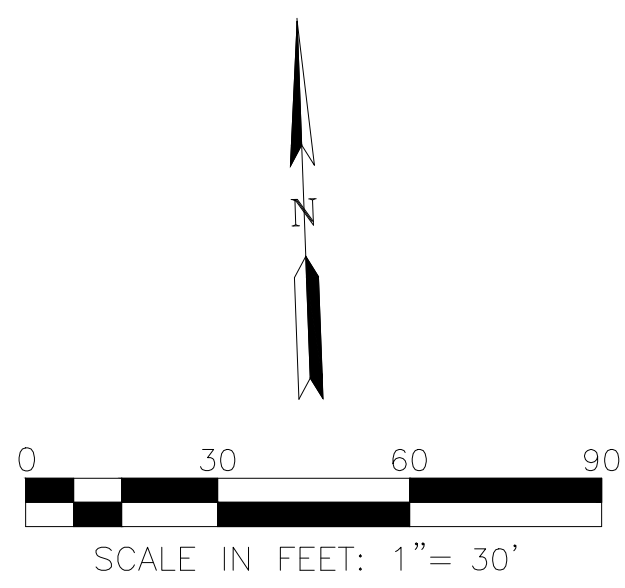
- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
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- NEW LOT LINE
- FORMER LOT LINE
- MONUMENT LINE/CENTERLINE
- NEW EASEMENT LINE
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- TIE LINE
- FOUND MONUMENT, AS NOTED
- ⊙ SET BRASS DISK IN WELL, TAGGED PLS 8859
- FOUND
- IRON PIPE
- PAE PUBLIC ACCESS EASEMENT
- PSE PUBLIC SERVICE EASEMENT
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- (M-M) MONUMENT TO MONUMENT
- (T) TOTAL DIMENSION
- (R) RADIAL BEARING
- (C) CALCULATED
- () RECORD DATA IF DIFFERENT FROM MEASURED

NOTES:

- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- TIE LINES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.

REFERENCES:

(R1) RECORD OF SURVEY	- 30-S-20
(R2) RECORD OF SURVEY	- 23-S-97
(R3) RECORD OF SURVEY	- 26-S-21



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	9.42'	6.00'	090°00'00"
C2	2.00'	20.00'	005°44'21"
C3	3.01'	20.00'	008°37'37"
C4	11.08'	9.00'	070°31'44"
C5	31.42'	20.00'	090°00'00"
C6	8.23'	20.00'	023°34'41"
C7	23.19'	20.00'	066°25'19"
C8	31.42'	20.00'	090°00'00"
C9	8.23'	20.00'	023°34'41"
C10	23.19'	20.00'	066°25'19"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C11	11.08'	9.00'	070°31'44"
C12	3.01'	20.00'	008°37'37"
C13	2.00'	20.00'	005°44'21"
C14	36.79'	831.00'	002°32'11"
C15	36.79'	831.00'	002°32'11"
C16	45.46'	831.00'	003°08'03"
C17	33.33'	753.00'	002°32'11"
C18	33.33'	753.00'	002°32'11"
C19	41.19'	753.00'	003°08'03"
C20	9.42'	6.00'	090°00'00"

LINE TABLE		
LINE	BEARING	DIST
L1	N02°00'00"W	10.10
L2	N02°00'00"W	10.23
L3	N02°00'00"W	11.29
L4	N02°00'00"W	16.00
L5	N02°00'00"W	12.00
L6	N02°00'00"W	16.00
L7	N02°00'00"W	11.29
L8	N02°00'00"W	10.23
L9	N02°00'00"W	10.10

BASIS OF BEARINGS:
THE BEARING OF N88°00'00"E BETWEEN FOUND MONUMENTS ALONG THE SOUTH LINE OF LIGHT FIGHTER DRIVE, AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN VOLUME 30 OF SURVEY MAPS, AT PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS.

THE MONUMENTS ARE IDENTIFIED AS POINTS 74 AND 75 ON THE RECORD OF SURVEY FILED JANUARY 9, 1998 IN VOLUME 21 OF SURVEY MAPS, AT PAGE 83, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

GROUND SCALED COORDINATE VALUES:
POINT 74
N 2130933.05
E 5736868.73
POINT 75
N 2130984.49
E 5738341.68

TRACT _____, CAMPUS TOWN

IN THE CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

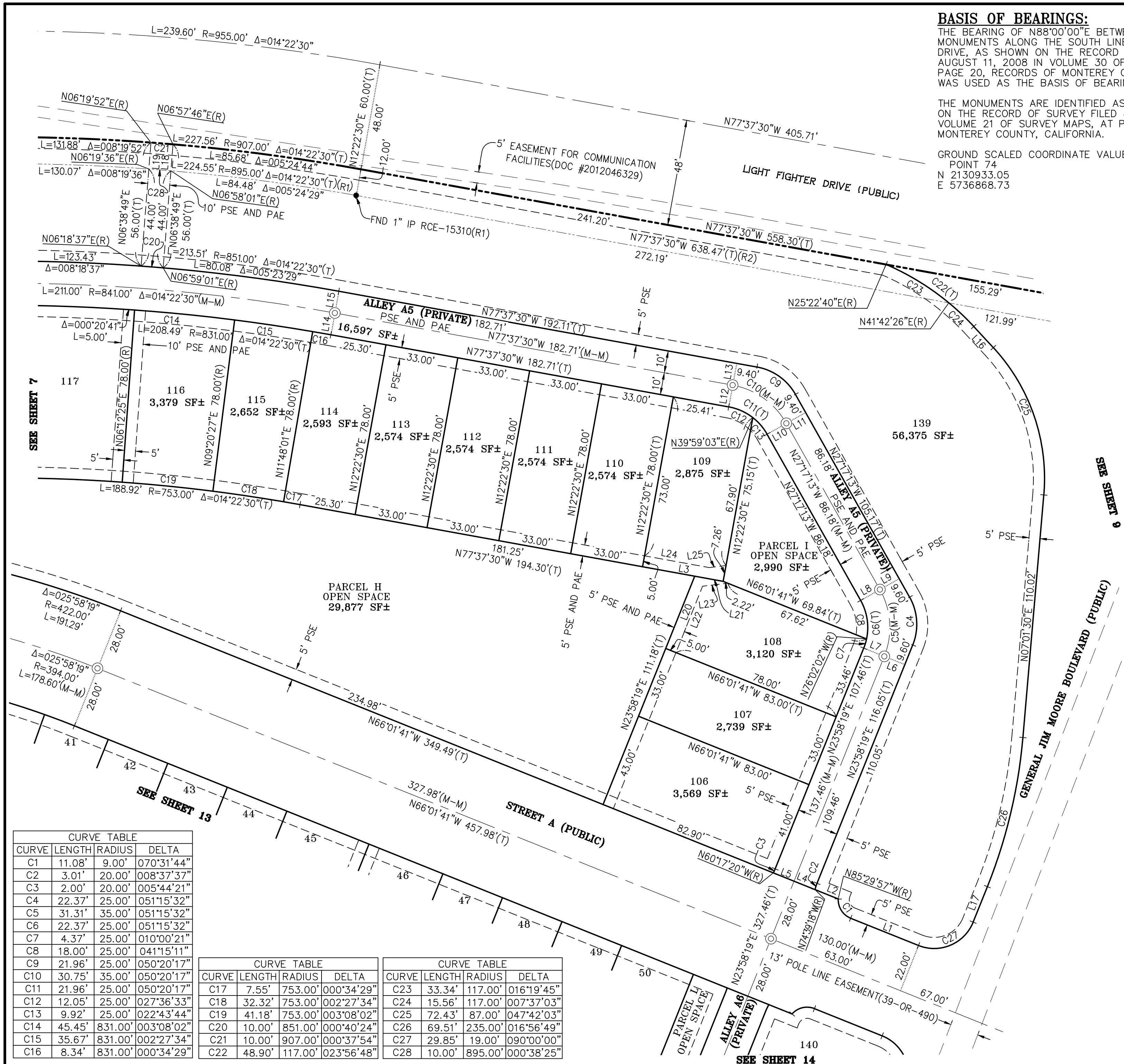
BEING A SUBDIVISION OF THE "22.52 ACRE PARCEL OF LAND" AND THE "2.835 ACRE PARCEL OF LAND" AS DESCRIBED IN THE DOCUMENT ENTITLED "QUITCLAIM DEED FOR THE LIGHT FIGHTER PARCEL SEASIDE, CALIFORNIA", RECORDED AUGUST 28, 2008 AS DOCUMENT NO. 2008057085, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THE 11.28 ACRE PARCEL OF LAND" AS DESCRIBED IN THE DOCUMENT ENTITLED "QUITCLAIM DEED FOR THE FIREHOUSE PARCEL SEASIDE, CALIFORNIA", RECORDED AUGUST 28, 2008 AS DOCUMENT NO. 2008057086, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; AND A PORTION OF LIGHT FIGHTER DRIVE AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN BOOK 30 OF SURVEY MAPS, PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
MARCH 2022

JOB #132018

SHEET 7 OF 16 SHEETS

4TH SUBMITTAL MARCH 2022



BASIS OF BEARINGS:

THE BEARING OF N88°00'00"E BETWEEN FOUND MONUMENTS ALONG THE SOUTH LINE OF LIGHT FIGHTER DRIVE, AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN VOLUME 30 OF SURVEY MAPS, AT PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS.

THE MONUMENTS ARE IDENTIFIED AS POINTS 74 AND 75 ON THE RECORD OF SURVEY FILED JANUARY 9, 1998 IN VOLUME 21 OF SURVEY MAPS, AT PAGE 83, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

GROUND SCALED COORDINATE VALUES:

POINT 74
N 2130933.05
E 5736868.73

POINT 75
N 2130984.49
E 5738341.68

LEGEND

- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
- EXISTING LOT LINE
- NEW LOT LINE
- FORMER LOT LINE
- MONUMENT LINE/CENTERLINE
- NEW EASEMENT LINE
- EXISTING EASEMENT LINE
- TIE LINE
- FOUND MONUMENT, AS NOTED
- SET BRASS DISK IN WELL, TAGGED PLS 8859
- FOUND
- IRON PIPE
- PUBLIC ACCESS EASEMENT
- PUBLIC SERVICE EASEMENT
- EMERGENCY VEHICLE ACCESS EASEMENT
- MONUMENT TO MONUMENT
- TOTAL DIMENSION
- RADIAL BEARING
- CALCULATED
- RECORD DATA IF DIFFERENT FROM MEASURED

NOTES:

- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- TIE LINES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.

REFERENCES:

- (R1) RECORD OF SURVEY - 30-S-20
- (R2) RECORD OF SURVEY - 23-S-97
- (R3) RECORD OF SURVEY - 26-S-21

LINE TABLE		
LINE	BEARING	DIST
L1	N66°01'41"W	33.00
L2	N66°01'41"W	11.29
L3	N77°37'30"W	37.00
L4	N66°01'41"W	10.23
L5	N66°01'41"W	10.10
L6	N66°01'41"W	10.00
L7	N66°01'41"W	10.00
L8	N62°42'47"E	10.00
L9	N62°42'47"E	10.00
L10	N62°42'47"E	10.00
L11	N62°42'47"E	10.00
L12	N12°22'30"E	10.00
L13	N12°22'30"E	10.00
L14	N12°22'30"E	10.00
L15	N12°22'30"E	10.00
L16	N40°40'32"W	13.01
L17	N23°58'19"E	17.28
L18	N06°38'49"E	12.00
L19	N06°38'49"E	12.00
L20	N23°58'19"E	35.18
L21	N77°37'30"W	13.05
L22	N23°58'19"E	32.29
L23	N85°06'31"E	11.42
L24	N77°37'30"W	29.74
L25	N85°06'31"E	7.60

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	11.08'	9.00'	070°31'44"
C2	3.01'	20.00'	008°37'37"
C3	2.00'	20.00'	005°44'21"
C4	22.37'	25.00'	051°15'32"
C5	31.31'	35.00'	051°15'32"
C6	22.37'	25.00'	051°15'32"
C7	4.37'	25.00'	010°00'21"
C8	18.00'	25.00'	041°15'11"
C9	21.96'	25.00'	050°20'17"
C10	30.75'	35.00'	050°20'17"
C11	21.96'	25.00'	050°20'17"
C12	12.05'	25.00'	027°36'33"
C13	9.92'	25.00'	022°43'44"
C14	45.45'	831.00'	003°08'02"
C15	35.67'	831.00'	002°27'34"
C16	8.34'	831.00'	000°34'29"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C17	7.55'	753.00'	000°34'29"
C18	32.32'	753.00'	002°27'34"
C19	41.18'	753.00'	003°08'02"
C20	10.00'	851.00'	000°40'24"
C21	10.00'	907.00'	000°37'54"
C22	48.90'	117.00'	023°56'48"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C23	33.34'	117.00'	016°19'45"
C24	15.56'	117.00'	007°37'03"
C25	72.43'	87.00'	047°42'03"
C26	69.51'	235.00'	016°56'49"
C27	29.85'	19.00'	090°00'00"
C28	10.00'	895.00'	000°38'25"

TRACT _____, CAMPUS TOWN

IN THE CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

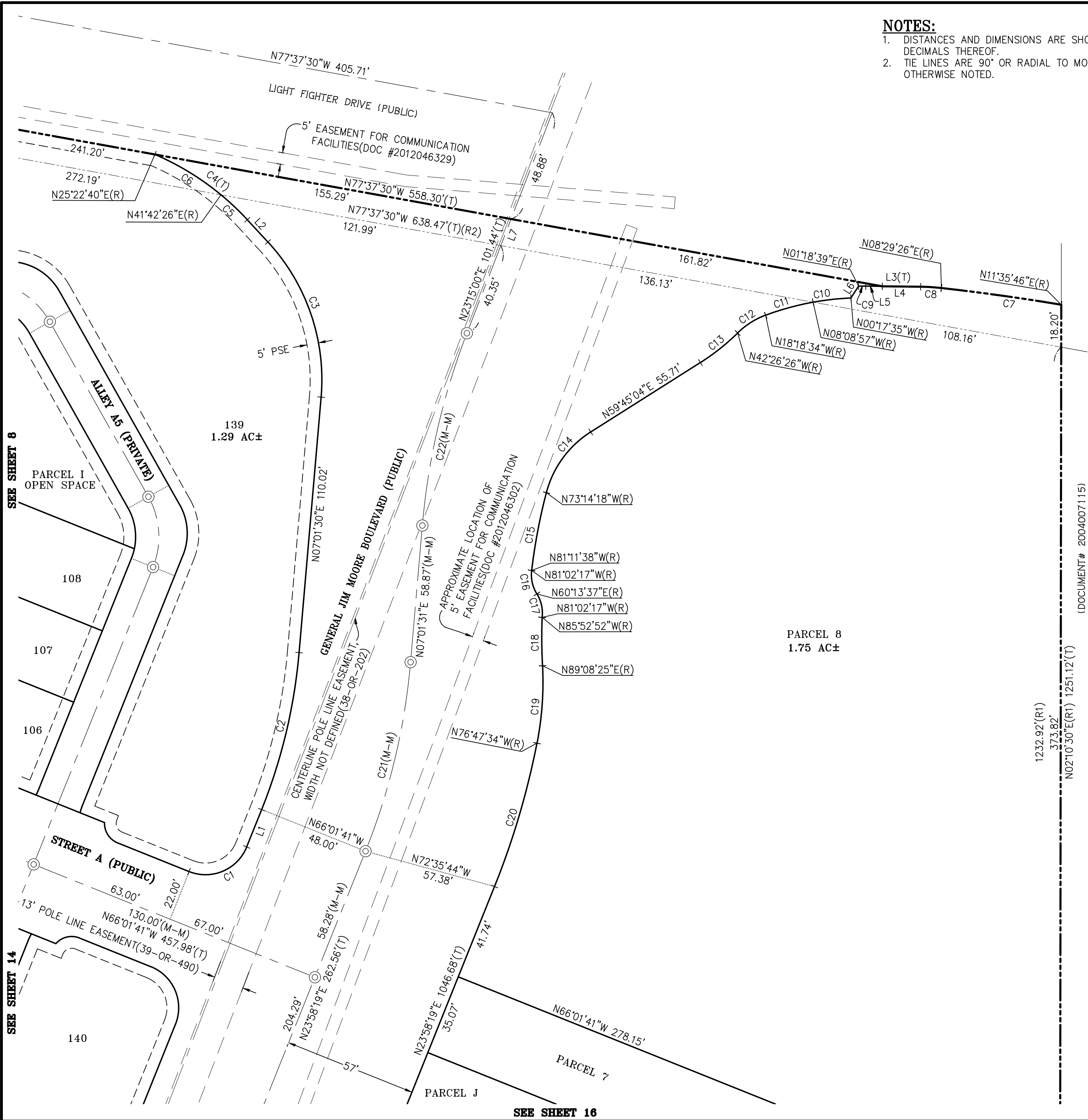
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Prepared By:
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MARCH 2022

JOB #132018

SHEET 8 OF 16 SHEETS

4TH SUBMITTAL MARCH 2022



NOTES:

- 1. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- 2. TIE LINES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.

LEGEND

-----	BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
=====	EXISTING LOT LINE
=====	NEW LOT LINE
-----	FORMER LOT LINE
-----	MONUMENT LINE/CENTERLINE
-----	NEW EASEMENT LINE
-----	EXISTING EASEMENT LINE
-----	TIE LINE
●	FOUND MONUMENT, AS NOTED
⊙	SET BRASS DISK IN WELL, TAGGED PLS 8859
FND	FOUND
IP	IRON PIPE
PAE	PUBLIC ACCESS EASEMENT
PSE	PUBLIC SERVICE EASEMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
(M-M)	MONUMENT TO MONUMENT
(T)	TOTAL DIMENSION
(R)	RADIAL BEARING
(C)	CALCULATED
()	RECORD DATA IF DIFFERENT FROM MEASURED

BASIS OF BEARINGS:

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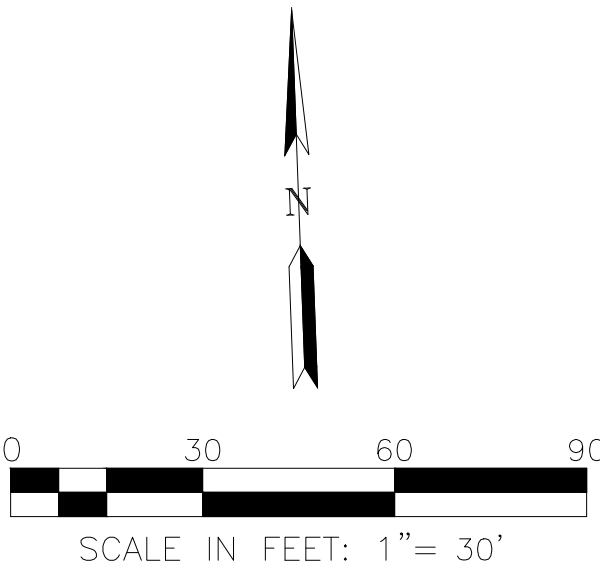
GROUND SCALED COORDINATE VALUES:
POINT 74
N 2130933.05
E 5736868.73
POINT 75
N 2130984.49
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REFERENCES:

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- (R2) RECORD OF SURVEY - 23-S-97
- (R3) RECORD OF SURVEY - 26-S-21

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	29.85'	19.00'	090°00'00"
C2	69.51'	235.00'	016°56'49"
C3	72.43'	87.00'	047°42'03"
C4	48.90'	117.00'	023°56'48"
C5	15.56'	117.00'	007°37'03"
C6	33.34'	117.00'	016°19'45"
C7	51.92'	958.00'	003°06'20"
C8	8.92'	89.00'	005°44'24"
C9	3.12'	124.24'	001°26'23"
C10	16.35'	119.24'	007°51'22"
C11	21.14'	119.24'	010°09'37"
C12	14.32'	34.00'	024°07'52"
C13	20.43'	96.00'	012°11'30"
C14	33.01'	44.00'	042°59'22"
C15	33.98'	244.75'	007°57'20"
C16	10.53'	15.57'	038°44'06"
C17	10.53'	15.57'	038°44'06"
C18	20.75'	238.75'	004°58'43"
C19	33.39'	136.00'	014°04'01"
C20	64.26'	342.01'	010°45'53"
C21	83.70'	283.00'	016°56'48"
C22	84.95'	300.00'	016°13'29"

LINE TABLE		
LINE	BEARING	DIST
L1	N23°58'19"E	17.28
L2	N40°40'32"W	13.01
L3	N87°14'58"W	23.51
L4	N87°14'58"W	16.46
L5	N87°14'58"W	7.06
L6	N34°47'13"E	6.05
L7	N23°15'00"E	12.22



TRACT _____, CAMPUS TOWN

IN THE CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

BEING A SUBDIVISION OF THE "22.52 ACRE PARCEL OF LAND" AND THE "2.835 ACRE PARCEL OF LAND" AS DESCRIBED IN THE DOCUMENT ENTITLED "QUITCLAIM DEED FOR THE LIGHT FIGHTER PARCEL SEASIDE, CALIFORNIA", RECORDED AUGUST 28, 2008 AS DOCUMENT NO. 2008057085, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THE 11.28 ACRE PARCEL OF LAND" AS DESCRIBED IN THE DOCUMENT ENTITLED "QUITCLAIM DEED FOR THE FIREHOUSE PARCEL SEASIDE, CALIFORNIA", RECORDED AUGUST 28, 2008 AS DOCUMENT NO. 2008057086, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; AND A PORTION OF LIGHT FIGHTER DRIVE AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN BOOK 30 OF SURVEY MAPS, PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

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MARCH 2022

JOB #132018

SHEET 9 OF 16 SHEETS

4TH SUBMITTAL MARCH 2022

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	24.90'	431.00'	003°18'37"
C2	20.68'	20.00'	059°15'15"
C3	15.71'	10.00'	090°00'00"
C4	10.92'	20.00'	031°17'28"
C5	2.59'	20.00'	007°24'48"
C6	8.33'	20.00'	023°52'40"
C7	22.01'	357.00'	003°31'59"
C8	19.13'	357.00'	003°04'11"
C9	47.66'	200.00'	013°39'09"
C10	6.16'	200.00'	001°45'57"
C11	41.49'	200.00'	011°53'12"
C12	30.06'	421.00'	004°05'29"
C13	41.19'	421.00'	005°36'20"
C14	54.80'	230.00'	013°39'09"
C15	5.10'	230.00'	001°16'11"
C16	10.07'	230.00'	002°30'27"
C17	35.32'	230.00'	008°47'56"
C18	4.32'	230.00'	001°04'35"
C19	34.94'	431.00'	004°38'41"
C20	39.17'	20.00'	112°13'19"
C21	15.71'	10.00'	090°00'00"
C22	15.71'	10.00'	090°00'00"
C23	15.71'	10.00'	090°00'00"
C24	15.71'	10.00'	090°00'00"
C25	15.71'	10.00'	090°00'00"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C26	15.71'	10.00'	090°00'00"
C27	15.71'	10.00'	090°00'00"
C28	5.24'	15.00'	020°00'48"
C29	5.00'	411.00'	000°41'49"
C30	5.00'	406.00'	000°42'20"
C31	5.46'	357.00'	000°52'37"
C32	10.00'	357.00'	001°36'18"
C33	13.08'	357.00'	002°06'00"
C34	18.19'	436.00'	002°23'25"

LINE TABLE		
LINE	BEARING	DIST
L1	N53°50'40"W	28.96
L2	N87°54'02"W	8.51
L3	N02°05'58"E	5.00
L4	N53°50'40"W	20.00
L5	N53°50'40"W	10.00
L6	N53°50'40"W	10.00
L7	N36°09'20"E	10.45
L8	N74°14'53"W	5.09

LINE TABLE		
LINE	BEARING	DIST
L9	N02°05'58"E	10.00
L10	N87°54'02"W	22.00
L11	N87°54'02"W	46.96
L12	N87°54'02"W	25.96
L13	N87°54'02"W	21.00
L14	N02°05'58"E	10.00
L15	N02°05'58"E	20.00
L16	N87°54'02"W	11.00

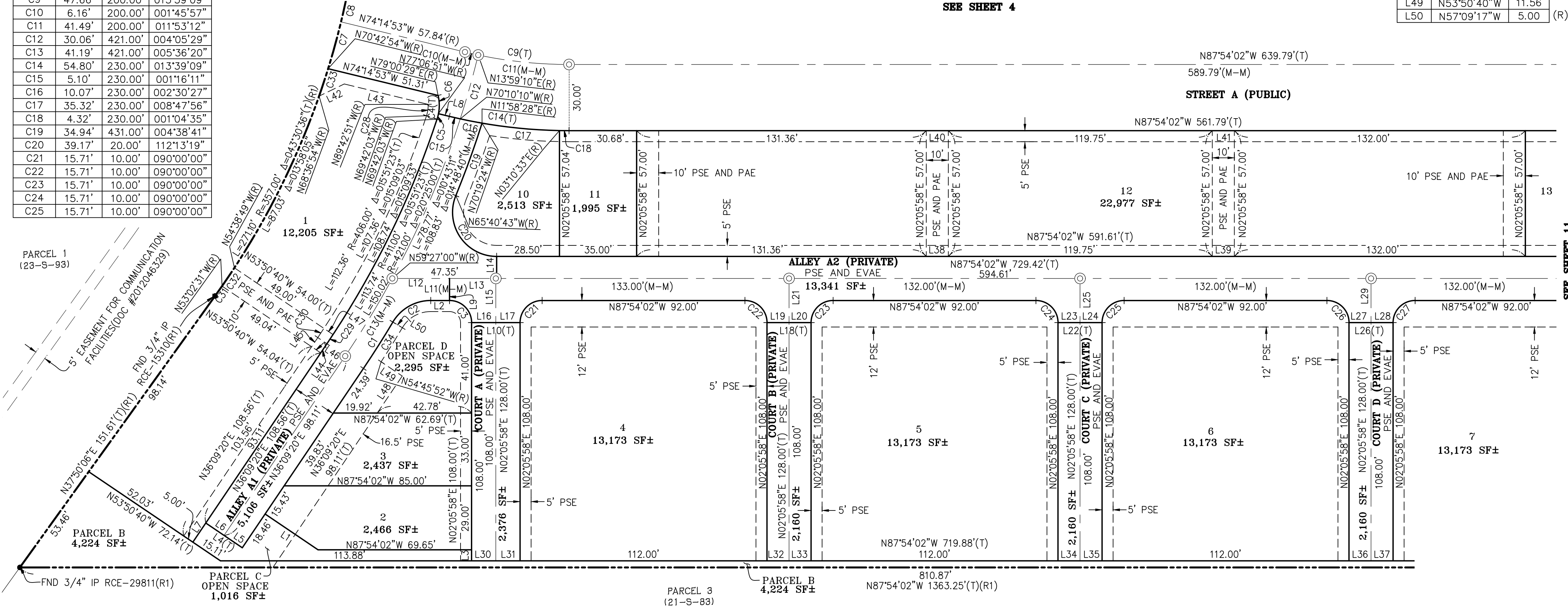
LINE TABLE		
LINE	BEARING	DIST
L17	N87°54'02"W	11.00
L18	N87°54'02"W	20.00
L19	N87°54'02"W	10.00
L20	N87°54'02"W	10.00
L21	N02°05'58"E	20.00
L22	N87°54'02"W	20.00
L23	N87°54'02"W	10.00
L24	N87°54'02"W	10.00

LINE TABLE		
LINE	BEARING	DIST
L25	N02°05'58"E	20.00
L26	N87°54'02"W	20.00
L27	N87°54'02"W	10.00
L28	N87°54'02"W	10.00
L29	N02°05'58"E	20.00
L30	N87°54'02"W	11.00
L31	N87°54'02"W	11.00
L32	N87°54'02"W	10.00

LINE TABLE		
LINE	BEARING	DIST
L33	N87°54'02"W	10.00
L34	N87°54'02"W	10.00
L35	N87°54'02"W	10.00
L36	N87°54'02"W	10.00
L37	N87°54'02"W	10.00
L38	N87°54'02"W	10.00
L39	N87°54'02"W	10.00
L40	N87°54'02"W	10.00

LINE TABLE		
LINE	BEARING	DIST
L41	N87°54'02"W	10.00
L42	N66°21'29"E	12.67
L43	N74°14'53"W	39.16
L44	N36°09'20"E	5.00
L45	N36°09'20"E	5.00
L46	N53°50'40"W	5.00
L47	N53°50'40"W	5.00
L48	N36°09'20"E	20.23
L49	N53°50'40"W	11.56
L50	N57°09'17"W	5.00

SEE SHEET 4



SEE SHEET 11

LEGEND

- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
- EXISTING LOT LINE
- NEW LOT LINE
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GROUND SCALED COORDINATE VALUES:

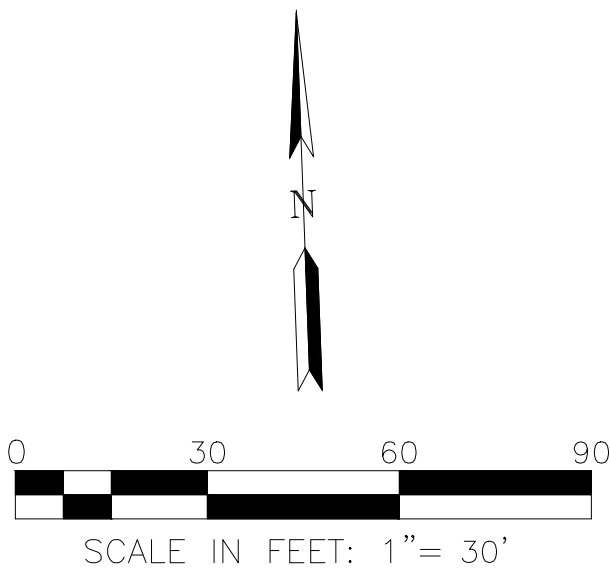
POINT 74	POINT 75
N 2130933.05	N 2130984.49
E 5736868.73	E 5738341.68

REFERENCES:

- (R1) RECORD OF SURVEY - 30-S-20
- (R2) RECORD OF SURVEY - 23-S-97
- (R3) RECORD OF SURVEY - 26-S-21

NOTES:

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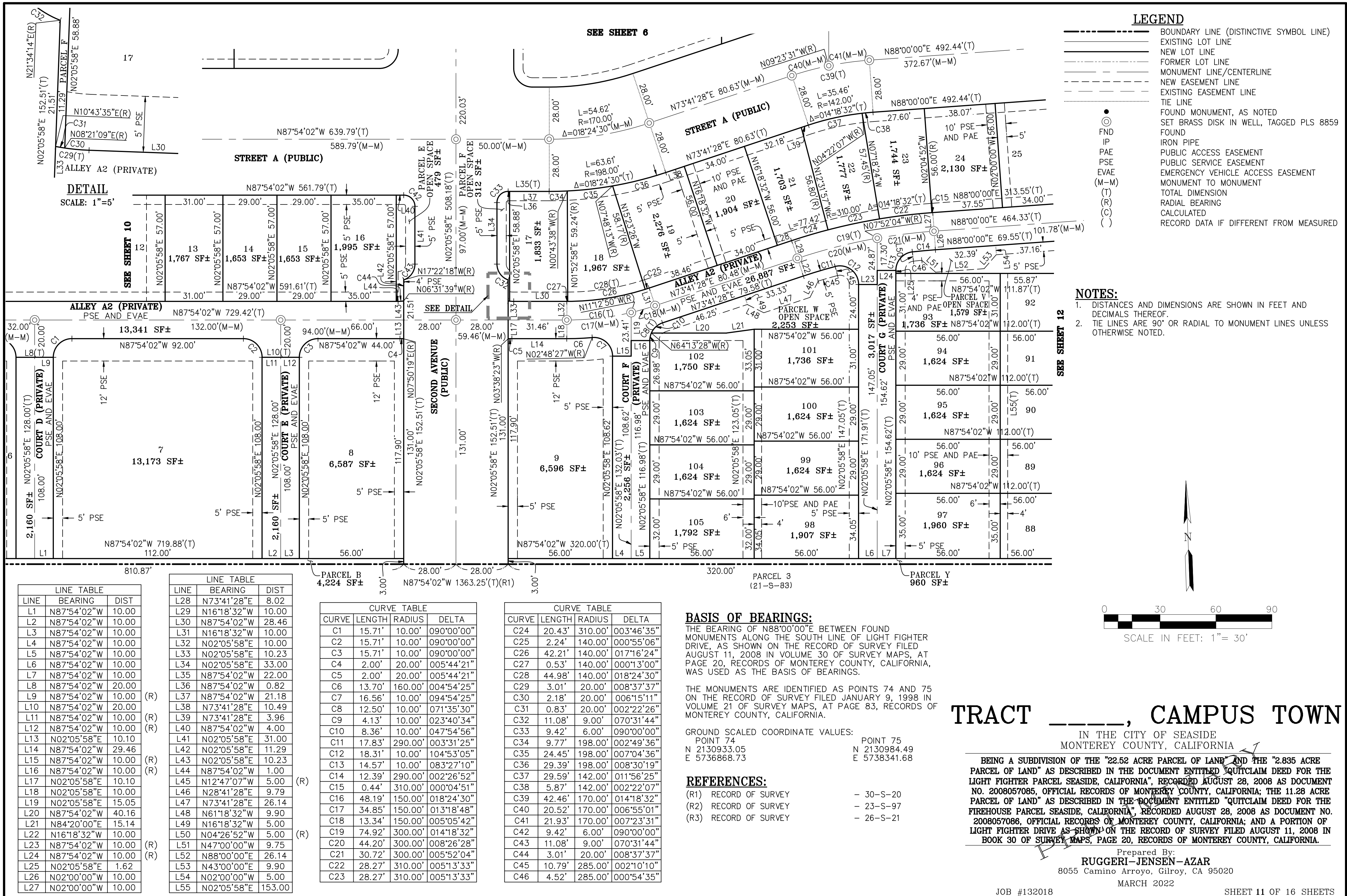
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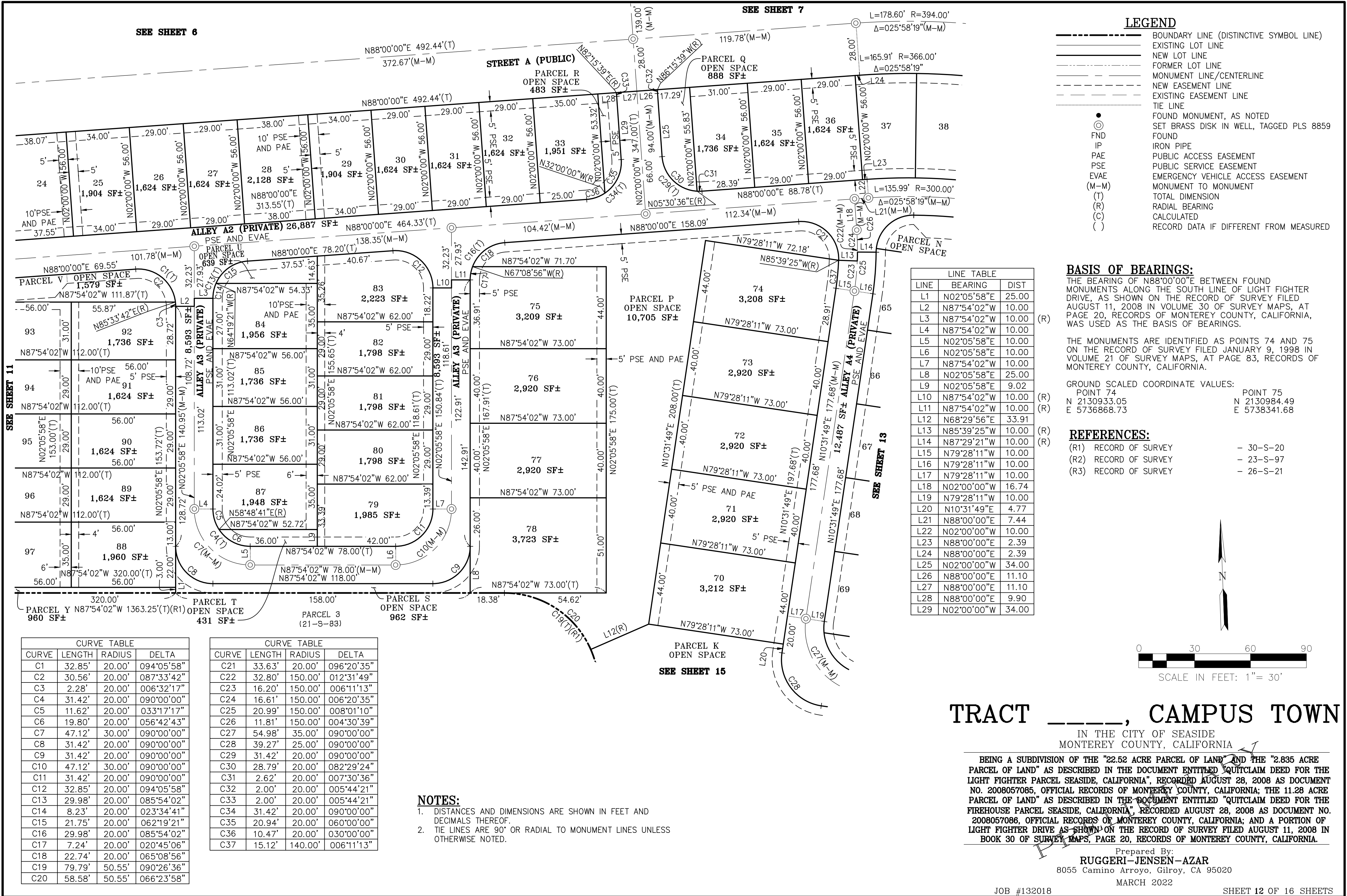
MARCH 2022

JOB #132018

SHEET 10 OF 16 SHEETS

4TH SUBMITTAL MARCH 2022





REFERENCES:

- (R1)

RECORD OF SURVEY

— 30—S—20
- (R2)

RECORD OF SURVEY

— 23—S—97
- (R3)

RECORD OF SURVEY

— 26—S—21

NOTES:

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LEGEND

- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
- =====

EXISTING LOT LINE
- =====

NEW LOT LINE
- FORMER LOT LINE
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- ⊙

SET BRASS DISK IN WELL, TAGGED PLS 8859
- FOUND
- IP

IRON PIPE
- PAE

PUBLIC ACCESS EASEMENT
- PSE

PUBLIC SERVICE EASEMENT
- EVAE

EMERGENCY VEHICLE ACCESS EASEMENT
- (M-M)

MONUMENT TO MONUMENT
- (T)

TOTAL DIMENSION
- (R)

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- (C)

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GROUND SCALED COORDINATE VALUES:

POINT 74

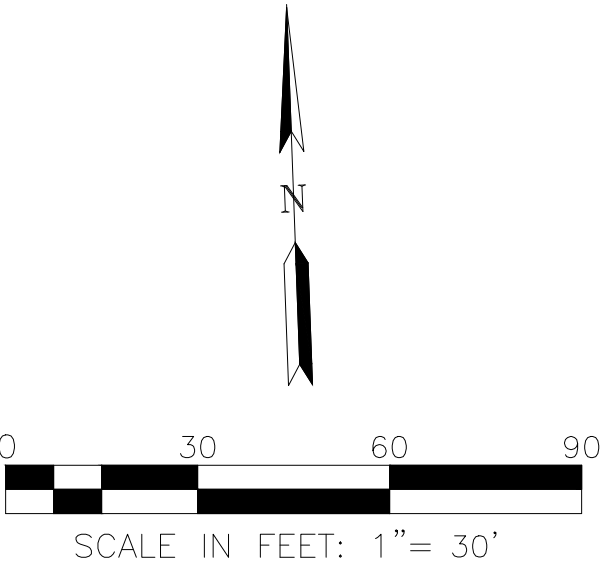
N 2130933.05

E 5736868.73

POINT 75

N 2130984.49

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MARCH 2022

JOB #132018

SHEET 14 OF 16 SHEETS

4TH SUBMITTAL MARCH 2022

LEGEND

- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
--- EXISTING LOT LINE
--- NEW LOT LINE
--- FORMER LOT LINE
--- MONUMENT LINE/CENTERLINE
--- NEW EASEMENT LINE
--- EXISTING EASEMENT LINE
--- TIE LINE
- FOUND MONUMENT, AS NOTED
⊙ SET BRASS DISK IN WELL, TAGGED PLS 8859
○ FOUND
IP IRON PIPE
PAE PUBLIC ACCESS EASEMENT
PSE PUBLIC SERVICE EASEMENT
EVAE EMERGENCY VEHICLE ACCESS EASEMENT
(M-M) MONUMENT TO MONUMENT
(T) TOTAL DIMENSION
(R) RADIAL BEARING
(C) CALCULATED
() RECORD DATA IF DIFFERENT FROM MEASURED

BASIS OF BEARINGS:

THE BEARING OF N88°00'00"E BETWEEN FOUND MONUMENTS ALONG THE SOUTH LINE OF LIGHT FIGHTER DRIVE, AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN VOLUME 30 OF SURVEY MAPS, AT PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS.

THE MONUMENTS ARE IDENTIFIED AS POINTS 74 AND 75 ON THE RECORD OF SURVEY FILED JANUARY 9, 1998 IN VOLUME 21 OF SURVEY MAPS, AT PAGE 83, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

GROUND SCALED COORDINATE VALUES:

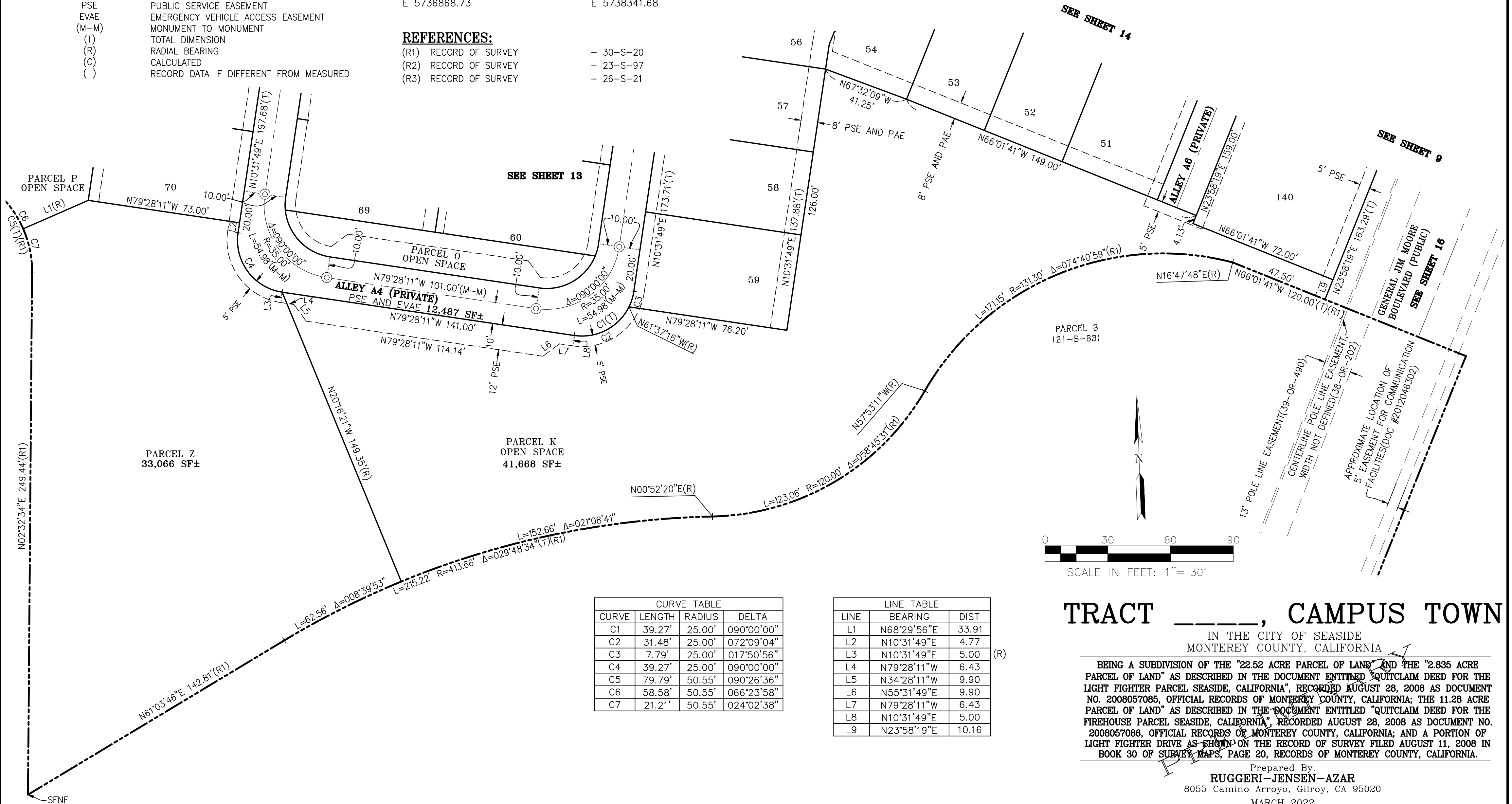
POINT 74 POINT 75
N 2130933.05 N 2130984.49
E 5736868.73 E 5738341.68

REFERENCES:

(R1) RECORD OF SURVEY - 30-S-20
(R2) RECORD OF SURVEY - 23-S-97
(R3) RECORD OF SURVEY - 26-S-21

NOTES:

- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- TIE LINES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.



TRACT _____, CAMPUS TOWN

IN THE CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

BEING A SUBDIVISION OF THE "22.52 ACRE PARCEL OF LAND" AND THE "2.835 ACRE PARCEL OF LAND" AS DESCRIBED IN THE DOCUMENT ENTITLED "QUITCLAIM DEED FOR THE LIGHT FIGHTER PARCEL SEASIDE, CALIFORNIA", RECORDED AUGUST 28, 2008 AS DOCUMENT NO. 2008057085, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THE 11.28 ACRE PARCEL OF LAND" AS DESCRIBED IN THE DOCUMENT ENTITLED "QUITCLAIM DEED FOR THE FIREHOUSE PARCEL SEASIDE, CALIFORNIA", RECORDED AUGUST 28, 2008 AS DOCUMENT NO. 2008057086, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; AND A PORTION OF LIGHT FIGHTER DRIVE AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN BOOK 30 OF SURVEY MAPS, PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

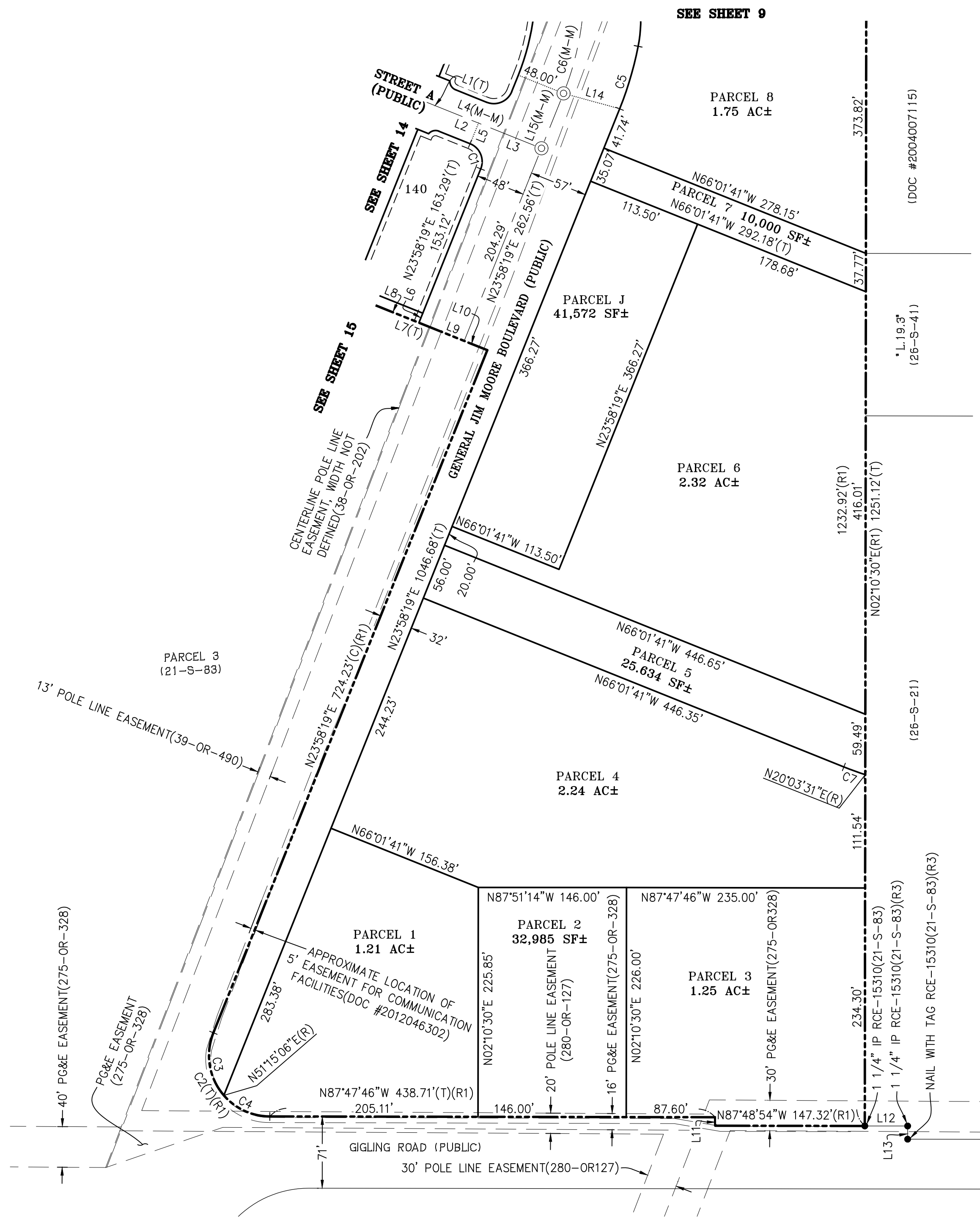
Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020

MARCH 2022

JOB #132018

SHEET 15 OF 16 SHEETS

4TH SUBMITTAL MARCH 2022



BASIS OF BEARINGS:

THE BEARING OF N88°00'00"E BETWEEN FOUND MONUMENTS ALONG THE SOUTH LINE OF LIGHT FIGHTER DRIVE, AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN VOLUME 30 OF SURVEY MAPS, AT PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS.

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LEGEND

-----	BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
=====	EXISTING LOT LINE
=====	NEW LOT LINE
-----	FORMER LOT LINE
-----	MONUMENT LINE/CENTERLINE
-----	NEW EASEMENT LINE
-----	EXISTING EASEMENT LINE
-----	TIE LINE
●	FOUND MONUMENT, AS NOTED
⊙	SET BRASS DISK IN WELL, TAGGED PLS 8859
IP	FOUND
PAE	IRON PIPE
PSE	PUBLIC ACCESS EASEMENT
EVAE	PUBLIC SERVICE EASEMENT
(M-M)	EMERGENCY VEHICLE ACCESS EASEMENT
(T)	MONUMENT TO MONUMENT
(R)	TOTAL DIMENSION
(C)	RADIAL BEARING
()	CALCULATED
()	RECORD DATA IF DIFFERENT FROM MEASURED

GROUND SCALED COORDINATE VALUES:

POINT 74	POINT 75
N 2130933.05	N 2130984.49
E 5736868.73	E 5738341.68

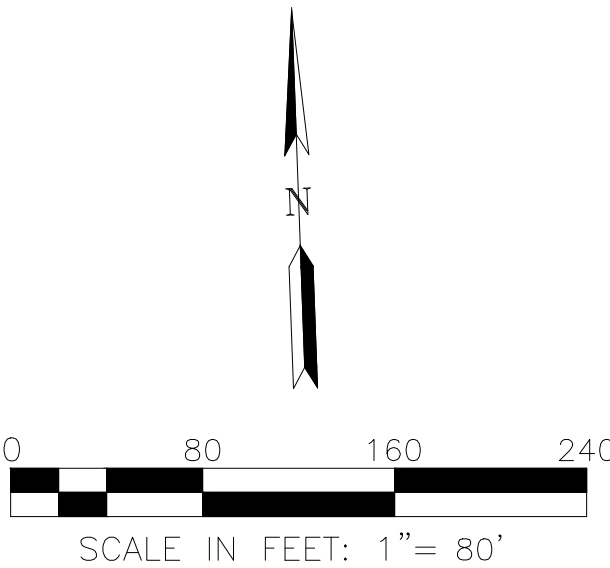
REFERENCES:

(R1)	RECORD OF SURVEY	- 30-S-20
(R2)	RECORD OF SURVEY	- 23-S-97
(R3)	RECORD OF SURVEY	- 26-S-21

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	29.85'	19.00'	090°00'00"
C2	117.04'	60.00'	111°46'04"
C3	65.68'	60.00'	062°43'13"
C4	51.36'	60.00'	049°02'52"
C5	64.26'	342.01'	010°45'53"
C6	83.70'	283.00'	016°56'48"
C7	22.40'	328.00'	003°54'48"

LINE TABLE		
LINE	BEARING	DIST
L1	N66°01'41"W	457.98
L2	N66°01'41"W	63.00
L3	N66°01'41"W	67.00
L4	N66°01'41"W	130.00
L5	N23°58'19"E	22.00
L6	N23°58'19"E	10.16
L7	N66°01'41"W	120.00
L8	N66°01'41"W	47.50
L9	N66°01'41"W	48.00
L10	N66°01'41"W	24.50
L11	N01°36'08"E	8.35
L12	N87°49'30"W	42.20
L13	N02°10'30"E	13.00
L14	N72°35'44"W	57.38
L15	N23°58'19"E	58.28

- NOTES:**
- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
 - TIE LINES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.



TRACT _____, CAMPUS TOWN

IN THE CITY OF SEASIDE
MONTEREY COUNTY, CALIFORNIA

BEING A SUBDIVISION OF THE "22.52 ACRE PARCEL OF LAND" AND THE "2.835 ACRE PARCEL OF LAND" AS DESCRIBED IN THE DOCUMENT ENTITLED "QUITCLAIM DEED FOR THE LIGHT FIGHTER PARCEL SEASIDE, CALIFORNIA", RECORDED AUGUST 28, 2008 AS DOCUMENT NO. 2008057085, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THE 11.28 ACRE PARCEL OF LAND" AS DESCRIBED IN THE DOCUMENT ENTITLED "QUITCLAIM DEED FOR THE FIREHOUSE PARCEL SEASIDE, CALIFORNIA", RECORDED AUGUST 28, 2008 AS DOCUMENT NO. 2008057086, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; AND A PORTION OF LIGHT FIGHTER DRIVE AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 11, 2008 IN BOOK 30 OF SURVEY MAPS, PAGE 20, RECORDS OF MONTEREY COUNTY, CALIFORNIA.

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
MARCH 2022

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CITY OF SEASIDE

DRAFT SUBDIVISION IMPROVEMENT AGREEMENT

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

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

CAMPUS TOWN, **RECORDED ON** _____

NAME OR TRACT NUMBER OR SUBDIVISION:

Campus Town Specific Plan Phase 1A

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

KB Bakewell Seaside Venture II
5000 Executive Parkway, Suite 125
San Ramon, CA 94538

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

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

IMPROVEMENTS: See Schedule A

ESTIMATED TOTAL COSTS: **PHASE 1A** **\$XXXX**

ESTIMATED MONUMENTATION COST: **\$XXXX**

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

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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_____.

* * * * *

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4.	Time Extensions
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6.	Reduction or Release of Improvement Security
7.	Indemnification of City by Subdivider
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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. History: The Project site has an east-west linear shape located on former Fort Ord land, situated at the northern end of Seaside approximately one-mile east of Monterey Bay and 2,600 feet east of the Fort Ord Dunes State Park. Phase IA is a portion of Campus Town Specific Plan Final Map Phase I, which is bounded by Lightfighter Drive to the north, Army property to the south, General Jim Moore to the east and 1st Avenue to the west, as more particularly described in Exhibit A, attached hereto, and incorporated herein by this reference (the "Property").

B. 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").

C. A vesting 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.

D. 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.

E. 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.

F. 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

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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,

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"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

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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.

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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.

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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)

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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

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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.

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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

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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. 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

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00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than one million dollars (\$2,000,000) per occurrence for all coverages and two million dollars (\$4,000,000) 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

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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

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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

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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.

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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

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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

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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

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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.

KB to complete

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.

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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

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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 of authorized officer)
		_____ (Title of authorized officer)
		Date: _____

- Signatures continue on next page -

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

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[This page for acknowledgements]

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FINAL TRACT MAP NO. _____
PHASE NO. _____

Schedule A

<u>Categories of Improvements</u>	Estimated Total Cost	Amount of Performance Security	Amount of Payment Security
STREET IMPROVEMENTS			
WATER AND SEWER IMPROVEMENTS			
SEWER SYSTEM			
STORM DRAINAGE IMPROVEMENTS			
JOINT TRENCH DRY UTILITES			
EROSION CONTROL, LANDSACPING, PLANTING AND IRRIGATION			
GRADING			
TOTALS			
MISCELANEOUS			
MONUMENTATION			

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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

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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: _____

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"SURETY"

(Type name of Surety)

(Street Address)

(City) (State) (Zip)

By: _____
(Signature of authorized officer)

(Title of officer)

Date: _____

APPROVED:

City Attorney

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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

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(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: _____

DRAFT

"SURETY"

(Type name of Surety)

(Street Address)

(City) (State) (Zip)

By: _____
(Signature of authorized officer)

(Title of officer)

Date: _____

APPROVED:

City Attorney

DRAFT

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,

DRAFT

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: _____

DRAFT

"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.I.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: May 5, 2022

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT WITH HARRIS &
ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$11,750.00**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute Amendment no. 2 to a professional services agreement for an amount not to exceed \$11,750.00 with Harris & Associates to perform project management of the evaluation of mitigation requirements from the Fort Ord Habitat Management Plan for the Eucalyptus Road Infiltration Repair project.

BACKGROUND

In September 2009, the Fort Ord Reuse Authority (FORA) filed a notice of completion for construction of Eucalyptus Road Phase 1 (the Project). In August 2014, the City informed FORA that portions of the road drainage system had failed and the City would not accept responsibility for operation and maintenance of the road. In summer 2018, FORA retained Harris & Associates (Consultant) to design repairs to the failing drainage features, and in cooperation with City staff, design of the Project was substantially completed by November 2019. With the June 30, 2020, sunset of FORA imminent, it was determined there was not enough time to bid, award, and construct the Project before the sunset deadline. A Memorandum of Agreement was executed between FORA and the City on June 19, 2020, which provided funds to the City in exchange for assuming responsibility for implementing repairs.

On May 17, 2018, the City adopted Resolution No. 18-39 approving an on-call consultant list for engineering services that includes Harris & Associates. Due to their initial work with FORA on the Project, staff requested a proposal from the Consultant to provide support during the bid process and engineering services during construction.

On November 5, 2020, the City Council authorized a professional services agreement (Agreement) in the amount of \$33,470.00 with the Consultant to provide engineering and design support services for the Project.

A CEQA Class 2 Categorical Exemption has been filed for the Project. Since the filing of the CEQA Exemption, staff has learned of potential Fort Ord Habitat Management Plan (HMP) requirements that may be applicable. Staff requested the Consultant provide a proposal to evaluate the Fort Ord HMP requirements. The proposal includes evaluating rare plants and species that may be impacted by the Project and outlining mitigation measures as appropriate.

On December 16, 2021, the City Council approved an amendment to the Agreement with Harris & Associates for an amount not to exceed \$4,650.00 to evaluate mitigation requirements in accordance with the Habitat Management Plan for the Project.

Harris & Associates provided a proposal to manage the development of the soil management plan, review of the Habitat Management Plan to confirm stockpile locations shown on the Soil Management Plan do not impact native species, and provide additional support during the bidding period for an amount not to exceed \$11,750.00. Staff finds the scope and fee of the proposal acceptable.

FISCAL IMPACT

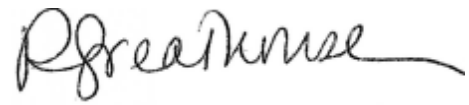
In June 2020, the City of Seaside and the Fort Ord Reuse Authority entered into an agreement regarding funding for repair of storm water infiltration units along Eucalyptus Road. Per the terms of the agreement, FORA provided \$1,120,000.00 (subsequently increased to \$1,130,530.00) to construct repairs which were included in the current fiscal year budget (Fund 336). The professional service agreement and Amendment No.1 is in the amount of \$38,120.00 with a 20% contingency of \$7600.00. Amendment no. 2 is in the amount not to exceed \$11,750.00. There is \$150,000.00 budgeted in Account# 336-8110-1030 to cover the cost of the engineering services.

Staff recommends the City Manager execute an amendment to the Agreement in the amount of \$11,750.00 and future amendments such that the total contract does not exceed \$57,494.00.

ATTACHMENTS

1. Resolution
2. Amendment No. 2

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

AUTHORIZING AMENDMENT NO. 2 TO A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR AN AGREEMENT AMOUNT OF \$11,750.00 TO PROJECT MANAGE THE EVALUATION OF THE MITIGATION REQUIREMENTS FROM THE FORT ORD HABITAT MANAGEMENT PLAN FOR THE EUCALYPTUS ROAD INFILTRATION BASIN REPAIR PROJECT

WHEREAS, in September of 2009 the Fort Ord Reuse Authority (FORA) filed a notice of completion for construction of Eucalyptus Road in the City of Seaside; and

WHEREAS, in a letter dated August 15, 2014 the City of Seaside informed FORA that portions of the drainage system associated with the road had failed; and

WHEREAS, on June 19, 2020 the City of Seaside and FORA executed a Memorandum of Agreement (MOA) establishing conditions for the repair of drainage infrastructure associated with Eucalyptus Road; and

WHEREAS, per the terms of the MOA, FORA provided funding in the amount of \$1,120,000.00 and the City accepted responsibility to construct repairs; and

WHEREAS, on November 5, 2020, a professional service agreement (Agreement) in the amount of \$33,470.00 was authorized with Harris & Associates (Consultant) to provide design support for the Eucalyptus Road Infiltration Basin Repair Project (Project); and

WHEREAS, since approval of the Agreement, staff has identified additional scope of work associated with evaluating the requirements of the Fort Ord Habitat Management Plan (HMP) on the Project; and

WHEREAS, on December 16, 2021 the City Council approved an amendment to the Agreement with Harris & Associates in the amount of \$11,750.00 including a 20% contingency of \$7600.00 to conduct and evaluation of the Fort Ord Habitat Management Plan requirements toward the Project; and

WHEREAS, the Consultant has provided a proposal in the amount of \$11,750.00 to perform project management of the evaluation of mitigation requirements from the Fort Ord Habitat Management Plan for the Eucalyptus Road Infiltration Repair project.; and

WHEREAS, staff have reviewed the proposal, and find the scope and fee acceptable; and

WHEREAS, the current adopted budget includes \$150,000.00 (336-8110-1030) for consultant services to design repairs to Eucalyptus Road drainage system; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute Amendment no. 2 to the professional services agreement with Harris and Associates in the amount of \$11,750.00 for a total value not to exceed of \$49,870.00 to project manage the evaluation of the mitigation requirements of the Fort Ord Habitat Management Plan on the Project to be funded from the FY 2021/2022 Eucalyptus Road Repairs Fund (336-8110-1030); and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute future amendments to the Agreement such that the total contract value does not exceed \$57,494.00.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 5th day of May, 2022 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

CONTRACT AMENDMENT #2
PROFESSIONAL SERVICES
City of Seaside

Date: April 23, 2022

Change Requested by: X City/District Consultant

Contract Date

Project Name

11/12/2020

Eucalyptus Road Infiltration Repair Project

To (Consultant): Harris & Associates, 450 Lincoln Ave., Suite 103, Salinas CA 93901

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

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

MODIFY the following text in **Section 1, "Term."**

This Agreement shall commence on the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2023 unless sooner terminated pursuant to the provisions of this Agreement.

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

Consultant shall perform the tasks described and set forth in Exhibit A, A1 and A2 attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A, A1, and A2.

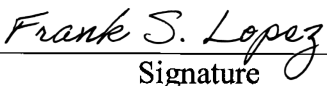
MODIFY the following text in **Section 22, "Contents of Request for Proposal and Proposal."**

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

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$33,470.00	\$4,650.00	\$11,750.00	\$49,870.00
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
12 Months	June, 30, 2022	365	June, 30, 2023

CONTRACT AMENDMENT #2
PROFESSIONAL SERVICES
City of Seaside

SUBMITTED BY:		
	Nisha Patel PW Director / City Engineer	4-23-22
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Roberta Greathouse Acting City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Frank Lopez Director Engineer Services	April 24, 2022
Signature	Name and Title	Date



Harris & Associates®

April 22, 2022

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

Amendment #3 – Design Management Services for the Eucalyptus Road Infiltration Repair Project

Dear Nisha,

Harris & Associates (Harris) is pleased to provide Design Management Services to the City of Seaside (City) for the Eucalyptus Road Infiltration Repair Project. The following is a suggested scope of work and fee estimate based on our discussions with City staff.

TASK 600-DESIGN MANAGEMENT SERVICES

TASK 601 – PROJECT MANAGEMENT

Project Management responsibilities will involve oversight of the project scope, budget, and resource management. A brief progress report will accompany each monthly Harris invoice, which will discuss budget, schedule, and “next steps”. Our Project Manager will coordinate all meeting dates and times with City regarding the Bid Phase and will attend field meetings during construction to address any construction

Assumptions

- *Project Manager to manage field issues that arise during construction.*
- *Project Manager to manage schedule and budget with Contractor and City staff.*
- *Project Manager to prepare and submit monthly Harris invoice to the City.*

TASK 602 – COORDINATION WITH WESTON SOLUTIONS

Harris will coordinate with Weston Solutions the development of the Soil Management Plan. Harris to assist Weston Solutions with determining the location and amount of stockpile for the project. Harris will also prepare exhibits required to be included in the Soil Management Plan.

Assumptions

- *Meetings with Weston Solutions as needed.*
- *Weston Solutions is preparing the Soil Management Plan Report*

TASK 603 – COORDINATION WITH HARRIS ENVIRONMENTAL TEAM

Harris will coordinate with the Environmental Team regarding the review of the Habitat Management Plan to confirm the stockpile location shown on the Soil Management Plan does not impact native species. Harris will also determine if the existing biological survey data is appropriate to use or if new biological survey is required. Harris will make sure all Environmental Team recommendations are applied to the Soil Management Plan.

Assumptions

- *Meetings with Harris Environmental Team as needed to coordinate placement of soil for the Soil Management Plan.*

TASK 604 – BID PERIOD SERVICES

Harris will assist the City of Seaside with Bid Period Services for the Eucalyptus Road Project. Harris will be in charge of preparing meeting minutes for Pre-Bid Meeting and prepare and issue one (1) addendum, if needed. City of Seaside will facilitate bid opening, evaluate contractor bids, and award contract to the qualified low bidding Contractor.

Assumptions

- *Harris to conduct One (1) Pre-Bid Meeting.*
- *Harris will prepare and issue One (1) addendum addressing bidder questions and/or clarifications to the bid package.*
- *City to coordinate responses to bid inquiries. Review bids, bid bonds, insurance certificates and related submittals.*
- *City to prepare agenda/presentation for Bid Opening Meeting.*
- *City to review for inconsistencies in bid pricing, mathematical errors, and completeness in required bid documents.*
- *City to assist in the review of qualified bidders and assist in the acceptance of bids.*

Deliverables

- *Harris to prepare Meeting Minutes for (1) Pre-Bid Meeting.*
- *Harris to prepare and issue One (1) Addendum*

FEE ESTIMATE

The not to exceed time and materials cost estimate for performing the tasks described above is **\$11,750**. Please note that this effort will be provided as budget permits. Detailed costs by task are provided in our fee spreadsheet in **Attachment 1**.

The Harris team is ready to collaborate with you to manage this important project, can start immediately, and will keep this project a priority until the project is constructed. Please feel free to contact me directly should you have any questions regarding this scope of work and cost estimate.

Sincerely,

Harris & Associates, Inc.

A handwritten signature in black ink, appearing to read 'Frank Lopez', with a stylized flourish at the end.

Frank Lopez, PE, CFM, QSD

VP, Engineering Services

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

Attachment 1 – Level of Effort

City of Seaside
Amendment #3–Design Management Services
for the Eucalyptus Road Infiltration Repair Project



Harris & Associates

FEE ESTIMATE

Task/Subtask	Harris & Associates			Subtotals
	PIC \$295.00	Project Manager \$175.00	Design Engineer \$140.00	
DESIGN MANAGEMENT SERVICES				
Task 601 Project Management		16	0	\$2,800
Subtotal Hours =	0	16	0	16
Task 601 Subtotal (\$) =	\$0	\$2,800	\$0	\$2,800
Task 602 Coordination with Weston Solutions	2	10	16	\$4,580
Subtotal Hours =	2	10	16	28
Task 602 Subtotal (\$) =	\$590	\$1,750	\$2,240	\$4,580
Task 603 Coordination with Environmental Team	2	8	8	\$3,110
Subtotal Hours =	2	8	8	18
Task 603 Subtotal (\$) =	\$590	\$1,400	\$1,120	\$3,110
Task 604 Bid Period Services		4	4	\$1,260
Subtotal Hours =	0	4	4	8
Task 604 Subtotal (\$) =	\$0	\$700	\$560	\$1,260
Total Hours by Classification =	4	38	28	70
Total (\$) by Classification =	\$1,180	\$6,650	\$3,920	\$11,750
Percentage of Time Allocated (by hours) =	6%	54%	40%	
Total (\$) =	\$11,750			\$11,750
Total =				\$11,750

1 Hours and fee may be renegotiated if the project is delayed by factors beyond Harris' control.

CONTRACT AMENDMENT #1

PROFESSIONAL SERVICES

City of Seaside

Date: December 1, 2021

Change Requested by: X City Consultant**Contract Date****Project Name**11/12/2020Eucalyptus Road Infiltration Repair ProjectTo (Consultant): Harris & Associates, 450 Lincoln Ave., Suite 103, Salinas CA 93901

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

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

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

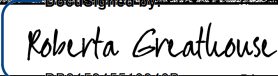
Consultant shall perform the tasks described and set forth in Exhibit A and Exhibit A1 attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A and A1.

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

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

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$33,470	\$0.00	\$4,650	\$38,120
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
12 Months	June 30, 2022	0	June 30, 2022

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

SUBMITTED BY:		
	Nisha Patel Public Works Director/City Engineer	12-20-21
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Roberta Greathouse City Manager	1/4/2022
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Frank Lopez Director Engineer Services	December 1, 2021
Signature	Name and Title	Date

**Harris & Associates**

October 4, 2021

Scott Ottmar, P.E.
Senior Engineer
City of Seaside

EUCALYPTUS ROAD INFILTRATION BASIN PROJECT: DETERMINE HMP APPLICABILITY

Dear Scott:

Thank you for the opportunity to provide additional assistance to the City of Seaside (City) for the Eucalyptus Road Infiltration Basin Project. The following outlines our proposed scope of services and estimated fee to assist the City in determining the applicability of the Fort Ord Habitat Management Plan (HMP) and requirements therein. The Harris team includes EcoSystems West staff, who have extensive experience with the HMP and biological resources on former Fort Ord lands.

PROJECT UNDERSTANDING

Harris & Associates (Harris) prepared a CEQA Categorical Exemption for the Eucalyptus Road Infiltration Basin Project (project), based on Class 2, Replacement or Reconstruction, exemption criteria set forth in CEQA Guidelines Section 15302. Although this exempts the City from further CEQA compliance documentation, it does not exempt the City from meeting requirements set forth in the Fort Ord HMP, if applicable. The scope of services outlined below will determine if the HMP and any requirements therein apply to project implementation.

SCOPE OF SERVICES

The Harris team will conduct the following tasks to determining the applicability of the Fort Ord HMP and requirements therein for implementing the Eucalyptus Road Infiltration Basin Project (project).

- Develop list of potential species that could occur in or adjacent to the project area
- Research/review the HMP and requirements
- Conduct a field survey of the project area to assess potential for listed plants and wildlife
- Prepare a memorandum documenting the results of the research, field survey, and required measures
- Conduct preconstruction surveys (e.g., legless lizard) and identify the location of exclusion fencing

Based on the team's familiarity with the area, we do not expect rare plants to be present in the project area, but this will be confirmed through this process.

This scope of work does not include construction monitoring because it is not likely to be required, but that will be confirmed through this process as well.

Exhibit A1

PROPOSED FEES

The cost estimate for the scope of services described above is \$4,650 based on the hours and rates shown below.

Staff	Kate Elliott Giberson (Management/Oversight)	Justin Davilla (Botany/Natural Resources)	Total
Hourly Rate	\$275	\$125	
Hours	6	24	
Subtotal	\$1,650	\$3,000	\$4,650

Thank you, and let me know if you have any questions.

Sincerely,
Harris & Associates, Inc.



Kate Elliott Giberson
Director, Environmental Planning + Compliance
(831) 419-6800 ■ Kate.Giberson@WeAreHarris.com

CONTRACT AMENDMENT #1

PROFESSIONAL SERVICES

City of Seaside

Date: December 1, 2021

Change Requested by: X City Consultant**Contract Date****Project Name**11/12/2020Eucalyptus Road Infiltration Repair ProjectTo (Consultant): Harris & Associates, 450 Lincoln Ave., Suite 103, Salinas CA 93901

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

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

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

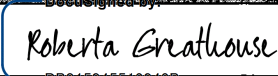
Consultant shall perform the tasks described and set forth in Exhibit A and Exhibit A1 attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A and A1.

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

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

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$33,470	\$0.00	\$4,650	\$38,120
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
12 Months	June 30, 2022	0	June 30, 2022

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

SUBMITTED BY:		
	Nisha Patel Public Works Director/City Engineer	12-20-21
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Roberta Greathouse City Manager	1/4/2022
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Frank Lopez Director Engineer Services	December 1, 2021
Signature	Name and Title	Date

**Harris & Associates**

October 4, 2021

Scott Ottmar, P.E.
Senior Engineer
City of Seaside

EUCALYPTUS ROAD INFILTRATION BASIN PROJECT: DETERMINE HMP APPLICABILITY

Dear Scott:

Thank you for the opportunity to provide additional assistance to the City of Seaside (City) for the Eucalyptus Road Infiltration Basin Project. The following outlines our proposed scope of services and estimated fee to assist the City in determining the applicability of the Fort Ord Habitat Management Plan (HMP) and requirements therein. The Harris team includes EcoSystems West staff, who have extensive experience with the HMP and biological resources on former Fort Ord lands.

PROJECT UNDERSTANDING

Harris & Associates (Harris) prepared a CEQA Categorical Exemption for the Eucalyptus Road Infiltration Basin Project (project), based on Class 2, Replacement or Reconstruction, exemption criteria set forth in CEQA Guidelines Section 15302. Although this exempts the City from further CEQA compliance documentation, it does not exempt the City from meeting requirements set forth in the Fort Ord HMP, if applicable. The scope of services outlined below will determine if the HMP and any requirements therein apply to project implementation.

SCOPE OF SERVICES

The Harris team will conduct the following tasks to determining the applicability of the Fort Ord HMP and requirements therein for implementing the Eucalyptus Road Infiltration Basin Project (project).

- Develop list of potential species that could occur in or adjacent to the project area
- Research/review the HMP and requirements
- Conduct a field survey of the project area to assess potential for listed plants and wildlife
- Prepare a memorandum documenting the results of the research, field survey, and required measures
- Conduct preconstruction surveys (e.g., legless lizard) and identify the location of exclusion fencing

Based on the team's familiarity with the area, we do not expect rare plants to be present in the project area, but this will be confirmed through this process.

This scope of work does not include construction monitoring because it is not likely to be required, but that will be confirmed through this process as well.

Exhibit A1

PROPOSED FEES

The cost estimate for the scope of services described above is \$4,650 based on the hours and rates shown below.

Staff	Kate Elliott Giberson (Management/Oversight)	Justin Davilla (Botany/Natural Resources)	Total
Hourly Rate	\$275	\$125	
Hours	6	24	
Subtotal	\$1,650	\$3,000	\$4,650

Thank you, and let me know if you have any questions.

Sincerely,
Harris & Associates, Inc.



Kate Elliott Giberson
Director, Environmental Planning + Compliance
(831) 419-6800 ■ Kate.Giberson@WeAreHarris.com



Harris & Associates

October 4, 2021

Scott Ottmar, P.E.
Senior Engineer
City of Seaside

EUCALYPTUS ROAD INFILTRATION BASIN PROJECT: DETERMINE HMP APPLICABILITY

Dear Scott:

Thank you for the opportunity to provide additional assistance to the City of Seaside (City) for the Eucalyptus Road Infiltration Basin Project. The following outlines our proposed scope of services and estimated fee to assist the City in determining the applicability of the Fort Ord Habitat Management Plan (HMP) and requirements therein. The Harris team includes EcoSystems West staff, who have extensive experience with the HMP and biological resources on former Fort Ord lands.

PROJECT UNDERSTANDING

Harris & Associates (Harris) prepared a CEQA Categorical Exemption for the Eucalyptus Road Infiltration Basin Project (project), based on Class 2, Replacement or Reconstruction, exemption criteria set forth in CEQA Guidelines Section 15302. Although this exempts the City from further CEQA compliance documentation, it does not exempt the City from meeting requirements set forth in the Fort Ord HMP, if applicable. The scope of services outlined below will determine if the HMP and any requirements therein apply to project implementation.

SCOPE OF SERVICES

The Harris team will conduct the following tasks to determine the applicability of the Fort Ord HMP and requirements therein for implementing the Eucalyptus Road Infiltration Basin Project (project).

- Develop list of potential species that could occur in or adjacent to the project area
- Research/review the HMP and requirements
- Conduct a field survey of the project area to assess potential for listed plants and wildlife
- Prepare a memorandum documenting the results of the research, field survey, and required measures
- Conduct preconstruction surveys (e.g., legless lizard) and identify the location of exclusion fencing

Based on the team's familiarity with the area, we do not expect rare plants to be present in the project area, but this will be confirmed through this process.

This scope of work does not include construction monitoring because it is not likely to be required, but that will be confirmed through this process as well.

PROPOSED FEES

The cost estimate for the scope of services described above is \$4,650 based on the hours and rates shown below.

Staff	Kate Elliott Giberson (Management/Oversight)	Justin Davilla (Botany/Natural Resources)	Total
Hourly Rate	\$275	\$125	
Hours	6	24	
Subtotal	\$1,650	\$3,000	\$4,650

Thank you, and let me know if you have any questions.

Sincerely,
Harris & Associates, Inc.



Kate Elliott Giberson
Director, Environmental Planning + Compliance
(831) 419-6800 ■ Kate.Giberson@WeAreHarris.com

**CITY OF SEASIDE
PROFESSIONAL SERVICE AGREEMENT
BID SUPPORT AND ENGINEERING SERVICES DURING CONSTRUCTION FOR
THE EUCALYPTUS ROA INFILTRATION REPAIR PROJECT**

THIS AGREEMENT, is made and effective 11/12, 2020 between the City of Seaside, a municipal corporation ("Agency") and Harris & Associates, Inc., an S Corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

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

2. SERVICES

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

3. PERFORMANCE

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

4. AGENCY MANAGEMENT

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A,

attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed thirty three thousand four hundred seventy dollars (\$33,470.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services. The Agency Manager may approve additional work an amount not to exceed a total sum of twenty four thousand nine hundred ninety nine (\$24,999.00). Any additional work in excess of this amount shall be approved by the Governing Board.

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, Agency shall have no obligation or duty to continue

compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

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

8. OWNERSHIP OF DOCUMENTS

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

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

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

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

(b) For All Other Liabilities

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

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the Agency a wholly independent Consultant. The personnel performing the services under this

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To Agency:

City of Seaside

440 Harcourt Ave

Seaside, CA 93955

Attention: City Clerk

To Consultant:

Harris & Associates, Inc.

450 Lincoln Ave., Suit 103

Salinas, CA 93901

17. ASSIGNMENT

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

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

18. LICENSES

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

19. GOVERNING LAW

The Agency and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the Agency.

20. ENTIRE AGREEMENT

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

21. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall complete the outlined scope of work in a timely manner within the time frame per "Section 1. Term" of this contract.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Consultant is bound by the contents of Agency's Request for Proposal, Exhibit "C" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT: Harris & Associates, Inc.

By: Frank S. Lopez
Frank Lopez, Director Engineering Services

Date: 10/15/2020

City of Seaside
A Municipal Corporation


Craig Malin, City Manger

Date: 11/12/2020

Attachments:	Exhibit A	Proposal
	Exhibit B	Insurance Requirements
	Exhibit C	Request for Proposal

EXHIBIT A
PROPOSAL



August 31, 2020

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

Scope and Fee for Bid Support and Engineering Services During Construction for the Eucalyptus Road Infiltration Repair Project – Scope and Fee

Dear Mr. Ottmar,

Thank you for the opportunity to provide consulting services to the City of Seaside (City) regarding bid support and engineering services during construction (ESDC) for the Eucalyptus Road Infiltration Repair Project (Project). Harris & Associates (Harris) prepared the design plans on the Project for the Fort Ord Reuse Authority (FORA). The Project was then transferred at the final design level to the City to bid and construct the Project.

The following outlines our scope of work for the Project, as we understand it today. Please note that our effort will be billed on a Time and Materials basis not to exceed the budgeted amount without prior approval from the City.

TASK 1 – PROJECT MANAGEMENT

TASK 1.1 – PROJECT MANAGEMENT

Project Management responsibilities will involve preparation and maintenance of required schedules, invoices, and resource management. Our Project Manager will coordinate a kick-off meeting with City staff as well as coordinate a pre-bid meeting during the bid phase.

TASK 1.2 – PROJECT MEETINGS

This task includes preparation and participation by our Project Manager to project meetings with City staff. This task assumes one kick off meeting with City staff (conference call), one pre-bid meeting (in person), and one construction kickoff meeting (in person). It is assumed the pre-bid meeting will include a site walk with prospective bidders.

Assumptions

- One (1) project kick-off meeting (via conference call).
- One (1) pre-bid meeting including a site walk with bidders (in person).
- One (1) construction kick-off meeting (in person).

TASK 2 – FINAL DESIGN

TASK 2.1 – FINAL PS&E PACKAGE UPDATE

Harris will provide the final design package for City review. The design plans and specifications were initially prepared for FORA and require necessary adjustments to meet City Standards. Harris will incorporate City comments to the Plans, Specifications, & Estimate (PS&E) Package in preparation for bidding.

Deliverables

- *Electronic copy in pdf format of Final Plan and Profile Drawings (Signed & Stamped).*
- *Two (2) full size hard copies of Final Plan and Profile Drawings (Signed & Stamped).*
- *Electronic copy in pdf format of Final Contract Documents and Technical Specifications (Signed & Stamped).*
- *Two (2) hard copies of Final Contract Documents and Technical Specifications (Signed & Stamped)*
- *Electronic copy in pdf format of Final Opinion of Probable Construction Cost.*
- *Two (2) hard copy versions of the Final Opinion of Probable Construction Cost.*

Assumptions

- *City staff reviewed the initial design plans during the design for FORA. Therefore, it is assumed changes needed to PS&E Package only include minor changes such as revising title block, logo, and references to FORA. It is assumed major design changes and fundamental elements to the current design are not to be changed.*

TASK 3 – BID PERIOD SERVICES

TASK 3.1 – BID PERIOD SERVICES

Harris staff will assist City in answering bidder's questions during the bidding stage and preparation of addendum to the PS&E package.

Deliverables

- *Pre-bid meeting notes in electronic pdf format.*
- *One (1) addendum to the plans and specifications in electronic pdf format.*

Assumptions

- *One (1) addendum is assumed to be issued during bidding.*

TASK 4 – ENGINEERING SERVICES DURING CONSTRUCTION

TASK 4.1 – REVIEW SUBMITTALS, CHANGE ORDERS, & RFI'S

Harris will assist the City Project Engineer, City Inspector, and Contractor with interpretation of plans, analysis of changed conditions, development of corrective action, review of shop drawings and other submittals, and review change orders.

EXHIBIT A

Deliverables

- *Submittal, Change Order, and RFI responses in electronic pdf format.*

Assumptions

- *ESDC work assumes up to fifteen (15) submittals, six (6) re-submittals, three (3) RFIs, and four (4) hours for change order assistance.*
- *Harris assumes that design staff will not require site visits during construction.*

TASK 4.2 – PREPARE RECORD DRAWINGS

Harris will review and prepare Record Drawings from "As-built" drawings provided by the Contractor.

Deliverables

- *Electronic copy in pdf format of Record Drawings.*

Assumptions

- *Contractor and City to provide field marked as-built drawings for record drawing creation.*

TASK 4.3 – CONSTRUCTION MEETINGS

This task includes preparation and participation by our team to attend as-needed construction meetings with City staff and Construction team. This task assumes four construction meetings with Construction team will be attended by Harris design staff (in person).

Assumptions

- *Meeting agenda/minutes are to be prepared by others.*
- *Four (4) construction meetings are anticipated (in person).*

COST ESTIMATE

The not to exceed time and materials cost estimate for performing the tasks described above is **\$33,470**. Detailed costs by task are provided in our fee spreadsheet in **Attachment 1**.

EXHIBIT A

The Harris team is ready to collaborate with you to construct this important project, can start immediately, and will keep this project a priority until the project is constructed. Please feel free to contact me directly should you have any questions regarding this scope of work and cost estimate.

Sincerely,

Sincerely,

Harris & Associates, Inc.



Frank Lopez, PE, CFM, QSD
Senior Director, Engineering Services
(831) 233-9242 ■ Frank.Lopez@WeAreHarris.com



David Pezzini, PE
Senior Project Manager, Engineering Services
(831) 455-6844 ■ David.Pezzini@WeAreHarris.com

Attachment 1 – Cost Estimate



Harris & Associates

**City of Seaside
Eucalyptus Road Infiltrator Repair Project**

FREE ESTIMATE

Task/Subtask	Harris & Associates			Subtotals
	Sr. Director QA/QC	Sr. Project Manager	Design Engineer	
	\$250.00	\$195.00	\$150.00	
Sewer Rehabilitation Design				
Task 1 Project Management				
1.1 Project Management		24		\$4,680
1.2 Project Meetings (3)	2	10	2	\$2,750
Subtotal Hours =	2	34	2	38
Subtotal (\$) =	\$500	\$6,630	\$300	\$7,430
Task 2 Final Design				
2.1 Final PS&B Package Update	2	16	24	\$7,220
Subtotal Hours =	2	16	24	42
Task 2 Subtotal (\$) =	\$500	\$3,120	\$3,600	\$7,220
Task 3 Bid Period Services				
3.1 Bid Period Services		8	16	\$3,960
Subtotal Hours =	0	8	16	24
Task 3 Subtotal (\$) =	\$0	\$1,560	\$2,400	\$3,960
Task 4 Engineering Services During Construction				
4.1 Review Submittals, Change Orders, & RFIs	4	16	24	\$7,720
4.2 Prepare Record Drawings		4	24	\$4,380
4.3 Construction Meetings (4)		8	8	\$2,760
Subtotal Hours =	4	28	56	88
Task 4 Subtotal (\$) =	\$1,000	\$5,460	\$8,400	\$14,860
Total Hours by Classification =	8	86	98	192
Total (\$) by Classification =	\$2,000	\$16,770	\$14,700	\$33,470
Direct Expenses =		\$0		\$0
Total (\$) =		\$33,470		\$33,470
Total Harris				\$33,470
Total =				\$33,470

ASSUMPTIONS UPON WHICH COST PROPOSAL IS BASED:

- 1 It is assumed that construction staging/traffic control plans will be prepared by Contractor.
- 2 Hours and fee may be renegotiated if the project is delayed by factors beyond Harris' control.
- 3 City comments will be presented to Harris in one consolidated set of marked-up documents and/or letter form.
- 4 Detailed Environmental studies are not included.

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an

assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager.

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

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

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

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

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

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Agency and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each

insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

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

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

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

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

EXHIBIT C
REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE

ON-CALL CONSULTANTS - ENGINEERING SERVICES

PROPOSAL DUE APRIL 10, 2018

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

I. BACKGROUND

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

II. PROPOSED SCOPE OF WORK

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

A. Engineering Services

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

B. Professional Services

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

EXHIBIT C
REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE

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

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

III. FORM AND CONTENT OF PROPOSAL

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

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

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

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

EXHIBIT C
REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE

IV. QUESTIONS AND ADDENDA

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

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

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

V. SUBMITTAL OF PROPOSALS

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

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

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

VI. EVALUATION PROCESS

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

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

EXHIBIT C
REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE

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

Proposals will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms selected for interview will be contacted at that time to arrange the date and time for their interview.

VII. SELECTION PROCESS

Based on staff recommendation, the City of Seaside will consider approval of consultant(s). The City of Seaside may select up to three firms or choose to determine that no SOQ proposal exhibits adequate qualifications.

Upon the selection by the City of Seaside, consultant(s) may or may not be called upon by the City of Seaside to provide services.

VIII. SCHEDULE

The anticipated schedule for award of this project is as follows:

Release of RFQ	March 20, 2018
Last Day To Submit RFI	March 30, 2018
Response to RFI posted	April 3, 2018
Receipt of Proposals	April 10, 2018 at 4 PM
Interview Consultant(s), if necessary	TBD (if needed)
Select Short List	May 3, 2018

IX. ACCEPTANCE OR REJECTION OF PROPOSAL

The City of Seaside reserves the right to accept or reject any and all proposals. The City of Seaside also reserves the right to waive any informality or irregularity in any Proposals. Additionally, the City of Seaside may, for any reason, decide not to award an agreement as a result of this RFQ or cancel the RFQ process. The City of Seaside shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City of Seaside reserves the right to negotiate project deliverables and associated costs.

X. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFQ process, the City of Seaside will select a Consultant with which to enter into negotiations for the assignments described. The selected Consultant shall enter into contract negotiations with the City of Seaside in substantial conformity with the selected proposal and the form of the Consultant Agreement, which is contained in Attachment B.

EXHIBIT C
REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE

XI. INSURANCE REQUIREMENTS

The selected Consultant, at Consultant's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain all of the insurance requirements outlined in the Consultant Agreement (Attachment B).

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City of Seaside as to form and content. The selected Consultant agrees to provide the City of Seaside with a copy of said policies, certificates and/or endorsements.

The selected Consultant shall satisfy these insurance requirements prior to approval of the Agreement. Please address any issues with respect to insurance requirements in your response to the corresponding question in the RFQ.

XII. EXAMINATION OF PROPOSED MATERIAL

The submission of a proposal shall be deemed a representation and certification by the Consultant that they have investigated all aspects of the RFQ, that they are aware of the applicable facts pertaining to the RFQ process, its procedures and requirements, and that they have read and understood the RFQ. No request for modification of the statement shall be considered after its submission on grounds that the Consultant was not fully informed as to any facts or condition.

XIII. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFQ become the exclusive property of The City of Seaside. All proposals received in response to this RFQ become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Consultant as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City of Seaside shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Seaside may not be in a position to establish that the information that a Consultant submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City of Seaside will provide the Consultant who submitted the information with reasonable notice to allow the Consultant to seek protection from disclosure by a court of competent jurisdiction.

XIV. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

EXHIBIT C
REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE

- A. Evidence of collusion, directly or indirectly, by Consultants in regard to the amount, terms, or conditions of this proposal;
- B. Any attempt to improperly influence any member of the selection staff;
- C. Existence of any lawsuit, unresolved contractual claim or dispute between Consultant and the City of Seaside;
- D. Evidence of incorrect information submitted as part of the proposal;
- E. Evidence of Consultant's inability to successfully complete the responsibilities and obligations of the proposal; and
- F. Consultant's default under any agreement, which results in termination of the Agreement.

XV. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFQ instructions and specifications. Any alteration, omission, addition, variance, or limitation of form or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City of Seaside.

XVI. PROHIBITION OF GIFTS

The City of Seaside officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the City of Seaside, or proposing to do business with the City of Seaside. The offering of any illegal gift shall be grounds to disqualify a Consultant. To avoid even the appearance of impropriety, Consultants should not offer any gifts or souvenirs, even of minimal value, to the City of Seaside officers or employees. The Consultant shall be subject to the City of Seaside's prohibition.

XVII. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

The successful Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of the City of Seaside contracts.

XVIII. ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to this RFQ process:

- A. It is anticipated that the award of the Agreement resulting from the RFQ shall include terms and conditions similar to those referenced in the City of Seaside's Standard Consultant Agreement (Attachment B). Exceptions proposed by the Consultant, if any, to the terms and conditions included in the City of Seaside's Standard Consultant Agreement should be included in the proposal. The City of Seaside reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a proposal.

EXHIBIT C
REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF SEASIDE

- B. This RFQ does not commit the City of Seaside to pay any costs incurred in the submission of the proposal or in making any necessary studies or analysis in preparation of submission of the proposal.
- C. The City of Seaside reserves the right without limitation to:
 - 1. Enter into an agreement with another Consultant in the event that the originally selected Consultant defaults or fails to execute an agreement with the City of Seaside;
 - 2. Modify and re-issue the RFQ;
 - 3. Take action regarding the RFQ as may be deemed to be in the best interest of the City of Seaside.
- D. The City of Seaside reserves the right to verify any information provided during the RFQ process. The City of Seaside may contact references listed or any other person known to have contracted with Consultant.
- E. An agreement shall not be binding or valid with the City of Seaside unless and until it is executed by authorized representatives of the City of Seaside, and of the Consultant.
- F. While it is the intent of the City of Seaside is to proceed with this project, this solicitation does not obligate the City of Seaside to enter into an Agreement. The City of Seaside retains the right to cancel this RFQ at any time should the project be cancelled, the City of Seaside loses the required funding, or it is deemed in the best interest of the City of Seaside. No obligation either expressed or implied, exists on the part of the City of Seaside to make an award or to pay any cost incurred in the preparation or submission of an RFQ.
- G. Failure to execute the agreement within the time frame identified above shall be sufficient cause for voiding the award.
- H. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the selected respondent refuses or fails to execute the Agreement, the City of Seaside may award the contract to the next qualified highest ranked Respondent.

XIX. ATTACHMENTS

- A – City of Seaside Six Year Capital Improvement Program
- B – Professional Services Agreement



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.J.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ernesto Altamirano, Communications & Community Engagement Specialist

DATE: May 5, 2022

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING MAY 1, 2022, AS
LAW DAY IN THE CITY OF SEASIDE**

RECOMMENDATION

Approve a proclamation recognizing May 1, 2022, as Law Day in the City of Seaside.

BACKGROUND

The Library of Congress' list of commemorative observances was approved by the Council in May 2021; Law day is included.

Law Day is commemorated on May 1st every year in the United States of America.

Law Day dates back to 1957 when American Bar Association President Charles Rhyne envisioned a special day to celebrate the American legal system.

On February 3rd, 1958, President Dwight Eisenhower issued a proclamation to inform the establishment of Law Day, and after that, every president has issued an annual Law Day proclamation.

In 1961, by a joint resolution of the National Assembly, May 1st was designated by the National Assembly as the official date to celebrate Law Day.

There are no official flags to be flown at City hall.

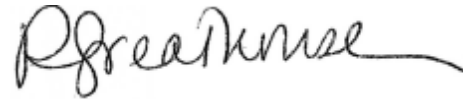
FISCAL IMPACT

None.

ATTACHMENTS

1. Law Day 2022 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

City of Seaside PROCLAMATION



Law Day 2022 Commemorative Observance

WHEREAS, Law Day is commemorated on May 1st every year in the United States of America; and

WHEREAS, Law Day dates back to 1957 when American Bar Association President Charles Rhyne envisioned a special day to celebrate the American legal system; and

WHEREAS, On February 3rd, 1958, President Dwight Eisenhower issued a proclamation to inform the establishment of Law Day, and after that, every president has issued an annual Law Day proclamation; and

WHEREAS, In 1961, by a joint resolution of the National Assembly, May 1st was designated by the National Assembly as the official date to celebrate Law Day; and

WHEREAS, Law Day is an important occasion to reflect the role of laws on the foundation of the country and recognize their importance in the City of Seaside; and

WHEREAS, Supported by organizations such as the American Bar Association, this day is an opportunity to see and discuss the role of the courts in the United States; and

WHEREAS, Law Day is a special day meant to help people appreciate their freedoms and affirm their allegiance to the United States, especially toward equality and justice. It also aims to promote respect for the law, which is of vital importance for a democratic way of life.

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 May 1st, 2022 as Law Day.

Ian N. Oglesby, Mayor
May 5, 2022



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ernesto Altamirano, Communications & Community Engagement Specialist

DATE: May 5, 2022

SUBJECT: APPROVE PROCLAMATION RECOGNIZING MAY 1 THROUGH MAY 7, 2022, AS PROFESSIONAL MUNICIPAL CLERKS WEEK IN THE CITY OF SEASIDE

RECOMMENDATION

Approve proclamation recognizing May 1 through May 7, 2022, as Professional Municipal Clerks Week in the City of Seaside.

BACKGROUND

The Office of the Professional Municipal Clerk is the oldest among public servants.

The Office of the Professional Municipal Clerk provides a link between the City of Seaside and its citizens, local governing bodies and agencies of government at many levels.

Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

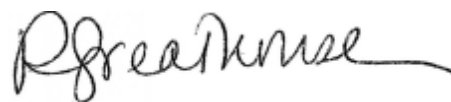
FISCAL IMPACT

None.

ATTACHMENTS

1. Professional Municipal Clerks Week 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



53rd Annual Professional Municipal Clerks Week Commemorative Observance

WHEREAS, *The Office of the Professional Municipal Clerk, a time honored and vital part of the City of Seaside, exists throughout the world; and*

WHEREAS, *The Office of the Professional Municipal Clerk is the oldest among public servants; and*

WHEREAS, *The Office of the Professional Municipal Clerk provides the professional link between the City of Seaside and its citizens, local governing bodies and agencies of government at other levels; and*

WHEREAS, *Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and*

WHEREAS, *The Professional Municipal Clerk serves as the information center on functions of the City of Seaside and community; and*

WHEREAS, *Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and*

WHEREAS, *It is most appropriate that we recognize the many accomplishments of the City of Seaside's Office of the Professional Municipal Clerk.*

NOW THEREFORE, BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim the week of May 1 through May 7, 2022, as Professional Municipal Clerks Week, and further extend deep appreciation to our own outstanding Professional Municipal Clerk, Mrs. Dominique Davis, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

Ian N. Oglesby, Mayor
May 5, 2022



CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Ernesto Altamirano, Communications & Community Engagement Specialist

DATE: May 5, 2022

SUBJECT: APPROVE PROCLAMATION RECOGNIZING MAY 2022 AS AFFORDABLE HOUSING MONTH

RECOMMENDATION

Approve a proclamation recognizing May 2022 as Affordable Housing Month.

BACKGROUND

Affordable housing is a basic human right for every citizen.

The City of Seaside has put the ongoing need for new affordable housing development, preservation of existing affordable homes, and protection of its most vulnerable residents as one of its primary objectives to further promote the stability of our community.

The City Council recently formed the Seaside Housing Collaborative, an aligned nonprofit to focus on providing more affordable housing within the City of Seaside.

The purpose of the Seaside Housing Collaborative is to manage City-owned housing properties, provide, develop, promote, fund, and/or assist activities to increase access to and develop affordable housing for moderate, low and very low income households.

FISCAL IMPACT

None.

ATTACHMENTS

1. Affordable Housing Month 2022 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

City of Seaside PROCLAMATION



AFFORDABLE HOUSING MONTH 2022

Commemorative Observance

WHEREAS, Affordable housing is a basic human right for every citizen; and

WHEREAS, The City of Seaside has put the ongoing need for new affordable housing development, preservation of existing affordable homes, and protection of its most vulnerable residents as one of its primary objectives to further promote the stability of our community; and

WHEREAS, Affordable Housing Month is the perfect opportunity to learn more, get involved, and join the affordable housing movement; and

WHEREAS, Affordable Housing Month also serves as an educational and community building opportunity for advocates, government, practitioners and the general public; and

WHEREAS, Affordable Housing Month is an opportunity to show what is possible when we work together, educate the public, and collaborate to make “affordable homes for all” a reality; and

WHEREAS, City councils, including the City of Seaside City Council, national programs and state legislators are working in tandem with affordable housing developers to create more housing opportunities for low- and middle-income families, public employees, students, agricultural workers, seniors, veterans, and households otherwise at risk of displacement or homelessness; and

WHEREAS, *Seaside City Council recently formed the Seaside Housing Collaborative, an aligned nonprofit to focus on providing more affordable housing within the City of Seaside; and*

WHEREAS, *The purpose of the Seaside Housing Collaborative is to manage City-owned housing properties, provide, develop, promote, fund, and/or assist activities to increase access to and develop affordable housing for moderate, low and very low income households.*

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 recognize May 2022 as Affordable Housing Month.*

Ian N. Oglesby, Mayor
May 5, 2022



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.M.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Sheri Damon, City Attorney

DATE: May 5, 2022

**SUBJECT: ADOPT A RESOLUTION EXTENDING 180.6 ACRE FEET
ALLOCATION OF WATER AND 45.83 RECYCLED WATER PER
YEAR FOR THE KB BAKEWELL RESIDENTIAL AND COMMERCIAL
DEVELOPMENT LOCATED WITHIN THE CAMPUS TOWN
SPECIFIC PLANNING AREA**

RECOMMENDATION

Adopt a resolution extending the water allocation to the Campus Town Phase I project.

BACKGROUND

On June 17, 2021, the City Council confirmed the allocation of 180.6 AFY available water supply to the Campus Town project and adopted Resolution 21-51. Resolution 21-51 provides that the water allocation is good for a year, but may be recalled or re-assigned by the City Council if the project does not start within a one-year time period.

It is not a mandatory recall, but is a provision that provided flexibility to the City to allow it to manage its scarce water resources to provide water to those projects that are ready to proceed. Due to circumstances outside the control of the KB Bakewell Seaside II, the project has not yet been able to start and won't be able to start prior to June 18, 2021. Marina Coast Water District and the KB Bakewell Seaside II team have requested that the period be extended through June 18, 2022. The Phase 1 grading of the project is currently slated to begin in Fall 2022.

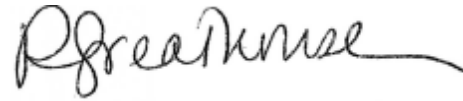
FISCAL IMPACT

Neutral to Beneficial as Campus Town develops.

ATTACHMENTS

1. Water Allocation Resolution (Revision 2)

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

EXTENDING 180.6 ACRE FEET ALLOCATION OF WATER AND 45.83 RECYCLED WATER PER YEAR FOR THE KB BAKEWELL RESIDENTIAL AND COMMERCIAL DEVELOPMENT LOCATED WITHIN THE CAMPUS TOWN SPECIFIC PLANNING AREA

WHEREAS, the City of Seaside has entered into a Purchase and Sale Agreement with KB Bakewell Seaside II, LLC to purchase the property within the Campus Town Specific Planning Area and a pre-requisite to closing is the allocation of water to move the project forward; and

WHEREAS, on March 5, 2020, the City adopted Resolution 20-05 certifying an Environmental Impact Report, including a water supply assessment that outlines the projected water demand for the entire Campus Town Specific Planning area to be 441.6 acre feet per year (AFY), existing available potable water allocation of 180.6 AFY, imposed mitigation 5.83 measures to address the water supply issue and identified a long term water supply projects to meet the projected water demand; and

WHEREAS, as discussed in the Final EIR Water Master Response, Monterey County Water Resources Agency Agreement No. A-06404, allows the District (successor to the United States) to withdraw up to 6,600 AFY of potable water from the Salinas Valley Groundwater Basin for use in the District's Ord Community service area (also known as the FORA Allocation). Seaside obtained 1,012.5 AFY of the FORA Allocation, of which it has previously sub-allocated 831.9 AFY to other projects, leaving 180.6 AFY of potable water unallocated (Draft EIR page 4.16.-21; Draft EIR Appendix MI Table 5- 2, Final EIR Section 4, Responses 9.11 and 9.19); and

WHEREAS, MCWD has signed agreements with Monterey One Water such that MI W will provide MCWD with 600 AFY of advanced treatment water in Phase 1 of that Project, of which 453 AFY of which has been allocated to the City of Seaside (Water Supply Assessment p. 17 and Table 5-1 [Draft EIR Appendix M]);

WHEREAS, the water utility district, Marina Coast Water District (MCWD), reviewed and confirmed the projections contained within the Water Supply Assessment (WSA) for the entire Campus Town Specific Planning area; and

WHEREAS, the City has begun to implement the water offset projects

outlined in the WSA and Mitigation Measure UTIL-1 and has obtained a Court judgment approving the Black Horse Bayonet In Lieu program which could supply up to 450 AFY from reclaimed water (See Final EIR, Water Master Response page 2-7); and

WHEREAS, it is the intent of the City to ensure that projects that are in construction or about to be in construction have sufficient water supply on the one hand, while on the other hand requiring the most efficient use of water. It is the intent of the City that landscaping be watered with reclaimed or recycled water when that water is available. The allocations made herein are subject to full or partial reallocation and recall if the project does not proceed within a one year period or if the final water usage is less than the allocated amount; and

WHEREAS, the City identified Fort Ord water allocation in the approval documents of 180.6 AFY for the Campus Town project. In addition, the City has approved a series of long term water supply projects to augment the water in the Fort Ord areas, including an In Lieu Water Storage project and other projects utilizing reclaimed or other water savings measures in order to meet the projected water demand for projects located on the former Fort Ord Lands; and

WHEREAS, MCWD currently has sufficient water supply to meet the projected water demands associated with the proposed project and will be entering into a water infrastructure and service agreement with the Developer requiring both the construction of new infrastructure and the payment of water and sewer service fees; and

WHEREAS, on or about June 17, 2021, the City Council of the City of Seaside passed and adopted Resolution 21-51 allocating 180.6 AFY of water and 45.83 recycled water per year for the KB Bakewell Residential and commercial development located within the Campus Town specific planning area for a non-revocable period of one year through June 18, 2021; and

WHEREAS, Marina Coast Water District and KB Bakewell Seaside II have requested that the June 18, 2021 non-revocable period be extended for another year, due to delays in starting the Campus Town project which is now currently estimated to begin grading in Fall 2022; and

WHEREAS, that the Campus Town project was approved on March 5, 2020, its impacts were analyzed in the Campus Town EIR, and that this resolution is an additional implementing action consistent with CEQA Guidelines Section 15378(c). The City further finds that there has been no change to the project or substantial

changes in circumstances or new information that would warrant subsequent or supplemental environmental analysis under CEQA.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby grants an extension of the one-year construction start period in order to provide more certainty for the residential and business reuse of the property known as the Campus Town within the Campus Town Specific Plan area. The City Council may recall any or all of the allocation that is not utilized for the proposed residential reuse should the project not begin by June 18, 2023 (as evidenced by payment or lack of payment to Marina Coast Water District for capacity) and may re-allocate to other appropriate projects within the City of Seaside.

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



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

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

DATE: May 5, 2022

**SUBJECT: CONSIDER AN APPEAL OF A DENIED TREE PERMIT
APPLICATION FOR 1014-1020 TRINITY AVENUE**

RECOMMENDATION

Consider the resident's appeal of the denial for a permit to remove three Eucalyptus trees at 1014-1020 Trinity Avenue.

BACKGROUND

The purpose of this item is for the City Council to consider the resident's appeal of the denial of a permit to remove three (3) Eucalyptus trees from the subject property. The City Council may either:

- Approve the request to remove three (3) Eucalyptus trees; or
- Deny the request to remove the trees and uphold the staff recommendation to retain the trees. The appeal is allowed per the City of Seaside Municipal Code under Chapter 8.54 Trees, Section 8.54.130 Appeals.

On March 18, 2022, Sat Kirtan K. Khalsa submitted a Tree Permit Application to trim two (2) Acacia and remove three (3) Eucalyptus trees on private property at 1014-1020 Trinity Avenue due to tree roots threatening his driveway, sidewalk and house. The trees requested to be removed, are located on the southeast corner of the property in a turf area.

On March 25, 2022, a certified arborist retained by the City inspected the trees that were requested to be removed by the applicant and made the determination that the

Eucalyptus trees are in excellent condition. The denied application, attached, was emailed to the applicant with the arborist recommendations.

On April 5, 2022, the applicant submitted a written appeal to the City Clerk (attached), that provides the following evidence in support of the request for the removal of trees:

1. The trees are upwards of 60 to 70 feet tall and pose a threat to nearby buildings and vehicles.
2. Tree A has already damaged the windshield and roof of a car parked in a designated parking spot.
3. Tree B is creating too much shade, which is contributing to moisture problems in the walls of the adjacent apartment.
4. The roots of Tree B have threatened to impact the foundation of the adjacent apartment.
5. Tree C is too large to be only 10 feet from its nearby building.

It is recommended that the City Council consider the appeal by the applicant and either:

- A) Approve the request to remove three (3) trees as originally requested, or
- B) Deny the request to remove the tree and uphold the staff recommendation to retain the tree.

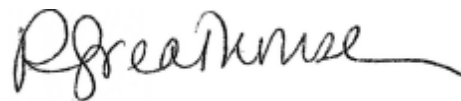
FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Tree Permit Application
2. Denial of Tree Permit Application
3. Appeal by Applicant 1014-1020 Trinity Ave Tree Removal

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager



RESOURCE MANAGEMENT SERVICES | COMMUNITY DEVELOPMENT
440 Harcourt Avenue Telephone (831) 899-6723
Seaside, CA 93955 www.ci.seaside.ca.us

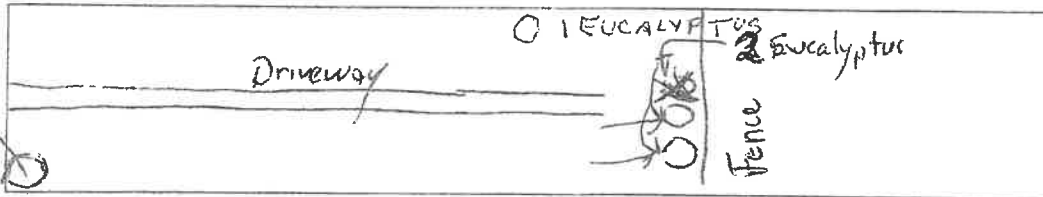
**APPLICATION FOR PERMIT TO TRIM, REMOVE OR PLANT A TREE ON
PRIVATE PROPERTY**

File Number: 0023514

Name of Applicant: Urban Lumberjacks Telephone: 831-484-1701
Tree Location Address: 1014-1020 Trinity Way, Seaside
Property Owner Name: Sat Kiran Telephone: 915-7549
Mailing Address: 117 Stray Ave Monterey CA 93940
City State Zip
E-mail: Sat.kiran@aol.com

Please Provide Reason For: ☒ Trimming ☒ Removal ☐ Planting
- remove acacia in front, clear the roof of the cypress tree, remove 2 lower limbs of the acacia, remove 3 large eucalyptus with red ribbons

Please sketch or attach drawing or picture(s) of the location of tree(s) on the property:



Property Owner Signature: [Signature] Date: _____

(Park Staff Use Only)

CITY STAFF RECOMMENDATION: PLEASE SEE ATTACHED

CONDITIONS FOR TREE REMOVAL / TRIMMING:

_____ Grind stump _____ Replant a Tree _____ Other

Trimming Approved: ☒ Disapproved: ☒ Removal

Resource Management Services Authorization Agent: [Signature] Date: 3/28/2022

THIS PERMIT SHALL EXPIRE IF NOT IMPLEMENTED WITHIN 45 DAYS FROM THE DATE OF APPROVAL
FOR TREE PERMIT INFORMATION, PLEASE CALL 831-899-6723
PLEASE ALLOW 5 BUSINESS DAYS FOR PROCESSING
NOTE: ORIGINAL TO RESOURCE MANAGEMENT FILE - PDF TO CODE ENFORCEMENT - PDF COPY TO PARKS DEPARTMENT

**TREE PERMIT FEE BASED ON COUNCIL ADOPTED FEE SCHEDULE - ALL FEES ARE NON-REFUNDABLE

R00028204



PUBLIC WORKS DEPARTMENT

440 Harcourt Avenue
Seaside, CA 93955

Telephone (831) 899-6825
FAX (831) 899-6233

March 28, 2022

Sat Knalsa
1014-1020 Trinity Ave
Seaside, CA 93955

Subject : Denial of Tree Permit Application

Dear Mr. Knalsa,

In accordance with Chapter 8.54 of the City's Municipal Code, the City's arborist performed a visual inspection of the tree located at 1861 Luzern St and made the following observation and recommendation:

There are 2 trees requesting to be trimmed and 3 trees for removal.

Acacia #1 in front has poor form with decay. Recommend removal.

Acacia #2 on the west side of 214 develops on the adjoining property and requires their permission for any large limb removal. Small limbs less than 4" in diameter would be allowed for building clearance.

The three (3) eucalyptus trees act as a wind break with several other large eucalyptus trees along with supporting wildlife habitat. The trees were topped in the past for canopy reduction and maintenance. Recommend to retain the three trees and continue with proper care.

Your request to remove the three trees is denied and the trimming of the two (2) Acacia trees is approved.

If you would like reconsideration of this decision, you may submit an arborists report that states, after an extensive inspection, it has been determined the tree will need to be removed for the following reasons.....

If you would like to appeal this decision, you may do so by submitting a written request to appeal to the City Clerk within 10 days of the date of this letter. The appeal procedure is outlined in section 8.54.130 of City's Municipal code which is attached.

If you have any questions regarding my decision, I can be reached at (831) 899-6829 or dfortune@ci.seaside.ca.us.

Sincerely,

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

Dave Fortune
Maintenance and Utilities Superintendent

CC: Nisha Patel, Public Works Director/City Engineer

KHALSA DEVELOPMENT LLC

117 SPRAY AVENUE
MONTEREY, CA 93940
(831) 649-0420, (831) 915-7549
Satkirtan@aol.com

April 5, 2022

Ms. Dominique Davis, City Clerk
City of Seaside
440 Harcourt Avenue
Seaside CA 93955

Re: Appeal of Denial of Tree Removal Application, 1014-1020 Trinity Avenue

Dear Ms. Davis:

Urban Lumberjacks, my Tree Care Company, applied in Mid-March on my behalf for a Permit to Remove or Trim 5 Trees from my property at 1014-1020 Trinity Avenue. Dave Fortune processed our request and approved the removal of one Acacia Tree and the trimming of another Acacia, but denied our request for removal of 3 very Large Eucalyptus trees, which are overly close to Dwellings on our property.

In his denial letter he considered the state of the trees (they are healthy), their contribution to Habitat, and their function as a windbreak. But he completely failed to address the potential impact of such huge trees on nearby Buildings. I am enclosing a drawing showing the location of the trees with respect to the Buildings. The trees are part of a line of 17 trees, which are upward of 60 or 70 feet tall. They are planted in a row on the back Property Lines. I am requesting Permission to remove these 3 trees because I consider them a threat to the nearby buildings and also to vehicles which must park on the property. One of them (Tree A), which is one of the 3 we want to remove, has already damaged the Windshield and Roof of a car parked in a designated parking spot. There is a severe shortage of parking in this neighborhood, and we can't spare any parking spaces. Along with Tree B it is also creating too much shade, which is contributing to moisture problems in the walls of the adjacent apartment. And its roots have in the past threatened to impact the Foundation of that apartment. Similarly, Tree C is far too large to be only 10 Feet from its nearby building. Also-in 2017, which was a very stormy year, I received a letter from the adjacent neighbor on Wanda Street stating her concern that if the trees in line with and including Tree C got blown over they were so large that they would fall on her house. Eucalyptus trees, which are considered to be an Invasive Species, grow very quickly and it is difficult to control their growth.

If these 3 trees can be removed out of consideration for their threat to the adjacent buildings, cars, and neighbors, there will still be 14 trees left, which will be easier to manage and which should be sufficient to preserve the windbreak and the habitat in this crowded urban neighborhood.

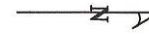
Please grant us approval to remove these 3 trees. Thank you for your consideration of this request,

Sincerely,

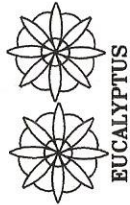


Sat Kirtan K. Khalsa, President
Khalsa Development LLC

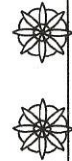
EXISTING FENCE



1014 K-M TRINITY



1014 A-J TRINITY



NOT TO SCALE
BUILDING AND TREE LOCATIONS
ARE APPROXIMATE

TRINITY

A
B

EUCALYPTUS

C

10'

1020 TRINITY

SIDEWALK

PROPOSED DRAINAGE

EXISTING WOOD FENCE