



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

B. CENTRAL COAST COMMUNITY ENERGY ANNUAL MEMBER AGENCY PRESENTATION (GABE RUIZ, 3CE, SENIOR CUSTOMER ACCOUNT MANAGER)

C. BLUE ZONES PROJECT MONTEREY COUNTY PROJECT YEAR ONE PROGRESS REPORT (TANJA ROOS, COMMUNITY PROGRAM MANAGER)

8. CONSENT AGENDA

Consent Agenda consists of those items which are routine and for which a staff

recommendation has been prepared. A member of the public or a Councilmember may request that an item be pulled for further discussion.

A. APPROVE MEETING MINUTES FROM MAY 5, 2022

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE PROCLAMATION RECOGNIZING PACIFIC GAS & ELECTRIC AND THE KNIGHTS OF THE ROSE

RECOMMENDATION: Approve Proclamation recognizing Pacific Gas & Electric and The Knights of the Rose for coordination and purchase of a drone for the Monterey Peninsula Regional Emergency Coordination Center Drone Team (managed by the Seaside Fire Department).

C. APPROVE PROCLAMATION RECOGNIZING MAY 2022 AS NATIONAL WATER SAFETY MONTH

RECOMMENDATION: Recognition of May 2022 as National Water Safety Month

D. APPROVE A PROCLAMATION RECOGNIZING MAY 26, 2022 AS NATIONAL POPPY DAY

RECOMMENDATION: Approve proclamation recognizing May 26, 2022 as National Poppy Day, a symbol of remembrance and hope in the City of Seaside.

E. APPROVE A PROCLAMATION RECOGNIZING JUNE 2022 AS PRIDE MONTH IN THE CITY OF SEASIDE

RECOMMENDATION: Proclaim the month of June as Pride Month in the City of Seaside.

F. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM COMMUNITY PARTNERSHIP FOR YOUTH (CPY)

RECOMMENDATION: Approve a request from CPY for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs associated with their summer program.

G. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM THE MONTEREY HIGH SCHOOL, PARENT TEACHER STUDENT ASSOCIATION (PTSA)

RECOMMENDATION: Approve a request from Monterey High School PTSA for a donation of \$1,500.00 from the Mayor's Youth Fund for the costs associated with their Sober Graduation Night.

H. APPROVE A FEE WAIVER FROM SANTO NINO PRAYER CORPORATION FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR SANTO NINO FESTIVAL ON JULY 23, 2022

RECOMMENDATION: Approve the fee waiver request from the Santo Nino Prayer Corporation for the use of Laguna Grande Hall and kitchen, and require the organization to pay the non-refundable portion of the deposit.

I. ADOPT A RESOLUTION AUTHORIZING THE BLUE ZONES OF MONTEREY COUNTY SUPPORTED HEALTHY FOOD POLICY

RECOMMENDATION: Adopt a resolution authorizing the Blue Zone of Monterey County supported Health Food Policy.

J. FIREWORKS BOOTH AUTHORIZATION FOR THE SEASIDE DOLPHINS AQUATICS CLUB ON CITY OWNED PROPERTY LOCATED AT 490 BROADWAY AVENUE

RECOMMENDATION: Approve the request and authorize the City Manager to execute a Use Agreement with the Seaside Dolphins in accordance with the Draft Resolution.

9. PUBLIC HEARING

Public Hearings are held to receive public comment on certain items pending Council action. You are welcome to offer your comments after being recognized by the Mayor. The Council may limit the time allocated to each speaker. NOTICE CONCERNING YOUR LEGAL RIGHTS: If you challenge the City Council's zoning, planning, or land use decision in court, you may be limited to raising only those issues you or someone else raised at the public hearing on the matter, or in written correspondence delivered to the City at the time of or prior to the close of the public hearing. (Government Code section 65009(b).)

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. BUSINESS ITEMS

A. RECEIVE SUMMARY REPORT ON THE RESULTS AND RECOMMENDATIONS OF A PARKING STUDY IN SEASIDE'S DOWNTOWN WEST BROADWAY URBAN VILLAGE PREPARED BY DKS ASSOCIATES

RECOMMENDATION: Receive and file the Parking Study in Downtown West

Broadway Urban Village.

B. ADOPT A RESOLUTION APPROVING A LICENSE TO HL EXPRESS TO ESTABLISH A NEW MEDICAL/ADULT RECREATIONAL CANNABIS RETAIL OPERATION LOCATED AT 305 AMADOR AVENUE

RECOMMENDATION: Adopt a resolution approving a license to establish a new medical/adult recreational cannabis retail operation located at 305 Amador Avenue.

C. ADOPT RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS TO PERFORM DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES FOR CUTINO PARK IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$110,000.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a professional services agreement with Whitson Engineers to perform design, bidding, and construction phase services for Cutino Park for an amount not to exceed \$110,000.00.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

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

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

13. CLOSED SESSION

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

A. 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 Main Gate (Property bounded by Lightfighter, Divarty, Second Street and Highway 1)
Negotiations with: State of California
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: EXISTING LITIGATION

Petrovich, et al. v. City of Seaside, et al.
Superior Court of California, County of Monterey
Court case: 21-CV-003630

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

Potential Litigation (2 Matters)

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
June 2, 2022
5:00 PM

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

Agenda-related writings or documents provided during public meetings are available for public inspection

during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Governor Newsom's Executive Orders N-29-20 and N-33-20.



DRAFT MINUTES

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

JOINT MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, May 5, 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 (arrived at 5:57pm)
ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was led by Father Jon Perez, CSUMB Chaplaincy. The pledge was led by Council/Agency Member Garcia-Arrazola.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Vincent Lucido, Peter Kaiser, LisAnne Sawhney, Pastor Ronald Britt, Jeff Conduct, Lacy Raak, Pastor Harold Lusk, Pastor Kenneth Murray, Catherine Crockett

6. PUBLIC AGENCY COMMUNICATIONS

None.

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)

Mayor/Chair Oglesby presented a proclamation to the Monty Miller, Field Supervisor declaring May 15-21, 2022 as National Public Works Week.

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

Beth Rocha, Senior Planner introduced Jo Fleming and Jakki Castorena-Davila from Environmental Innovations to provide an update about the retail and restaurant plastics outreach.

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

Fire Chief Mary Gutierrez introduced Captain Jason Black. Captain Black provided a presentation and introduced the six new volunteer reserve firefighters.

Council/Agency Member Wizard arrived at 5:57 p.m.

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

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

8. CONSENT AGENDA

Item 8H was pulled by Council/Agency Member Campbell.

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve the consent agenda as presented, except for item 8H.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MEETING MINUTES FROM APRIL 21, 2022

ACTION: APPROVED

B. APPROVE AND FILE CITY CHECKS

ACTION: APPROVED & FILED

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

ACTION: APPROVED & FILED

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

ACTION: APPROVED

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

ACTION: APPROVED

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

ACTION: APPROVED

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

ACTION: APPROVED

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

On motion by Council/Agency Member Campbell and second by Council/Agency Member Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to 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.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #

I. ADOPT A RESOLUTION AUTHORIZING AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES IN AN AMOUNT

NOT TO EXCEED \$11,750.00

ACTION: ADOPTED RESO #

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

ACTION: PROCLAIMED

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

ACTION: PROCLAIMED

L. APPROVE PROCLAMATION RECOGNIZING MAY 2022 AS AFFORDABLE HOUSING MONTH

ACTION: PROCLAIMED

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

ACTION: ADOPTED RESO #

9. PUBLIC HEARING

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

This item was continued as the applicant was not personally notified.

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

None.

B. FOLLOW UP ON PREVIOUS REQUESTS

None.

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

Reports provided.

12. CLOSED SESSION

City Attorney Sheri Damon read the Closed Session items and did not anticipate any report of action. There were no comments from the public.

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

With no further business, the meeting adjourned at 7:42 p.m.

Respectfully submitted,

Dominique L. Davis, City/Agency Clerk

Ian N. Oglesby, Mayor/Chair

City of Seaside PROCLAMATION



Christian Knights of the Rose In Recognition

WHEREAS, We recognize the Christian Knights of the Rose, also known as the Knights of the Rose, for their receivership of the Pacific Gas & Electric's 2021 Better Together Giving Grant in the amount of Ten Thousand Dollars (\$10,000) to purchase upgraded drones for the Monterey Peninsula Regional Emergency Coordination Center Drone Team managed by the Seaside Fire Department; and

WHEREAS, California State University Monterey Bay, City of Marina, the City of Sand City, and the City of Seaside have formed a collaborative partnership and regional effort to prepare for; and respond to, mitigate, and recover from disasters of all kinds. They have established the Monterey Peninsula Regional Emergency Coordination Center (MPRECC). The MPRECC partners work closely with The County Office of Emergency Services and CAL-Fire; and

WHEREAS, The MPRECC partners have established a small Unmanned Aircraft System program that can be used across all public safety disciplines such as fire and police services; and

WHEREAS, The pilots are from the partner agencies both paid and volunteer. The team can assist with pre-planning for disasters, transmitting birds-eye video for a fire or roof top event, search & rescue, damage assessments after a natural disaster, flooding events, and much more; and

WHEREAS, The MPRECC Drone Program meets the intent of Pacific Gas & Electric's 2021 Better Together Giving Grant, however, lacked the non-profit status; and

WHEREAS, The Knights of the Rose maintains a 501C3 Non-Profit status with the State of California and the IRS for its ability to receive grants and give charitable contributions back to the local community; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Mayor Ian Oglesby, and the City Council of the City of Seaside hereby recognize and thank the Christian Knights of the Rose for its work with Pacific Gas & Electric for the 2021 Better Together Giving Grant funding in the amount of Ten Thousand Dollars (\$10,000) to purchase upgraded drones to support the MPRECC small Unmanned Aircraft System program managed by the Seaside Fire Department.

Ian N. Oglesby, Mayor
May 19, 2022

City of Seaside PROCLAMATION



Pacific Gas & Electric 2021 Better Together Giving Grant In Recognition

WHEREAS, We recognize Pacific Gas & Electric for their 2021 Better Together Giving Grant in the amount of Ten Thousand Dollars (\$10,000) to the non-profit Knights of the Rose for the purchase of upgraded drones for the Monterey Peninsula Regional Emergency Coordination Center Drone Team, managed by the Seaside Fire Department; and

WHEREAS, California State University Monterey Bay, City of Marina, the City of Sand City, and the City of Seaside have formed a collaborative partnership and regional effort to prepare for; and respond to, mitigate, and recover from disasters of all kinds. They have established the Monterey Peninsula Regional Emergency Coordination Center (MPRECC). The MPRECC partners work closely with The County Office of Emergency Services and CAL-Fire; and

WHEREAS, The MPRECC partners have established a small Unmanned Aircraft System program that can be used across all public safety disciplines such as fire and police services. Currently the Seaside Fire Department is the lead agency managing the program on behalf of the MPRECC with assistance from the partner agencies; and

WHEREAS, The pilots are from the partner agencies, both paid and volunteer. The team can assist with pre-planning for disasters, transmitting birds-eye video for a fire or roof top event, search & rescue, damage assessments after a natural disaster, flooding events, and much more; and

WHEREAS, many of the MPRECC Drone Program pilots are volunteers that are either retired or from the partner local fire and police agencies. The program is not one agency specific or one jurisdiction specific. Rather, the program and it's pilots are available to respond anywhere in Monterey County and can be requested by either fire or law. The MPRECC Drone Program meets the intent of PG&E's Better Together Giving Grant.

NOW, THEREFORE, BE IT PROCLAIMED that I, Mayor Ian Oglesby, and the City Council of the City of Seaside hereby recognize and thank Pacific Gas & Electric for its 2021 Better Together Giving grant funding in the amount of Ten Thousand Dollars (\$10,000) to the non-profit Knights of the Rose to support the MPRECC small Unmanned Aircraft System program managed by the Seaside Fire Department.

Ian N. Oglesby, Mayor
May 19, 2022



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: May 19, 2022

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING MAY 2022 AS
NATIONAL WATER SAFETY MONTH**

RECOMMENDATION

Recognition of May 2022 as National Water Safety Month

BACKGROUND

The American Red Cross, The National Recreation and Park Association, The California Park and Recreation Society, and the Association of Pool and Spa Professionals have combined efforts to educate Americans to be more "Water Aware" during National Water Safety Month.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. WSM.Proclamation 2022.docx
-

Reviewed for Submission to the City Council by:

Roberta Greathouse, Acting City Manager

City of Seaside PROCLAMATION



Water Safety Month May 2022

WHEREAS, *The American Red Cross, The National Recreation and Park Association, The California Park and Recreation Society and The Association of Pool and Spa Professionals have combined efforts to educate Americans to be more "Water Aware" during National Water Safety Month; and*

WHEREAS, *The City of Seaside offers swim lessons and lifeguarding classes and programs to people of all ages; and*

WHEREAS, *promoting water safety and providing education on preventing recreational water-related injuries, illnesses and deaths is paramount to our community especially during the summer months; and*

WHEREAS, *citizens of the City of Seaside recognize the vital role that safe swimming and aquatic-related activities play in good physical and mental health which enhance the quality of life for all people; and*

WHEREAS, *The City of Seaside is extremely proud of the swimming facilities and aquatic programs of this community located at The Pattullo Swim Center; and*

WHEREAS, *The City of Seaside's swimming facilities and programs provide a safe and healthy place to recreate, a place to learn and grow, to swim, to build self-esteem, confidence and a sense of self-worth which contributes to the quality of life in our community.*

NOW THEREFORE, BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, hereby declares **May 2022 as Water Safety Month** and urges all our citizens in Seaside to support and promote this observance.*

Ian N. Oglesby, Mayor

May 19, 2022



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dominique Davis, City Clerk

DATE: May 19, 2022

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING MAY 26, 2022 AS
NATIONAL POPPY DAY**

RECOMMENDATION

Approve proclamation recognizing May 26, 2022 as National Poppy Day, a symbol of remembrance and hope in the City of Seaside.

BACKGROUND

The American Legion, with the support of Congress, designated May 26 as National Poppy Day. This observance encourages Americans to wear or display a red poppy on this day as a symbol of remembrance and hope. This also provides an opportunity to educate the public about those service members who have made the ultimate sacrifice fighting for freedom.

The proclamation lends official recognition to the importance that all citizens, residents, and visitors in Seaside, CA join in observing this day to honor every service member who has died in the name of liberty, freedom and democracy.

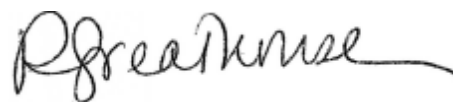
FISCAL IMPACT

None.

ATTACHMENTS

1. Poppy Day 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



RECOGNIZING NATIONAL POPPY DAY May 26, 2022

WHEREAS, *America is the land of freedom, preserved and protected willingly and freely by citizen soldiers; and*

WHEREAS, *Millions who have answered the call to arms have died on the field of battle; and*

WHEREAS, *A nation at peace must be reminded of the price of war and the debt owed to those who have died in war; and*

WHEREAS, *The red poppy has been designated as a symbol of sacrifice of lives in all wars; and*

WHEREAS, *The American Legion Auxiliary has pledged to remind America annually of this debt through the distribution of the memorial flower; and*

WHEREAS, *by proclaiming May 26, 2022 as **POPPY DAY** and ask that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on this day.*

NOW, THEREFORE BE IT PROCLAIMED, *Ian N. Oglesby Mayor of the City of Seaside, do hereby proclaim May 26, 2022, as **POPPY DAY** in the City of Seaside, symbolizing the City honor of the fallen and support the living who have worn our nation's uniform.*

*Ian N. Oglesby, Mayor
May 19, 2022*



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dominique Davis, City Clerk

DATE: May 19, 2022

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING JUNE 2022 AS
PRIDE MONTH IN THE CITY OF SEASIDE**

RECOMMENDATION

Proclaim the month of June as Pride Month in the City of Seaside.

BACKGROUND

Lesbian, Gay, Bisexual, Transgender and Queer/Questioning persons (LGBTQ+) Pride Month is currently celebrated each year in the month of June to honor and remember the 1969 Stonewall Riots.

FISCAL IMPACT

None

ATTACHMENTS

1. 2022 Pride Month Proclamation
-

Reviewed for Submission to the City Council by:

Roberta Greathouse, Acting City Manager

CITY OF SEASIDE PROCLAMATION



RECOGNIZING JUNE AS LGBTQ+ **PRIDE** MONTH June 2022

WHEREAS, the City of Seaside has a diverse Lesbian, Gay, Bisexual, Transgender and Queer/Questioning persons (LGBTQ+) community and is committed to celebrating and supporting visibility, dignity and equity for all people in the community; and

WHEREAS, many of our residents within the City of Seaside that contribute to the enrichment of our City are a part of the LGBTQ+ community; and

WHEREAS, The City of Seaside has a long and proud history of inclusion and civil rights; and

WHEREAS, the City of Seaside commends the bravery and courage of all those in the LGBTQ+ community that face adversity and various forms of violence; and

WHEREAS, The Supreme Court decision guaranteeing marriage equality in all 50 States was a historic victory for the LGBTQ+ community, yet our country still has far to go with respect to the equitable treatment of the LGBTQ+ community; and

WHEREAS, continued opposition and oppression against members of the LGBTQ+ community make it important for cities to stand up and show solidarity and support for our LGBTQ+ residents and the community at large; and

WHEREAS, several cities across the United States recognize and celebrate June as LGBTQ+ Pride Month, which has become a symbolic month in which the LGBTQ+ community and allies come together in various celebrations of pride; and

WHEREAS, City Hall will be lit in pride colors; and the pride flag will be flown for the month of June.

NOW, THEREFORE BE IT PROCLAIMED, Ian N. Oglesby Mayor of the City of Seaside, do hereby proclaim the month of June 2022, as **Lesbian, Gay, Bisexual, Transgender and Queer/Questioning Persons Pride month** in the City of Seaside, symbolizing the City's celebration of diversity.

Ian N. Oglesby, Mayor
May 19, 2022



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 19, 2022

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM COMMUNITY PARTNERSHIP FOR YOUTH (CPY)**

RECOMMENDATION

Approve a request from CPY for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs associated with their summer program.

BACKGROUND

Community Partnership for Youth is requesting a Three Thousand Dollar (\$3,000.00) donation from the Mayor's Youth Fund to help cover the cost associated with their summer program. They will use the funds for instructional, art, art supplies as well as transportation costs. Community Partnership for Youth provides many services to at risk youth in Seaside, including homework support, reading assistance, one-on-one mentorship, and life-skills guidance, along with other enrichment activities. This year they are concerned that many students have fallen behind academically and need one on one and small group tutoring as well as, recovery from behind a computer screen. The organization will continue to provide services with their small cohorts of McKinney Vento children at Ord Terrace Elementary School, Highland Elementary School, Del Rey Woods Elementary School and Martin Luther King School of the Arts. Community Partnership of Youth plans to continue with their twice a week food distributions in partnership with Monterey County Food Bank and ALL IN Monterey.

Recycling and teaching their students to care for their environment has always been a part of their culture. Maintaining the cleanliness of the Ord Terrance Campus and gardens will be a priority of their "Planet Rangers". This club was formed years ago to instill pride in the community and surroundings.

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 May 20, 2021 City Council meeting. They submitted their 2021 Mayor's Youth Fund Closing Report within the 60 day time frame.

FISCAL IMPACT

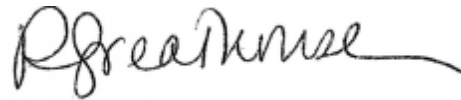
This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund Account is \$21,100.73. If the City Council approves this request, the balance will drop to \$18,100.73.

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. CPY Mayor's Youth Fund Request 2022
2. CPY - W-9 - 2022
3. Mayor's Youth Fund Closing Report - CPY 2021

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION:

Organization: Community Partnership for Youth (CPY)

Name of Applicant: Shari Hastey

Address: 775 Kimball City: Seaside State: CA

Phone: Office (831) 394-4279 Cell (831) 595-1471 Email: respect@cpy.org

Number of Participants: 225 + Seaside Residents / Students: 92 % Ages: 5 – 18

CRITERIA:

Applicants must meet at least one of the following criteria to be eligible for funding.

Please select one or more from the following list:

☒ Scholastic ☐ Athletic ☐ Music ☐ Environmental ☒ Art

Is funding a reward for one of these activities? ☐ No ☒ Yes, _____

Description of event, activity, or program funding pertains to: *(Attach additional information as necessary)*

CPY provides academic, social, creative, and emotional support in a disguised-learning environment. Students are assigned to small groups for six weeks. By working daily with individual students, mentor-tutors came to understand the often-complex needs and learning styles of each child.

This year we are concerned that many students have fallen behind academically and need one on one and small group tutoring. We know that children learn differently, have individual life experiences and CPY mentors will need to take a holistic review for each child. We know some need to be involved in organized sports, others art projects and others counseling for the trauma they have experienced in their lives.

We are excited to return "somewhat" to our scheduling of summers in the past. We do realize that we need to be aware of CDC guidelines and take all health precautions.

Our six weeks will be spent providing enrichment activities as well as disguised learning experiences. We realize there are so many unknowns, however, we are in the process of continuing our partnerships with Monterey Peninsula Ballet Theater that has provided dance lessons. The arts enhance self-expression and self-confidence. Activities with Kids Eat Right (Montage Health), Ventana Wilderness Alliance, Ventana Wildlife Society, MY Museum, The Wahine Project, will all be implemented, when possible, to expose our students to opportunities they would not otherwise have. We are grateful for our partnerships! A special emphasis is to get our kiddos out into nature. We are forming new partnerships with Point Lobos and Del Monte Forest to do this along with hikes in former Fort Ord lands.



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955

831-899-6800 | FAX: 831-718-8603

We also plan to continue with our weekly food distributions in partnership with Monterey County Food Bank and ALL IN Monterey. Many families still need the extra support.

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

We will use the funds for instructional, art, athletic supplies as well as transportation costs.(gas).

Recycling and teaching our students to care for their environment has always been a part of our culture. Maintaining the cleanliness of the Ord Terrace Campus and gardens will be a priority of our "Planet Rangers". This club was formed years ago to instill pride in our surroundings.

What other fundraising activities are you participating in to fund your event, program, or activity? What other funding sources will supplement your requests? CPY raises funds year around. Our sources are Businesses, Churches, Foundations, MPUSD, City of Seaside, Individuals, Service Clubs.

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

Applicant Signature:

Date: April 18, 2022

COMMUNITY PARTNERSHIP FOR YOUTH

2020 - 2021 STATISTICS

July - April (10 months)

Afterschool Mentor / Tutor Program																																						
Site	Ethnicity							Income			Gender		Percent of Low Income Families																									
	AA/Black	Asi	White	Latinx	Multi	Other	SPI	V. Low	Low	Mod	Female	Male																										
Dual Language Academy	109	1	4	12	81	11	0	0	78	14	12	54	55	84.4%																								
Del Rey Woods	111	0	0	4	98	9	0	0	110	0	1	57	54	99.1%																								
Highland	86	4	3	0	73	5	0	1	84	2	0	44	42	100.0%																								
King School of the Arts	90	0	2	3	77	8	0	0	85	2	3	33	57	96.7%																								
Ord Terrace	94	0	0	0	92	2	0	0	92	0	2	51	43	97.9%																								
	490	5	9	19	421	35	0	1	449	18	18	239	251	95.3%																								
Community Cares - July - Unduplicated																																						
King School of the Arts	79	3	0	0	69	7	0	0	79	0	0	48	31	100.0%																								
High School Life Skills																																						
Leadership/Job Skills	21	0	1	1	18	1	0	0	18	2	1	12	9	95%																								
PROGRAM TOTAL	590	8	10	20	508	43	0	1	546	20	19	299	291	95.9%																								
Percentage		1.4%	1.7%	3.4%	####	7.3%	0.0%	0.2%	92.5%	3.4%	3.2%	50.7%	49.3%																									
<table><tr><th colspan="2">Grades</th></tr><tr><td>Del Rey Woods</td><td>121 TK 10</td></tr><tr><td>DLAMP</td><td>110 Kinder 61</td></tr><tr><td>Highland</td><td>106 1st 97</td></tr><tr><td>M.L. King</td><td>106 2nd 74</td></tr><tr><td>Marshall</td><td>2 3rd 78</td></tr><tr><td>Monterey High</td><td>13 4th 83</td></tr><tr><td>Ord Terrace</td><td>111 5th 77</td></tr><tr><td>Other</td><td>0 6th 74</td></tr><tr><td>Seaside Middle</td><td>11 7th 10</td></tr><tr><td>Seaside High</td><td>8 8th 5</td></tr><tr><td>Walter Colton Middle</td><td>2</td></tr></table>															Grades		Del Rey Woods	121 TK 10	DLAMP	110 Kinder 61	Highland	106 1st 97	M.L. King	106 2nd 74	Marshall	2 3rd 78	Monterey High	13 4th 83	Ord Terrace	111 5th 77	Other	0 6th 74	Seaside Middle	11 7th 10	Seaside High	8 8th 5	Walter Colton Middle	2
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Events	42																																					

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Community Partnership for Youth	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☒ Other (see instructions) ▶ Non Profit 501c3	
	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.) 775 Kimball Avenue	Requester's name and address (optional) City of Seaside
	6 City, state, and ZIP code Seaside, CA 93955	400 Harcourt 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number								
			-				-	
or								
Employer identification number								
7	7	-	0	3	1	0	2	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>Anaxix Hutey</i>	Date ▶ <i>4.18.22</i>
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Fun was approved by council: May 20, 2021

Name of Organization: Community Partnership for Youth (CPY)

Contact: Shari Hastey

Address: 775 Kimball Avenue, Suite 101, Seaside, CA 93955

E-mail Address: respect@cpy.org Phone Number: Work: (831) 394-4279

Amount of Donation Received: \$3,000

What items were purchase with Mayor's Youth Fund Donation? **None**

The Mayor's Youth Fund Grant funds were used in support of our small cohorts of McKinney Vento and Special needs kiddos at Ord Terrace, Highland, Del Rey Woods and M.L. King School of the Arts. June was spent with CPY mentors being on the 4 campuses supporting the school and teachers in the mornings and then CPY provided enrichment activities in the afternoons.

July was spent providing enrichment activities as well as disguised learning experiences. New books and art supplies along with sports equipment were enthusiastically welcomed by the students. The first week our students learned leadership through surfing. Please check out our Facebook page to see picture of the various activities. <https://www.facebook.com/CPY4kids>

We continued with a weekly food distribution in partnership with Monterey County Food Bank and ALL IN Monterey. Many families still need the extra support.

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.

Our ongoing club "Planet Rangers" continued to have work on the 4 campuses cleaning-up their school campuses several times a week. In all our programs we are endeavoring to be plastic free. We sent our latest mural RESPECT which is made from colored bottle tops.



Signature: _____

Date: August 3, 2021

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



**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 19, 2022

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM THE MONTEREY HIGH SCHOOL, PARENT TEACHER
STUDENT ASSOCIATION (PTSA)**

RECOMMENDATION

Approve a request from Monterey High School PTSA for a donation of \$1,500.00 from the Mayor's Youth Fund for the costs associated with their Sober Graduation Night.

BACKGROUND

Monterey High School PTSA is requesting a donation of \$1,500.00 from the Mayor's Youth Fund to cover the costs associated with their Sober Graduation Night. Their event is a safe and sober celebration for their graduating seniors the night of graduation. Beginning at 9:00 p.m. until 5:00 a.m. they will have music, games, prizes, food and other activities for the graduates to enjoy.

The Monterey High School PTSA have implemented several things over the past few years to support reducing, recycling and reusing. Around 75 percent of their correspondence is done electronically instead of sending out letters through the mail, which eliminates the use of a lot of paper. They use their decorations for their events from year to year instead of throwing them away. Many items are reusable or repurposed for another use. The prizes for the graduates are items that can be reused and recycled; like metal straws, reusable cups, reusable bottles, reusable bags, etc.

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

FISCAL IMPACT

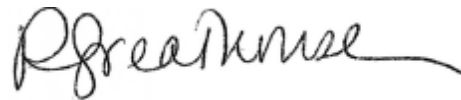
This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund Account is \$18,100.73. If the City Council approves this request, the balance will drop to \$16,600.73.

In the event that all of the funds in the Mayor's Youth Fund become exhausted, staff will keep a file of all applications. Once Green Waste issues the next round of funding, all applications on file will be processed at the next available City Council Meeting.

ATTACHMENTS

1. MYF Monterey High School PTSA 2022
 2. MHS Sober Graduation Letter 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



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

986 Hilby Avenue, Seaside CA 93955
831-899-6800 | FAX: 831-718-8603

MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION:

Organization: Monterey High School Sober Grad
Name of Applicant: MHS PTSA - Contact - Carol Royal ^{831 809-8901}
Address: 101 Herrmann Dr. City: Monterey State: CA
Phone: 831-809-8901 Email: @seaside Carolr1262@aol.com
Number of Participants: 300 Seaside Residents / Students: 55 % Ages: 16-18

CRITERIA:

Applicants must meet at least one of the following criteria to be eligible for funding.

Please select one or more from the following list:

☒ Scholastic ☐ Athletic ☐ Music ☐ Environmental ☐ Art

Is funding a reward for one of these activities? ☐ No ☒ Yes, Safe & Sober celebration for our graduating seniors.

Description of event, activity, or program funding pertains to: (Attach additional information as necessary)

This is a Safe & Sober celebration for our graduating seniors the night of graduation. Beginning at 9pm until 5am we will have music, games, prizes, food and other activities for the graduates to enjoy. I have also attached a copy of our donation letter with more information.

Description of how funds will be specifically used for youth groups, activities and events, and has a nexus to the goals of recycling, cleanup or "green" sustainability to insure a healthy environment: All funds we receive go directly to support this event and will help to pay for the entertainment, prizes and other activities. It will also help to cover the fee for the school facility (custodial fees) & security.

We are very low on funds this year so your donation would be greatly appreciated.

What other fundraising activities are you participating in to fund your event, program, or activity?

What other funding sources will supplement your requests? We have been holding fundraisers at local restaurants. We are also looking to parents, community members and other businesses for donations.

Total Amount Requested: (See contribution limits) \$1,000 - 1,500

Applicant Signature: Carol J Royal
Sober Grad Committee

Date: 4/28/22
Page 3 of 4

We have implemented several things over the past few years and going forward to support reducing, recycling and reusing:

• Around 75% of our correspondence is now done electronically instead of sending out letters through the mail. Eliminating the use of a lot of paper.

• We are using our decorations for the events from year to year instead of throwing them away. Many items we are now able to use again or repurpose for another use.

• We will also have recycling bins located around the event so that the guests will be able to recycle any recyclable items.

• If we can obtain enough funds, we also hope to be able to purchase prizes for our graduates that will carry on the values of reuse and recycle like metal straws, reusable cups/water bottles, reusable bags, etc.

Let me know if you need anything else.

Thank you,
Carol Royal
MHS Sober Grad Committee



Monterey High Sober Graduation Night
June 3, 2022
Monterey High School PTSA
EIN: 23-7040695

Dear Monterey High School Families and Community Members:

Graduation Night: A night of Passage, Exhilaration, Freedom and Celebration! Unfortunately, all too often this celebration entails drinking, driving and far too many fatalities. Statistics show that the night of high school graduation is one of the most dangerous nights in these young people's lives. It is our goal to keep ALL of our students safe.

High Schools throughout California host Sober Grad Night Events where their graduating students can celebrate in a fun-filled and safe environment without putting themselves at risk. These events are alcohol free, drug free and supervised.

For its 31st year, Monterey High School, PTSA in conjunction with parents, and our community are coming together to create a spectacular and safe celebration for our graduates scheduled for June 3, from 9:00 pm until 5:00 am. We work for weeks to transform Harmon Gym or Center of School (COS) into an amazing and unrecognizable space with entertainment, music, food and prizes. We anticipate close to 100% of the 324 students in the graduating class to attend.

These are challenging times for all of us, and we hope that you are in good spirits and good health! We understand the impact the pandemic has caused, so we are seeking any help you can give to ensure the Class of 2022 will have a graduation extravaganza they will always remember. As you can imagine, it takes months of volunteers working hard towards making this special night a reality. It takes approximately \$20,000 and a work force of about 100 volunteers prior, during, and post the actual event to make this celebration successful. Prizes, volunteers, water, sodas and very important much needed financial donations...all help to reach this goal.

We thank you for your tax-free donation as it allows our children to celebrate their graduation in a safe and secure environment. Your generosity will help keep this tradition alive. If you are interested in volunteering, please contact us.

Please mail donations to:

Monterey High School
Sober Grad Night
101 Herman Drive
Monterey, CA. 93940

We thank you and greatly appreciate your contribution. Please email us your contact information to mhssobergrad@gmail.com.

With great sincerity,

Kaytie Tong, Jennifer Gibbs, Sami Kern, Carol Royal
Sober Grad Committee -2022



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: May 19, 2022

SUBJECT: APPROVE A FEE WAIVER FROM SANTO NINO PRAYER CORPORATION FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR SANTO NINO FESTIVAL ON JULY 23, 2022

RECOMMENDATION

Approve the fee waiver request from the Santo Nino Prayer Corporation for the use of Laguna Grande Hall and kitchen, and require the organization to pay the non-refundable portion of the deposit.

BACKGROUND

The Santo Nino Prayer Corporation is requesting a fee waiver to help cover the cost associated with their Santo Nina Festival in the Laguna Grande Hall and kitchen at the Oldemeyer Center on Saturday, July 23, 2022, from 8:00 a.m. to 7:00 p.m. The Santo Nino Festival is a fund-raising luncheon that benefits low-income families throughout Monterey County. The funds that are raised are used to purchase school supplies, provide scholarships, and to provide food for families in need in the community.

This is the first time that the Santo Nino Prayer Corporation has requested a fee waiver. Staff recommends that the fees be waived for the rental cost of the facility and that the organization 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:

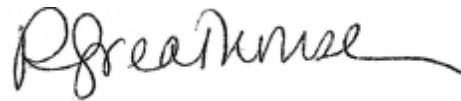
Laguna Grande Hall & Kitchen	11 Hours @ \$56.25	\$618.76
Insurance		\$115.00
<u>Deposit Non-Refundable</u>		<u>\$ 92.25</u>
TOTAL		\$826.01

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 \$733.76.

ATTACHMENTS

1. Santo Nino Prayer Corporation Fee Waiver Request 2022
2. Santo Nino Prayer Corporation 501(3)(1) 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: Santo Nino Prayer Corporation
Name of Applicant: Nelia Zapanta
Address: 144 Lakewood Dr City: Marina State: 93933
Phone: 831-241-1962 Email: rebkcordell@gmail.com

EVENT INFORMATION:

Event Title: Santo Nino Festival
Event Description: Fundraising for the community
Event Date: July 23, 2022 Room(s) Requested: Laguna Grande Hall
Time (including set-up): 8:00 a.m. - 7:00 p.m. Approximate Number of Guests: 200 Combo

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: To benefit children in the community.

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

What is your organization's tax identification number? EIN: 81-3048303

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

Is your organization based in Seaside?

☐ Yes ☒ No

Is your organization able to provide liability insurance?

☐ Yes ☒ No

Will alcohol be served or sold at your event?

☐ Yes ☒ No

Applicant Signature: Nelia Zapanta

Date: April 29 2022

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: Nelia Zapanta

Date: April 29 2022

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.**



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 06-24-2016

Employer Identification Number:
81-3048303

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

SANTO NINO PRAYER CORPORATION
% JOSH STEWART
144 LAKEWOOD DR
MARINA, CA 93933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-3048303. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

03/15/2017

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is SANT. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.I.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Dan Meewis, Recreation Director

DATE: May 19, 2022

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE BLUE ZONES OF
MONTEREY COUNTY SUPPORTED HEALTHY FOOD POLICY**

RECOMMENDATION

Adopt a resolution authorizing the Blue Zone of Monterey County supported Health Food Policy.

BACKGROUND

On September 16, 2021, the City Council adopted a resolution in support of the Blue Zones Project of Monterey County. One of the policy focal points for the Blue Zones Project is "Food Environment". In order for the City to reach a Blue Zones Project certification in Food Policy, the following targets need to be met:

- Implement a food marquee project.
- Adopt a minimum of three local policies, plans or sustainable programs.
- Implement one capacity building initiative.
- Contribute to advocacy of at least one county policy plan or program.

The Healthy Food Policy is the first step in the process for the City of Seaside to obtain a Food Policy Certification with the Blue Zones Project of Monterey County. This policy supports healthy living by ensuring that food and beverages offered, purchased, and provided by the City are of maximum nutritional value, and will support the City's efforts to foster health and create work environments in which opportunities to eat healthily are accessible and achievable for all staff and participants of City-sponsored programs and events.

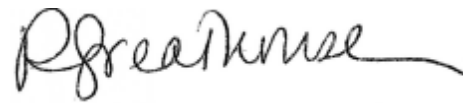
FISCAL IMPACT

There is no fiscal impact with this item.

ATTACHMENTS

1. Vending Toolkit
 2. Catering Toolkit
 3. Healthy Food Policy
 4. Blue Zones Healthy Food and Beverage Suggestions
 5. Healthy Food Policy Resolution
-

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting City Manager



BLUE ZONES PROJECT
by sharecare

TOOLKIT: **Healthy Vending Options**

Blue Zones-certified worksites support well-being by ensuring the healthy choice is the easy choice in vending machines for people at work.

ABOUT 100 MILLION AMERICANS USE ONE OF THE NATION'S 7 MILLION VENDING MACHINES EVERY DAY.ⁱ People use at least one third of these vending machines while at work.ⁱⁱ Packaged foods and beverages—high in sugar and saturated fat—are often the main features in vending machines^{iii, iv} These types of beverages and “ultra-processed foods,”^{1,v} account for over half of American’s energy intake and 90% of added sugar intake.^{vi}

Nutrition experts increasingly recommend diets based mostly on unprocessed or minimally processed foods, while avoiding consumption of ultra-processed foods.^{vii, viii, ix} This well-established research suggests that significant change is in order for conventional vending options to ensure these foods support health and well-being.

This toolkit offers guidelines, best practices, and resources for adopting worksite vending policies and best practices that will make your worksite stand out as a leader in health and well-being.

WHAT’S INSIDE:

-  ***What’s Involved*** - A description of the phases and components involved in shifting to healthier vending options
-  ***What To Do*** - Step-by-step best practices to improve the nutritional value of vending options that can be phased in over time
-  ***What’s Out There*** - Case studies that describe what worksites across the country are doing to offer healthy options in their vending machines
-  ***What’s Healthy*** - Blue Zones-approved nutrition guidelines for foods and beverages sold in vending machines
-  ***What’s Helpful*** - Useful resources that offer a deeper dive and useful information to guide your efforts to improve the nutritional value of your vending options

¹Ultra-processed foods are one of four food groups in the NOVA food classification system (which classifies foods according to the extent and purpose of food processing), rather than in terms of nutrients.

WHAT'S INVOLVED

What are the stages of changing vending options?

Removing unhealthy options is a major and beneficial step in reducing access to unhealthy foods. It can reduce unnecessary snacking.^x Offering an entirely or mostly healthy product mix is a reliable strategy to support employee health, sends clear signals about worksite culture and values, and encourage healthy choices—without reducing sales revenue!^{xi, xii} Simply promoting healthy vending choices or improving information (i.e. calorie labeling) while retaining mostly unhealthy options is unlikely to make an impact.

There are several steps involved in shifting the kinds of options you provide to employees in your vending machines. Each step requires time, leadership, and engagement of relevant stakeholders. This toolkit offers guidance for each step in the process; check the resources section of this toolkit to find online resources to support your work.



1. INFORMATION

- Determine which vending machines you would like to change
- Identify what changes you'd like to make to the offerings (e.g., healthy beverages; no chips)



2. PARTNERS

- Survey employees to find out what they would like to see
- Engage purchasing director and vending company



3. LEADERSHIP

- Gain support from relevant leadership to approve vending policy changes



4. GUIDELINES/POLICY

- Review and approve Blue Zones vending nutrition guidelines
- Draft and approve policy or mechanism describing guidelines



5. ROADBLOCKS

- Communicate health benefits to allay resistance



6. IMPLEMENTATION

- ID champion to lead implementation
- Pilot options with taste tests
- Phase in healthy items

Make sure at every stage, you are:

- CONNECTING AND ENGAGING – Ask people what they'd like to see
- COMMUNICATING AND INCLUDING – Share progress and involve people in decision-making and implementation
- PHASING IN – Make gradual changes to help consumers and your vending companies adjust; improve approach guided by feedback

WHAT TO DO

What can we do to improve the nutritional value of our vending options?

This ‘cheat sheet’ is a helpful roadmap for the best practices to make sure your vending program aligns with Blue Zones-approved nutrition guidelines. Implementing each of these three phases in a sequential way can help everyone get used to the new approach, from employees to leadership to your vending machine supplier.

Using a range of strategies to support healthy choices, such as providing a healthy product mix, preferred placement of healthy options, subsidizing the cost of healthy options (and/or increasing the price of less nutritious options), and marketing healthy options, can help generate support for the changes and encourage healthy behaviors. Remember, it’s not just what’s in the machine, it’s the prompts and encouragement that help change behavior. Placing preferred products in more desirable spots in a vending machine, using differential pricing (subsidizing healthy options, or increasing cost of less healthy options), and marketing healthy products (using color-coded signs) can be helpful. Layering these strategies on to a changed product mix provides multiple nudges to support healthy choices.^{xiii, xiv}

What To Do	What’s Involved	Getting Started	Making Progress	Healthy Vending ★ Champions ★
Engage and foster buy-in	Thoughtful processes to communicate, include, and obtain feedback from employees sets the stage for change and acceptance	Talk to employees before making changes, emphasizing how new vending practices will align with Blue Zones worksite certification. Emphasize the positive vision of health and well-being for all. Vending changes are least popular when first proposed or ‘on paper.’	Continue to engage employees about items phased in and out to gauge support and integrate feedback. Expect some push-back, and for the pushback to fade. Some tension, especially in the beginning, is a natural part of the change process and should fade over time. Offer taste tests of new items to employees, taking their preferences into account.	Once implemented, changes are much more likely to be accepted. ^{xv}

What To Do	What's Involved	Getting Started	Making Progress	Healthy Vending ★ Champions ★
Do your homework.	Assessment; policy & guidelines approval; and contract negotiation are three key steps in the change process.	If desired, conduct vending machine assessment to guide priorities and identify needs. You can do your own assessment or use this tool - http://www.nems-v.com/ Adopt Blue Zones healthy vending guidelines.	Share healthy vending guidelines and planned changes with vending machine company.	Renegotiate contracts with your current supplier or change suppliers if they cannot meet your vending requirements. Resources below provide a sample healthy vending contract and other resources to guide you through the vendor engagement and negotiation process.
Phase in Healthy Options	Gradual introduction and promotion of new products helps vending machine contractors and employees alike adjust to new changes.	Eliminate energy drinks from vending machine. Introduce at least two healthy beverage selections in the vending machine (unsweetened still and sparkling water; unsweetened iced tea). Introduce at least two healthy food options in the vending machine (dry roasted almonds, trail mix) that comply with recommended serving sizes in Blue Zones vending machine guidelines.	Ensure 50% of items sold in vending machines conform to Blue Zones nutrition guidelines. Place healthy options in most visible places inside vending machines; place unhealthy options at the bottom of the machine. Add branded Blue Zones window clings and color-coded signage to promote healthy options.	Ensure all items sold in vending machine comply with Blue Zones vending nutrition guidelines. Make other positive changes to the food environment while changing vending practices—such as making sure that cool, clean water easily accessible and free of cost. Some employers have replaced their vending machines with bowls of fruit and clean, cool water in the breakroom to great success.

If you want to ensure your efforts to offer healthier items are successful, here's a short list of things you should avoid doing:

- ✗ Don't make changes before engaging staff and other stakeholders
- ✗ Don't emphasize the unhealthiness of existing options and the importance of taking them out of machines
- ✗ Don't roll back recent or intended changes at the first sign of discontent. Stay the course!
- ✗ Don't make minimal changes to product mix (unless options offered are already healthy)
- ✗ Don't place healthy options at the bottom of machines, or in other less preferred locations
- ✗ Don't implement product option, placement, pricing, and promotion strategies individually. Research demonstrates that these strategies are most effective when implemented together (i.e. subsidizing and promoting healthy options)

Nutrition Guidelines for Food and Beverages Sold in Vending Machines

Globally, nutrition experts increasingly recommend diets based mostly on unprocessed or minimally processed foods, while avoiding consumption of ultra-processed foods.^{x, xi, xii} These guidelines can help determine your decisions for what food and beverages to order from caterers and serve at your meetings/events. These recommendations comply with Blue Zones-approved nutrition guidelines.

VENDING CATEGORY	NUTRITION RECOMMENDATIONS	PORTION RECOMMENDATION	EXAMPLES/IDEAS
Water	Provide access to free, chilled, potable water in addition to vended beverages Plain and carbonated water with no caloric or artificial sweeteners	None	Install one or several drinking fountains with water bottle filling option
Milk	Cow's milk should be 1% fat or less Plant-based milks should be fortified with calcium and vitamin D, and unsweetened Total calories should be less than 150 calories per 8oz serving for all milks	≤ 12 oz	
Juice	100% fruit or vegetable juice with no added sweeteners	Standard serving of juice is 4oz. Vended options should be ≤ 12 oz, if possible	Bottled juice 100% fruit juice boxes/pouches Fruit/vegetable juice mixes
Coffee/Tea	Offer caffeinated and decaf options, both unsweetened Provide sugar and other additions as options on the side	None	
Sports/Energy Drinks	Sports drinks are not recommended unless at a facility where people are doing vigorous physical activity and have a need for them Energy drinks are not recommended.		
Soda	Worksite are encouraged to eliminate soda from their vending operations If soda is offered, provide 1-2 options each of regular and diet soda		

Packaged Foods/Snacks	General guidance: When selecting snack options, include a mix of sweet/savory snacks as well as snacks that provide variety and options in terms of the three macronutrients (the nutrients that provide energy): protein, carbohydrate, and fat.		
Calories	≤ 250 calories per serving	Select packages that contain no more than 1 serving per package	Ideas for vended snacks: ✓ Packages of nuts like almonds, cashews, peanuts etc. (choose unsalted or lightly salted) ✓ Look for ingredients such as “whole grain, whole wheat” ✓ Whole grain crackers ✓ Fresh fruit ✓ Fresh vegetables ✓ Trail mix with nuts, seeds & dried fruit or chocolate pieces ✓ Whole grain cereal ✓ Hummus w/pretzels or pita ✓ No-sugar added applesauce cups ✓ Single serve yogurt or cottage cheese ✓ String cheese ✓ Baked chips or pita chips ✓ Plain oatmeal packets (dried – if hot water is available)
Fat	Trans fat free	For nuts, serving size should be ≤ 1.5oz	
Sodium	Choose lower-sodium options, ideally ≤240mg sodium per serving		
Entrees			
Calories	≤400 kcal per package/item		
Total Fat	≤ 35% of calories from fat		
Sodium	≤480 mg per package/item		

WHAT'S OUT THERE

When and where it works: case studies of healthy vending

Employers and communities of all sizes across the country are implementing healthy vending policies. Here are some examples of worksites around the country that have introduced healthy vending policies and nutritious options in their vending machines and provide creative, ongoing ways to ensure these changes are successful:

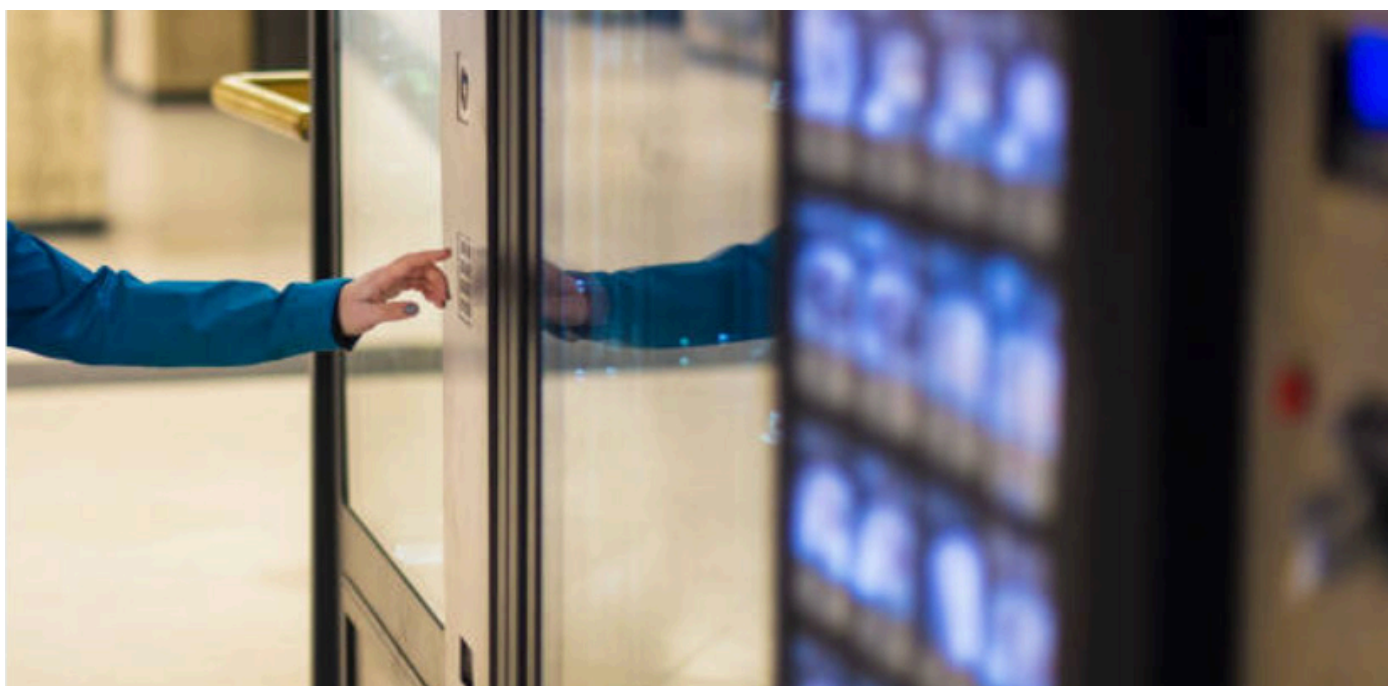
- » THE STATE OF ALABAMA implemented a healthy vending policy across numerous state buildings, requiring 50% of foods and 100% of beverages sold to meet nutritional guidelines. They conducted ongoing marketing and promotions, including taste tests to promote consumer acceptance. A growing number of worksites in Alabama are shifting to a healthy vending approach. After an initial dip in sales, overall vending sales increased, over 90% of employees in these worksites are now able to identify healthy vending options, and employees are highly satisfied with the changes.^{xxix}
- » SAN DIEGO COUNTY approved a healthy vending policy. For county facilities that serve youth, 100% of food and beverages sold in vending machines must meet nutrition standards outlined in the policy. All other county facilities must offer 50% of vending options that comply with nutrition standards. Vending machine use and revenue have remained stable before and after implementation of this policy.^{xx}
- » DALLAS COUNTY, IOWA, requires all of its vending machines to feature at least 30% healthy items, which has been adopted by two other counties. Every vending machine features an easy-to-understand healthy food coding system, so people can easily select the healthy item at a glance. This strategy for improving the nutritional quality of vended foods has been expanded statewide.^{xxi}
- » NEW YORK CITY has a healthy vending policy in place that dictates marketing, nutrition education, and pricing to encourage healthy choices. The City must approve any promotional materials featured on the exterior panels of the vending machine; only healthy options may be promoted. Pricing should encourage healthy choices, where healthiest options are the lowest cost. Water must be placed in the highest selling position in the machine, and high calorie beverages must be placed in the lowest selling position. These standards have increased the availability of healthy foods throughout the city. Many vendors have adjusted their sourcing practices and numerous manufacturers have reformulated their products to comply with these new standards.^{xxii}
- » BALDWIN PARK, CALIFORNIA, provides required yearly training for city staff to ensure compliance with healthy vending regulations. This ensures ongoing adherence to the policy and enables staff to keep on top of trends and new healthy options. During the initial six months, the city experienced a dip in sales, but after six months revenue returned to and stayed at previous levels.^{xxiii}

WHAT'S HELPFUL

What resources are available, if we're thinking about changing our vending machine offerings?

If you're thinking about improving the nutritional quality of food options in your vending machines, there are a lot of publicly available toolkits, sample policies, and vending contracts. Don't reinvent the wheel! Instead, take full advantage of the good work that has already been done. Here are several of the nation's best healthy vending resources:

- **Public Places Should Offer Better Options: It's time to Restock our Future** (Voices for Healthy Kids): A superb set of resources for getting started with healthy vending, developing guidelines and policies, implementation, financial implications, and tips for working with vendors
- **Healthy Workplace Food and Beverage Toolkit** (American Heart Association, American Stroke Association): See pages 7-10 for getting started, and pages 19 and 20 for tips on vending
- **Making Change: A Guide to Healthier Vending for Municipalities** (ChangeLab Solutions)
- **Model Healthy Municipal Snack and Beverage Vending Agreement** (ChangeLab Solutions): Sample vendor contract language to implement a healthy vending policy
- **King County Healthy Vending Guidelines** (Public Health—Seattle & King County): A widely-cited example of healthy vending guidelines adopted by a U.S. County
- **King County Healthy Vending Implementation Toolkit** (Public Health—Seattle & King County): An accompanying guide for developing and implementing a healthy vending policy
- **Healthy Choice Options in Vending Machines on County Property** (County of San Diego, CA): Another example of healthy vending policy language



- i Geerdes R. Industry Backgrounder: Vending and the Technological Revolution. National Automatic Merchandizing Association. Retrieved from <http://www.balancedforlife.net/pdf/About%20Vending.pdf>.
- ii Ibid.
- iii Park H, Papadaki A (2016). Nutritional value of foods sold in vending machines in a UK university: Formative, cross-sectional research to inform an environmental intervention. *Appetite*, 96, pp. 517-525.
- iv Raposo A, et al. (2016). Vending machine foods: Evaluation of nutritional composition. *Italian Journal of Food Science*, 28, pp. 448-463.
- v Monteiro C, et al. (2016). NOVA: The star shines bright. *World Nutrition* 7(1-3), pp. 28-38.
- vi Steele E, et al. (2016). Ultra-processed foods and added sugars in the US diet: Evidence from a nationally representative cross-sectional study. *BMJ Open*, 6:e009892. doi:10.1136/bmjopen-2015-009892
- vii Ministry of Health of Brazil (2015). Dietary guidelines for the Brazilian population. Retrieved from http://bvsms.saude.gov.br/bvs/publicacoes/dietary_guidelines_brazilian_population.pdf.
- viii Willett W, et al. (2019). Food in the anthropocene: the EAT-Lancet Commission on healthy diets from sustainable food systems. *The Lancet*. doi: 10.1016/S0140-6736(18)31788-4.
- ix County of San Diego. County of San Diego Eat Well Practices. Retrieved from http://www.livewellsd.org/content/dam/livewell/topics/Eat-Well-Practices/PDFs_EatWell/Eat%20Well%20Practices.pdf.
- x Cohen, D (2018). Junk food havens: Vending machines don't belong in the workplace. *The Rand Blog*. Retrieved from <https://www.rand.org/blog/2018/06/junk-food-havens-vending-machines-dont-belong-in-the.html>.
- xi See literature review in Bos C, Lans I, Kleef E, Trijp H (2018). Promoting healthy choices from vending machines: Effectiveness and consumer evaluations of four types of interventions. *Food Policy*, 79, pp. 247-255.
- xii Hua S, et al. (2017). Health Promotion and Healthier Products Increase Vending Purchases: A Randomized Factorial Trial. *Journal of the Academy of Nutrition and Dietetics*, 117(7), pp. 1057-1065. doi: 10.1016/j.jand.2016.12.006.
- xiii See literature review in Bos C, Lans I, Kleef E, Trijp H (2018). Promoting healthy choices from vending machines: Effectiveness and consumer evaluations of four types of interventions. *Food Policy*, 79, pp. 247-255.
- xiv Hua SV et al. (2017).
- xv Bos C, Lans I, Kleef E, Trijp H (2018). Promoting healthy choices from vending machines: Effectiveness and consumer evaluations of four types of interventions. *Food Policy*, 79, pp. 247-255.
- xvi Ministry of Health of Brazil (2015). Dietary guidelines for the Brazilian population. Retrieved from http://bvsms.saude.gov.br/bvs/publicacoes/dietary_guidelines_brazilian_population.pdf.
- xvii Willett W, et al. (2019). Food in the anthropocene: the EAT-Lancet Commission on healthy diets from sustainable food systems. *The Lancet*. doi: 10.1016/S0140-6736(18)31788-4.
- xviii County of San Diego. County of San Diego Eat Well Practices. Retrieved from http://www.livewellsd.org/content/dam/livewell/topics/Eat-Well-Practices/PDFs_EatWell/Eat%20Well%20Practices.pdf.
- xix Alabama Department of Public Health Nutrition and Physical Activity Division (2012). Evaluation of the Good Choice Program: A Vending Machine Intervention in Alabama. Retrieved from: www.adph.org/nutrition/assets/AHVMPEvaluation2012.pdf.
- xx Cox, S. (2011). *Tasteful Change: Lessons in Healthier Vending from US Cities*. Congressional Hunger Center. Retrieved at <https://www.hungercenter.org/wp-content/uploads/2011/07/TastefulChange-Cox.pdf>.
- xxi Voss, C. and Klein, K. (2011). Healthy Vending Machine Project. Retrieved at: <https://www.slideshare.net/hpcareernet/state-of-wellness-healthy-vending-programs>
- xxii California Health in all Policies Task Force (2016). *Healthy Food Procurement: Case Stories*. Retrieved at: sgc.ca.gov/programs/hiap/docs/20170221-HealthyFoodProcurement-CaseStories.pdf
- xxiii Galindo R. "Achieving a Healthy Community." PowerPoint Presentation, September 29, 2010. Accessed at http://www.achievecommunities.org/resources/upload/225_resource_file2.pdf on March 14, 2017.





BLUE ZONES PROJECT
by sharecare

HEALTHY CATERING TOOLKIT

Make the healthy choice the easy choice
at meetings and events.

HEALTHY EATING IS NOT JUST ABOUT WHAT WE EAT, BUT ALSO HOW WE EAT. Food provided during meetings, events, conferences, and other worksite functions connect what's on employees' plates to your organization's commitment to health. These settings also present an opportunity to make the healthy choice the easy choice, while fostering a culture of health and community for employees.

This toolkit offers Blue Zones-approved guidelines, recommendations, and resources to shape your organization's approach to catering, meetings, and events. What food is offered, how people eat, and what kind of time they have available for eating are all important factors in promoting healthy eating behaviors.

WHAT'S INSIDE:



Best practices to improve the nutritional quality of foods offered at meetings and events and by caterers, including do's and don'ts, as well as phased, easy steps you can take over time



Summary of do's and don'ts to share with decision-makers and caterers



Detailed Blue Zones-approved nutrition guidelines for foods and beverages served at work



A helpful case study that describes how a worksite can use a healthier approach to serving food at meetings and events



Sample menus for breakfasts, breaks, lunch and dinner, and celebrations that you can share with caterers or your foodservice to ensure your foods match up to Blue Zones nutrition guidelines



Useful resources that offer a deeper dive and useful information to guide your efforts to improve the nutritional quality of foods offered at meetings and events and by caterers

WHAT SHOULD WE DO?

Best Practices for Healthy Meetings and Events

There are a range of things your worksite can do to provide employees with nourishing options at meetings and events, fostering healthier habits and a sense of connection around meals and food, and working with vendors who can meet your nutritional requirements. It can help to phase in this new approach, but it's worth it.

Here's why it matters. Employees rushing through "working lunches" in long meetings, eating alone at their desks, or skipping meals altogether are increasingly the norm. Emerging evidence suggests this approach is unhealthy. For example, eating alone is associated with eating less healthy foods, poorer health outcomes, and lower well-being.ⁱ Distracted eating is associated with consuming more calories.ⁱⁱ Conversely, attentive eating is associated with eating less.ⁱⁱⁱ Taking periodic breaks actually improves focus and results.^{iv}

Emerging research also affirms the link between the health and environmental benefits of nutritious foods^{v,vi} When deciding what foods to bring in, look at more than what's on the menu. Consider how the food was produced, the business practices of retailers and caterers you buy from, whether your purchase is supporting the local/regional food system and economy, and potential environmental impacts.

These helpful, evidence-based steps can dramatically improve the nutritional quality of foods you serve employees at meetings and events. Phasing in these steps can help encourage acceptance to these changes without being too disruptive.

IN A NUTSHELL, HERE ARE DO'S AND DON'TS:

DO'S

- Get employee input before phasing in replacement items.
- Offer beverages that are hydrating and refreshing, and offer variety and flavor
- Provide a balance of protein, fresh fruits and vegetables and whole grains at each event
- Coffee and tea service should include dairy-free cream, honey, lemon, raw sugar
- Consider all food categories when implementing changes. Ensure gradual change are made across each group of items at each phase. Sweets, snacks, meals, side dishes, and all beverages should reflect changes at each phase.

DON'TS

- Overwhelm employees and stakeholders with entirely new food options and cuisines.
- Offer heavy, high-fat dressings and sauces on the side of otherwise healthy options (e.g. steamed broccoli with cheese sauce)
- Serve dessert with every meal – save it for special occasions. Better yet – when dessert is called for, lean toward fresh, local, season fruit or fruit based, low-sugar desserts.
- Offer ultra-processed packaged snacks on the side of healthy meal (like fried potato chips)

For more detail and full implementation, check out this phased approach of goals and steps you can take to move in the right direction. As you work your way toward being a ‘Healthy Event Champion,’ you can refer to the Blue Zones Healthy Dish Guidelines, which provide clear, helpful guidance on how to make sure the dishes you serve are the healthiest possible choices! You can find a complete copy of the Blue Zones Healthy Dish Guidelines at the end of this report.

What To Do	What’s Involved	Getting Started	Making Progress	Healthy Event ★ Champions ★
Establish a Culture of Health	Agreement by leadership to invest energy and resources into improving worksite food options, sending a message about health as an organizational priority.	Appoint a wellness committee and adopt a formal pledge or policy around healthy catering, meetings, and events and adopt Blue Zones nutrition guidelines for all food served.	Communicate these decisions from worksite leadership to employees. Develop wellness committee plan to implement the pledge, using resources provided in this toolkit.	Phase in Good, Better, Best catering and meeting food options that comply with Blue Zones nutrition guidelines.
Adopt a ‘Plant Slant’ and Serve Healthy Beverages	Offer meals and food options based on fresh, healthy plant-based foods, including a diversity of plant-based foods (vegetables, fruits, legumes, whole grains, etc.) and unsaturated fats. Avoid serving any sugar sweetened beverages.	Go with fruit, skipping high calorie, sweet desserts. Replace items made from refined grains with whole grain items. Kick the sweetened and diet beverage habit – serve still and sparkling waters. Identify caterers and vendors with a strong track-record of providing healthy, delicious, balanced plant-based meals.	Get employee input before phasing in replacement items Use the sample menus in this toolkit to guide your meal selections for your meetings and events. Ask in advance about any special dietary needs or restrictions (i.e. allergies, vegetarian/vegan, religious restrictions, etc.) and plan accordingly. Make sure there are minimal amounts of refined grains, highly processed foods, and added sugars. ^{vii}	Plan meals so at least half of each plate is fruits and vegetables (not fried or served with high calorie sauces). Ensure there are small serving sizes of animal source foods, such as eggs, dairy products, and meats. Get fancy! Fruit-infused waters are a tasty, refreshing choice with no added sugars. Prioritize clean ingredients: no high fructose corn syrup; no artificial colors, flavors or preservatives; choose low-sugar, low-sodium, low-fat wherever possible Work with vendors and suppliers to source familiar items with higher nutrients

What To Do	What's Involved	Getting Started	Making Progress	Healthy Event ★ Champions ★
Make sure employees have adequate time to eat, encourage people to eat together, and foster healthy habits	Change organizational practice to encourage engagement with food and people during meal breaks.	Develop wellness committee plan and organizational policy to implement 'work stop' lunch breaks and initiatives to connect people over meals. Provide modest plate-sizes and utensils. Serve smaller portion sizes of entrées and sides (e.g. halve or quarter sandwiches to increase choice and decrease overall portion size).	Plan work functions to include time needed for proper meals; discourage multitasking; ask people to put away their electronic devices during meals; and suggest employees enjoy their meals together.	Encourage periodic breaks with presentations by staff and leadership about the benefits of mindful eating and sharing meals together.
Take a holistic approach	Conduct background research by organizational leadership and wellness committee about the link between the health and environmental benefits of nutritious foods. viii, ix	Identify local caterers that prioritize buying healthy items from local farmers and purveyors. Work with them to ensure menu items comply with Blue Zones guidelines.	Create wellness committee policy on healthy, sustainable procurement policy for catering and events.	Implement procurement policy that prioritizes healthy, sustainable, locally grown options that are compliant with Blue Zones nutrition guidelines.

GETTING STARTED:

Catering, Meetings, and Events Cheat Sheet

	Remove
Getting Started	Processed white flour baked goods (e.g. pastries or muffins)
	Sweetened yogurt
	Sugar-sweetened breakfast & granola bars
	Meat-centric meals
	Red meat
	High fat salad dressings
	One raw produce option at each meal
	White potato French fries
	Traditional chips and salty snacks
	Sodas, teas, fruit-flavored beverages sweetened with high fructose corn syrup
	Energy drinks with sugar and artificial colors
Making Progress	Variety of white and whole wheat flour baked goods
	Fruit-sweetened yogurt
	Low-sugar granola bars
	Meat as a portion of the meal
	Poultry
	Variety of salad dressing options
	Two raw fresh produce options at each meal
	Sweet potato French fries
	Variety of baked chips & mixed, roasted nuts
	Variety of sweetened and unsweetened sodas and teas and fruit juice
	Natural energy drinks
Healthy Meeting ★ Champs ★	Whole grain baked goods
	Plain Greek yogurt
	Honey or maple syrup sweetened granola bar
	Meat and vegetarian options
	Poultry and vegetarian options
	Low fat dressings and vinaigrettes
	Raw fruit/vegetables at each meal; fruit and vegetable options in other items
	Baked sweet potato fries
	Variety of baked chips, whole grain chips, alternative grain, gluten-free crackers
	Unsweetened and naturally sweetened sodas and teas and energy drinks

This ‘cheat sheet’ is a helpful roadmap for how to phase in these healthy changes at your organization foods you serve at meetings and events align with Blue Zones-approved nutrition guidelines. You can use this at a glance tool to begin to replace unhealthy options with healthier items. Remember, getting feedback from people FIRST about preferences and informing them about upcoming changes can help improve acceptance and support for these shifts. Moving from “Getting Started” to “Healthy Meeting Champs” in a gradual, intentional way puts on the path to success!

Replace With

Variety of white and whole wheat flour baked goods
Fruit-sweetened yogurt
Low-sugar granola bars
Meat as a portion of the meal
Poultry
Variety of salad dressing options
Two raw fresh produce options at each meal
Sweet potato French fries
Variety of baked chips & mixed, roasted nuts
Variety of sweetened and unsweetened sodas and teas and fruit juice
Natural energy drinks
Whole grain baked goods
Plain Greek yogurt
Honey or maple syrup-sweetened granola bar
Meat and vegetarian options
Poultry and vegetarian options
Low fat dressings and vinaigrettes
Raw fruit/vegetables at each meal; fruit/vegetable options in other items
Baked sweet potato fries
Variety of baked chips, whole grain chips, alternative grain, gluten-free crackers
Unsweetened and naturally sweetened sodas and teas
Sparkling and still waters, with fruit flavor
Mini-sized whole grain and gluten free baked goods
Plain low-fat Greek yogurt; dairy free, unsweetened yogurt options
Grain free and unsweetened granola bar options
Vegetarian-forward and vegan (no animal products) options; fewer or no meat options
Vegetarian and vegan options of familiar items (e.g., burgers, chili, tacos)
Vinaigrettes made from citrus, extra-virgin olive oil, herbs and few ingredients
Fruits and vegetables make up 2/3 - 3/4 of each meal or snack
Roasted root vegetable medley
Cut vegetables with healthy dips, such as black olive paste or hummus
Sparkling and still waters, with fruit flavor

NUTRITION GUIDELINES

for Food and Beverages Served by Caterers and at Meetings/Events

Globally, nutrition experts increasingly recommend diets based mostly on unprocessed or minimally processed foods, while avoiding consumption of ultra-processed foods.^{x, xi, xii} These guidelines can help determine your decisions for what food and beverages to order from caterers and serve at your meetings/events. These recommendations comply with Blue Zones-approved nutrition guidelines.

CATEGORIES	RECOMMENDATIONS	IDEAS AND ADVICE
Whole foods & Plant Slant	• Serve unprocessed or minimally processed foods and beverages, mainly of plant origin, as the foundation of all offerings • Avoid serving ultra-processed foods	✓ Fresh fruit and vegetables instead of packaged snacks containing fruits and vegetables as an ingredient ✓ Omelets prepared from basic ingredients instead of pre-packaged, reheated egg and sausage sandwiches ✓ Freshly made brown rice instead of instant white rice
Calories	• Breakfast: 400 – 600 calories • Lunch & Dinner: 600 – 800 calories (including dessert), or less	✓ When serving buffet meals, use smaller plates ✓ Work with your caterer to see a sample plate/portion sizes prior to your event
Sodium	≤ 800 mg per meal	
Fat	• ≤ 5 grams saturated fat • Minimal (≤0.5g) to no trans fat	<i>Ideas to Try</i> ✓ Serve salad dressing & condiments (like mayonnaise) on the side ✓ Include a variety of regular, low-fat and light salad dressing ✓ Provide single servings of cream cheese & butter ✓ Add nuts or seeds to granola or yogurt parfaits ✓ Add nuts, seeds or avocado to side and entrée salads <i>Foods to Reduce/Avoid</i> ✗ Fried foods ✗ Cream sauces such as Alfredo or hollandaise
Whole grains and ‘slow’ carbohydrates	Include 1-3 servings of mostly whole grains or carbohydrate with meals	<i>Ideas to Try</i> ✓ ½ cup oatmeal (with fresh berries) ✓ ¼ cup granola layered with yogurt & fresh fruit for a parfait ✓ Whole grain bread, muffins, English muffins, etc. ✓ Cut large muffins or bagels in half or serve mini-options ✓ 2 slices of whole grain sandwich bread, baked chips ✓ 1 cup (cooked) whole grain pasta with tomato sauce ✓ ½ cup brown rice, fresh (not fried) spring rolls with tofu & vegetable stir-fry ✓ Consider grains such as quinoa, wild rice, black rice or rice/whole grain mixtures <i>Foods to Reduce/Avoid</i> ✗ Sweetened/high sugar breakfast cereals ✗ Pastries such as donuts, Danish, croissants, etc ✗ Lower-fiber foods such as white pasta, white rice and non-whole grain muffins/bagels etc.

CATEGORIES	RECOMMENDATIONS	IDEAS AND ADVICE
Protein	- For plant-based and vegetarian protein options look to beans, legumes, tofu, eggs, cheese and nuts. - If meat is served, an ideal portion is 3 oz (cooked)	<i>Ideas to Try</i> ✓ Three bean vegetarian chili ✓ Veggie or Black bean burgers ✓ Lentil based curry or “dahl” ✓ Entrée salads with nuts, seeds, cheese and/or beans ✓ Hard boiled eggs ✓ Scrambled eggs or vegetable frittata ✓ Yogurt with 8+ grams protein per serving ✓ Focus on lean meats (chicken, turkey) and fish, if you choose to serve meat <i>Foods to Reduce/Avoid</i> ✗ Fried foods such as chicken tenders and bacon ✗ Meats that are high in sodium and fat like bacon and breakfast sausage
Fruits and Vegetables	- Include at least 2 servings of fruits or vegetables at each meal. - Choose from fresh, frozen, canned (low or no sodium) or dried options	<i>Ideas to Try</i> ✓ Fresh fruit in place of chips ✓ Serve fruit as a dessert ✓ Try roasting or sautéing vegetables (vs frying) ✓ Prepare vegetables with healthier oils and/or broth and spices instead of butter or frying ✓ Incorporate fruits and vegetables into entrées vs serving them as standalone sides (i.e. add fresh vegetables to sandwiches and wraps, or serve salsa with eggs) <i>Foods to Reduce/Avoid</i> ✗ Fried vegetables ✗ Side dishes that rely on cheese or cream sauces (i.e. au gratin potatoes, broccoli with cheese sauce, etc.)
Desserts	≤ 250 calories per serving	<i>Ideas to Try</i> ✓ Consider not serving dessert ✓ Serve 2-3 mini-desserts ✓ Fresh fruit or fruit skewers for dessert ✓ Fruit dipped in dark chocolate ✓ Fruit sorbet or fruit puree popsicles <i>Foods to Reduce/Avoid</i> ✗ Large portion sizes such as giant cookies, brownies
Beverages	- See beverage vending guidelines above for packaged beverages - Always offer cold drinking water (not bottled) if serving beverages - If serving self-pour beverages, use small (6-8 oz) cups/glasses	<i>Ideas to Try</i> ✓ Serve unsweetened iced tea in place of lemonade ✓ Include fresh fruit, cucumbers, basil or mint in carafes of ice water for infused, refreshing flavors <i>Foods to Reduce/Avoid</i> ✗ Soda ✗ Sweetened beverages such as lemonade and sweetened iced tea ✗ Fruit juice portions ≥ 8oz
Condiments	- When possible, provide single serving condiments on the side - Offer a variety of regular, low-fat and options that don't include added fats	<i>Ideas to Try</i> ✓ Apple butter, hummus, black olive spread, pesto ✓ Mustard, fruit juice-sweetened ketchup, sriracha <i>Foods to Reduce/Avoid</i> ✗ Butter, full-fat mayonnaise ✗ Sweet sauces such as BBQ

Additional Considerations: Here are some other things to consider when ordering and serving food for employees:

COOKING TECHNIQUES	• Favor meals and foods prepared with healthy cooking techniques like baking, broiling, roasting, grilling, poaching, steaming, etc. • Avoid deep frying
SUSTAINABILITY	• Prioritize plant-based foods to support health and environmental sustainability • Serve organic, sustainable, and locally/regionally-produced foods when possible • If offering fish or seafood, use products procured from responsibly managed, sustainable, healthy fisheries • Select foods and beverages with no or minimal packaging • Use reusable, recyclable, or compostable food and beverage serveware (beverage containers, cups, plates, silverware, etc.) when possible • Order or serve only what will be consumed, and consider making a plan to donate uneaten food to local hunger relief efforts

A CASE STUDY:
Thurston Industries

Thurston Industries is a mid-sized company that wanted to improve the health and productivity of its employees. For several years, executive leadership had demonstrated their commitment to supporting employee wellness, which had begun to reduce healthcare costs, decrease absenteeism, and increase employee support for a healthy workplace. To continue this success, the CEO and Vice President of Human Resources decided that the food environment across all company sites needed to reflect the company’s espoused values around health and wellness. In partnership with the company’s Wellness Committee, mid-level managers, and corporate foodservice, they embarked on an effort to improve the availability of healthy options at company meetings and events.

This team knew that a phased approach with significant employee input would be the path of least resistance. Using a consultative process with workers had worked well for previous changes, so they put this strategy to the test again. The company obtained employee input on what they would like to be able to eat at meetings and events – from surveys to informal conversations at meetings, which helped set the stage and expectations for changes ahead.

HERE'S WHAT THEY LEARNED AND DID:



Adopted research-based nutrition guidelines to help employees choose healthy options for meetings and events and associated 'healthy meetings and events' policy, establishing divisional benchmarks and expectations for full adoption of these guidelines and practices phased in over a period of three years



Shared a toolkit and conducted employee training to facilitate implementation of the healthy eating guidelines and practices



Targeted mid-level managers and administrative support staff responsible for ordering food for meetings and planning events, holding webinars and conducting a promotional campaign to raise awareness, share the new expectations and best practices



Conveyed this phased approach with all employees through a promotional strategy to raise awareness of new policies, promote healthy behaviors, and connect the new practices with corporate values, including company celebrations featuring healthy options



Implemented a phased approach of 'good,' 'better,' and 'best' practices for foods served at meetings and events



Created a rewards program for units doing an exemplary job of implementing the policy, providing a free meal from their favorite new caterer

Over a period of three years, things changed dramatically across Thurston Industries. Snacks and meals served at meetings no longer featured unhealthy, processed foods and sweetened beverages. Instead, they were rich in fruits and vegetables and healthy proteins. Over time, different units developed a passion for new catering options, such as locally owned Indian, Thai, and vegetarian restaurants. Company events – large and small alike, from annual all-employee meetings to birthday celebrations for individual employees – now served delicious, healthy options, purchased from caterers, local restaurants, and food delivery services that cooked from scratch and procured items from local growers.

"It took a commitment from leadership and employees alike to make this work," reports the Vice President for Human Resources, "We've truly made a company-wide change, and people really support it. They believe we care about their health. We know our healthcare costs and absenteeism are down. Employees tell us they feel better and are making healthier choices at lunch and out of work."

SAMPLE MENUS for Healthy Meetings and Events

Whether you're using an onsite institutional foodservice, a catering company, or a food delivery service, you can serve healthy options that meet Blue Zones nutrition guidelines. Here are some sample menus for different kinds of events that enable you to phase in your new, healthier approach. "Good" menus are easiest to order and prepare; "Best" menus are the most nutritious.

	GOOD	BETTER	★ BEST ★
Breakfast	• Whole grain bagels with spreads and healthy toppings (e.g. low-fat cream cheese, nut butter, avocado, sliced tomatoes, sliced red onions, salmon lox) • Hard boiled eggs • Clementines or tangerines • Water with lemon slices, coffee, tea	• Baked egg bites – Broccoli and cheese; turkey bacon and scallion • Quinoa carrot mini muffins • Assorted fresh melon • Water infused with sliced oranges and mint, coffee, tea	• Whole grain or gluten-free wraps with scrambled eggs or tofu, herbs, spinach, bell pepper, and scallions • Fresh fruit platter • Chia pudding cups • Water infused with sliced oranges and mint, coffee, tea
Break	• Fruit and/or vegetable whole grain muffins or whole grain, low sugar breakfast bars • Dark chocolate squares • Sliced apples • Coffee, tea	• Mixed nuts • Popcorn seasoned with flavored salt • Assorted sliced melon • Coffee, tea, sparkling water (unsweetened)	• Whole grain crackers and cut vegetables (carrots, celery, radishes, etc.) with hummus and black olive dips • Basket of apples, oranges, and bananas • Trail mix • Unsweetened iced tea • Cucumber and mint infused water
Celebration	• Build Your Own Yogurt Parfait Bar (can include fresh, mixed berries, nuts and seeds, whole grain/low-sugar granola, plain Greek yogurt, and honey) • Bottled unsweetened iced tea and sparkling water	• Whole grain carrot or zucchini cake • Cheese, fruit, vegetable and nut tray, with whole grain and gluten-free crackers • Bottled fruit and vegetable juices or smoothies, with no added sugars or artificial ingredients	• Build Your Own Taco Bar (can include corn tortillas, black beans, cheese, lettuce, salsa, corn, guacamole and whole grain chips) • Citrus infused water
Lunch or Dinner	Boxed • Sandwiches – choice of whole grain or gluten-free bread (filling options can include tuna salad, sliced turkey, hummus spread, lettuce, tomatoes, and condiments) • Basket of apples, oranges, and bananas • Vegetable chips (fried taro chips) • Sparkling and still waters	Buffet • Vegetarian bean and sweet potato chili, with optional toppings such as shredded cheese, diced avocado, and scallions • Whole grain corn muffin • Sliced citrus fruit • Sparkling and still waters	Plated • Baked sweet potato fries • Black bean burger, avocado, tomato, lettuce, and mustard, with whole grain or gluten free bun • Coleslaw with lime vinaigrette • Sparkling and still waters

BLUE ZONES HEALTHY DISH GUIDELINES



BLUE ZONES PROJECT
by sharecare

Follow these guidelines to create 'plant slant' entrées approved by Blue Zones Project® for your restaurant. These guidelines are derived from diets of the world's longest lived people. Although restaurants do not need to change any particular menu item to achieve Blue Zones Project Approved™ status, only menu items that adhere to the Healthy Dish Guidelines may be marked as "Blue Zones Project® inspired."

CRITERIA

To create entrées or menus bearing the label "Blue Zones Project® Inspired," all ingredients must meet the below criteria. If the criteria does not apply mark the box with "NA." For children's entrées, ensure that the portion size is appropriate for a child. Salads are excluded. Add two extra points towards your overall certification score for each entrée offered.

- Features plant-based foods (vegetables, beans, whole grains, fruits, nuts, tofu, quinoa, tempeh, seitan, plant-based meat substitutes).
- For breakfast entrées, may use one whole egg. Preferably use organic free-range eggs. Tofu scramble is an alternative to scrambled eggs.
- Includes at least one vegetable. Examples of commonly used vegetables in Blue Zones® areas are broccoli, asparagus, sautéed kale, baked yams/potatoes, and carrots.
- Does not include fried foods of any kind (i.e. French fries). Sautéing at low temperatures is a good alternative.
- Uses only 100 percent whole grain versions of pasta, pizza, tortillas, breakfast cereals, and other flour-based foods. A whole grain has 100 percent of the original kernel present.
- Uses brown rice or other whole grain alternatives (i.e. quinoa, barley, buckwheat) instead of white rice.
- Uses 100 percent whole grain or sprouted-grain breads instead of white bread, with the exception of sourdough bread.
- Uses olive oil and canola oil instead of butter.
- Uses nut butters, hummus, and mustard as alternatives to mayonnaise.
- Uses fewer than six teaspoons of added sugars. Preferably uses honey, unrefined whole-cane sugar, or other natural sweeteners.
- If including dairy, limit to goat's milk, sheep's milk, or products made from these milks.

CRITERIA MET?

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RECIPES THAT WORK!

If your caterer or vendor is looking for guidance on recipes that align with Blue Zones Nutrition Guidelines, here are some great options:

SPICED CHICKPEAS AND SWEET POTATOES WITH BROWN RICE

Makes a great lunch!

1½ cups frozen brown rice	½ tsp cinnamon
2 sweet potatoes	2 tsps cumin
3 cloves of garlic	4 cups baby kale
1 tbsp fresh ginger	½ tsp turmeric
1 can no-salt canned chickpeas	Salt & pepper, to taste (optional)

DIRECTIONS

- Reheat the frozen brown rice according to the directions on the package.
- Produce Prep: Wash and chop the sweet potatoes (see step #3 for sweet potato preparation options).
- Peel and mince the garlic and fresh ginger. Rinse and drain the canned chickpeas.
- The sweet potatoes can be prepared two ways. If you have extra time, you can bake them in the oven. Cut the sweet potatoes into 1/2-inch-wide round medallions and bake them at 400 for 25-30 minutes, flipping at around 15 minutes. If you're looking for an option that takes less than 10 minutes, you'll be preparing mashed sweet potatoes in the microwave. Poke holes all over the sweet potato with a fork. Microwave for about 5-9 minutes or until soft throughout. (Larger sweet potatoes may take up to twice as long to cook.) Once cooked, mash the sweet potatoes with a fork.
- In a saucepan, heat the beans on medium heat with the cinnamon, cumin, turmeric, garlic, fresh ginger and a few tablespoons of water until the beans are warm and soft.
- Add the baby kale (or any other leafy greens) to the pan, and put the lid on to lightly steam the baby kale leaves. The baby kale is done when the leaves are limp (at about 3 minutes). Stir occasionally. Mash the sweet potatoes in a bowl. Add them to the beans and baby kale mix.
- To plate, top the brown rice with the veggie and chickpea mixture. Season to taste.

COWBOY CAVIAR

*Makes a tasty appetizer
served with blue corn chips!*

1 cup olive oil
½ cup cider vinegar
2 T honey
1 can black beans, unsalted, rinsed
and drained
1 12 oz package frozen blackeyed
peas, boiled and drained

3 ears of sweet corn, grilled
½ of a red onion
1 of each – yellow, red, and green bell
peppers – finely chopped
1 jalapeño, finely chopped

DIRECTIONS

- In a bowl, mix together all beans, corn, red onion, and peppers.
- Pour olive oil, cider vinegar and Stevia over the vegetable mixture and stir about.
- Let the “caviar” marinate in the refrigerator overnight for best taste results (the longer it sits, the tastier it becomes).
- Drain thoroughly, and serve with unsalted, corn tortilla chips.

SAVORY OATMEAL

*This rib-sticking breakfast will get your
morning meeting off to a great start!*

1 cup (95 grams) old-fashioned rolled oats
1 carrot or small beet, peeled and shredded
1 ½ cups (360 ml) water
1 cup (15 grams) stemmed and chopped kale
or (30 grams) chopped spinach
¼ cup (60 grams) salsa or marinara sauce

2 tablespoons nutritional yeast
½ avocado, chopped
2 tablespoons roasted pumpkin seeds
Smoked paprika and/or crushed red pepper,
optional
Salt and black pepper

DIRECTIONS

- Combine the oats and carrot in a small saucepan over medium heat. Add the water. (Use more or less to achieve the consistency you prefer; 1½ cups/360 ml yields a fairly thick oatmeal.)
- Heat until simmering, then cook, stirring often, until everything is tender, about 5 minutes.
- Stir in the kale, salsa, and nutritional yeast.
- Pour into a bowl and top with the avocado and pumpkin seeds. Sprinkle with smoked paprika and crushed red pepper, if using. Season with salt and pepper to taste and serve.

WHAT RESOURCES ARE AVAILABLE

If we're thinking about changing food we serve at meetings and events?

If you're ready to improve the nutritional quality of foods served by caterers and at your meetings and events, there are a lot of publicly available toolkits, sample policies, and vending contracts. Don't reinvent the wheel! Instead, take full advantage of the good work that has already been done.

Stand-out resources include:

- **Healthy Workplace Food and Beverage Toolkit**
(American Heart Association, American Stroke Association):
See pages 7-10 for getting started and pages 11-18 for meetings and events.
- **Healthy Meeting Toolkit**
(National Alliance for Nutrition and Activity): This comprehensive toolkit provides guidance, rationale, and answers to frequently asked questions on healthy meetings.
- **Resolution to Host Healthy Meetings, Conferences, and Events**
(Center for Science in the Public Interest): If you'd like to create a worksite policy around healthy meetings and events, here's helpful language you can use.
- **County of San Diego Eat Well Practices**
(County of San Diego): Here's another example of concise healthy guidelines for meetings and events (see page 8).
- **Healthy Diets from Sustainable Food Systems: Summary Report of the EAT-Lancet Commission**
This reader-friendly and visually-appealing summary report comes from a new commission charged with identifying a universally healthy diet for people and the planet. The "flexitarian" diet consists of primarily plant-based foods with optional inclusion of modest amounts of fish, meat, and dairy foods. This report provides an excellent rationale for plant-based diets.





**We look forward to supporting you in
fostering a culture of health and community
for your people.**

Please feel free to contact your local
Blue Zones Project representative
if you have any questions

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- x Ministry of Health of Brazil (2015). Dietary guidelines for the Brazilian population. Retrieved from http://bvsms.saude.gov.br/bvs/publicacoes/dietary_guidelines_brazilian_population.pdf.
- xi Willett W, Rockström J, Loken B, Springmann M, Lang T, Vermeulen S, Garnett T, Tilman D, DeClerck F, Wood A, Jonell M, Clark M, Gordon LJ, Fanzo J, Hawkes C, Zurayk R, Rivera JA, Vries WD, Sibanda LM, Afshin A, Chaudhary A, Herrero M, Agustina R, Branca F, Lartey A, Fan S, Crona B, Fox E, Bignet V, Troell M, Lindahl T, Singh S, Cornell SE, Reddy KS, Narain S, Nishtar S, Murray CJL (2019). Food in the anthropocene: the EAT-Lancet Commission on healthy diets from sustainable food systems. *The Lancet*. doi: 10.1016/S0140-6736(18)31788-4.
- xii County of San Diego. County of San Diego Eat Well Practices. Retrieved from http://www.livewellsd.org/content/dam/livewell/topics/Eat-Well-Practices/PDFs_EatWell/Eat%20Well%20Practices.pdf.
- xiii This language conforms to guidelines in the County of San Diego’s Eat Well Practices





HEALTHY FOOD POLICY

Resolution XXX; Adopted XXX

Purpose

The City of Seaside is committed to supporting healthy living by ensuring that food and beverages offered, purchased, and provided by the City are of maximum nutritional value. Accordingly, the following goals were developed to meet City nutrition standards.

- Improve access to healthy food and beverage choices in City owned and leased facilities.
- Improve the health of employees and community members who use City programs and facilities.
- Ensure food and beverages purchased with public dollars meet or exceed national nutrition guidelines.
- Offer a variety of whole foods that are fresh, high quality, locally sourced (when possible) and minimally processed.

Background

Unhealthy eating and lack of exercise are directly linked to excess weight and an increase in many other health complications, loss of energy, productivity, depression, and increased health care costs. Adverse effects associated with excess weight gain cost California over \$21 billion annually.¹ It is estimated that absenteeism related to obesity costs employers \$4.3 billion annually ² and that \$506 per obese worker are lost in productivity each year.³ In Monterey County alone, 65% of adults are considered overweight or obese.⁴

Maintaining a healthy lifestyle involves more than individual choices. An environment that always includes healthy food makes choosing healthy foods easier for all. The City of Seaside can create healthy food environments in their publicly managed facilities, which can nudge staff and community members towards healthier choices. This effort can also serve as a role model to other organizations to create healthy food environments and encourage healthy choices.

Policy

It is the policy of the City to provide access to healthy food and beverages to employees and individuals who visit City facilities.

This policy outlines comprehensive nutrition standards for beverages and food that are purchased, served or offered at City facilities and those provided by City departments. The City Nutrition Standards have been developed for three (3) different food environments.

- Meetings and events
- Food and beverage vending machines

- Food Service Venues (including work sites, concession stands, special events)

These nutrition standards are based on and follow the Dietary Guidelines for Americans 2015-2020.⁵ By law (Public Law 101-445, Title III, 7U.S.C. 5301 et seq.), the Dietary Guidelines for Americans are reviewed, updated if necessary, and published every five years. The United States Department of Agriculture (USDA) and the United States Department of Health and Human Services (HHS) jointly create each edition. These updated Dietary Guidelines call for the following lifestyle approach:

- Reduce the incidence and prevalence of chronic health conditions by reducing overall calorie intake and increasing physical activity.
- Choose a variety of nutrient-dense foods and beverages within all food groups in recommended amounts.
- Limit calories from added sugars and saturated fats and reduce sodium intake.

Procedure

Meetings and Events

Nutrition standards: At all meetings and events sponsored by the City or coordinated between the City and community, where food will be provided for staff, community agency representatives and/or community members, food selections shall adhere to the City's Nutrition Standards outlined in Exhibit A.

Vending Machines

- Nutrition Standards: Pre-packaged foods and beverages in City owned and leased facilities shall adhere to the City's Nutrition Standards outlined in Exhibit A.
- Foods and beverage sold in contracted vending machines will adhere to the Nutrition Policy's beverage and nutrition standards as follows:
 - By 2023, 50% of all foods and beverages in contracted vending machines will meet the beverage and nutrition standards.
 - By 2024, 75% of all foods and beverages in contracted vending machines will meet the beverage and nutrition standards.
 - By 2025, 100% of all foods and beverages in contracted vending machines will meet the beverage and nutrition standards.

Concession Stands

- The City and its concession stands and contracted food service operators will offer healthy options adhering to the City's Nutrition Standards outlined in Exhibit A.
- Operators are recommended to provide an assortment of healthier food choices, with lower amounts of fat, sugar, and sodium. To accomplish this, operators are encouraged to:
 - Offer more fruits, vegetables, whole grains, and low fat and low calorie foods, including low fat dairy, lean protein sources and lower fat versions of condiments.

- Offer more minimally processed foods made or foods produced without added sugar and less sodium.
- Prepare foods using healthy cooking techniques such as baking, roasting, broiling, grilling, poaching, steaming, or stir frying instead of pan frying or deep fat frying to minimize added fat to the food prepared.
- Offer seasonal and local produce, when possible.

Employee Food

- The City's Nutrition Policy does not regulate meals, snacks or beverages brought in to share with other City employees for non-City sponsored and/or coordinated meeting or event.
- Employees are encouraged, however, to bring healthier options, such as fruits, vegetables, or water, when bringing food to work to share (e.g. potlucks) or undertaking individual fundraising activities when no City monies are being used. Include smaller portions such as mini-whole grain muffins or mini-bagels.

Compliance

The Blue Zones Project of Monterey County will provide reasonable consultation to any department regularly hosting office or public events where food choices need to be made, including reviewing food selections or menu choices and food selections for vending machines to ensure compliance with the City's Nutrition Standards. The Blue Zones Project of Monterey County will provide a Healthy Food Policy Implementation Guide to assist departments with policy compliance.

Document References

1. Wolstein, J., Babey, S. H., & Diamant, A. L. (2015). Obesity in California (p. 3, Rep.). Los Angeles, CA: UCLA Center for Health Policy Research.
2. Cawley J, Rizzo JA, Haas K. Occupation-specific Absenteeism Costs Associated with Obesity and Morbid Obesity. Journal of Occupational and Environmental Medicine, 49(12):131724, 2007.
3. Gates D, Succop P, Brehm B, et al. Obesity and presenteeism: The impact of body mass index on workplace productivity. J Occ Envir Med, 50(1):39-45, 2008.
4. Wolstein, J., Babey, S. H., & Diamant, A. L. (2015). Obesity in California (p. 3, Rep.). Los Angeles, CA: UCLA Center for Health Policy Research.
5. U.S. Department of Health and Human Services and U.S. Department of Agriculture. 2015–2020 Dietary Guidelines for Americans. 8th Edition. December 2015. Available at <http://health.gov/dietaryguidelines/2015/guidelines/>.

City Council Action

Approved and adopted on xxxxx x, 20xx

Exhibit A: City of Seaside Nutrition Standards

Beverage Standards – 60% of the beverages available in each City leased and operated vending machine, or concession stand will be one or a combination of the following:

- Water, including carbonated water (no added caloric sweeteners)
- Unsweetened coffee or tea (if condiments are provided, sugar and sugar substitutes may be provided)
- Plain (no added flavor or sugar) non-fat or 1% low fat dairy milk.
- Plant derived milk (e.g. soy, rice, and almond) with ≤ 130 calories per 8 ounces serving.
- 100% fruit or vegetable juice.
- Low-calorie beverages such as tea or diet soda with less than 40 calories per 8-ounce serving.
- Healthier beverages should be placed prominently and be as easy to see as the operator's other most popular beverages.
- Bottled water (in accordance with the City's plastics ordinance) should be available as a beverage option and the price per ounce cannot be higher than any other beverage.

Pre-Packaged Foods and Snacks – 60% of all snack foods will meet all the following criteria:

- No more than 35% calories from fat (except for packages that contain 100% nuts or seeds)
- No more than 10% calories from saturated fat.
- Zero trans-fat.
- No more than 35% total weight from sugar and caloric sweeteners.
- No more than 360 milligrams (mg) of sodium per package.
- At least 10% of all snack food will contain at least (2) grams of dietary fiber per serving.
- At least one snack food item will meet the FDA definition of "low sodium" or be ≤ 140 mg per serving.

Prepared Foods

- At least one main dish/entrée selections and side option at each meal service to comply with nutrition standards below:
 - No more than 35% calories from fat
 - No more than 10% of calories from saturated fat
 - 0 grams of trans fat
 - No more than 500 calories
 - No more than 600 milligrams of sodium
- Healthy entrée and side items (which meet the nutritional guidelines) should be clearly indicated on menus.

Offer a variety of grains (especially whole-grain foods), fruits and vegetables. Examples include fresh fruit and salads; fresh cooked vegetables; whole grain breads, pasta, and cereals; and muffins, fruit breads or granola bars.

- The price of main dishes/entrees and side options should not exceed the price of other menu items.

Additional Resources

- Blue Zones Healthy Food and Beverage Suggestions (adapted from the Blues Zones Food Guidelines)
- Blue Zones Project Healthy Vending Options Toolkit
- Blues Zones Project Healthy Catering Toolkit

Blue Zones Healthy Food and Beverage Suggestions

Adapted from the Blue Zones Food Guidelines

- Use recipes or foods that revolve around fruits, vegetables, grains, greens, and beans, and consider offering one non-meat entree.
- Limit Meat and Dairy. Serve entrees that have smaller portions of meat (such as no larger than a deck of cards). Avoid processed meats such as hot dogs, bacon, and sausages. When using cheese in a dish try ice-cube size portions, mostly to flavor foods.
- Add Beans. Try to increase the number of types of beans that are offered, including tofu, which contain high quality protein and fiber.
- Limit Sugar. Reserve cookies, cakes, and candies for special occasions or serve them in small serving sizes.
- Add Nuts. Incorporate nuts like almonds, walnuts, Brazil nuts, and peanuts into recipes. Avoid sugar-coated nuts.
- Whole Grain or Sourdough Bread. Try to serve 100% whole grain breads or sourdough bread made from live cultures and whole grain or corn tortillas over flour tortillas. Avoid white breads and wraps.
- Healthier Beverages. Offer water for free and advertise it. Unsweetened teas and coffee are great. Eliminate sugar-sweetened beverages and diet sodas.
- Reduce sugar-sweetened beverages by switching to smaller sizes and adding non-sweetened beverage options like water or seltzer water.
- Encourage vendors selling food at City-sponsored or coordinated events to replace one “non-healthy” food or beverage item with a healthier item.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE BLUE ZONES OF MONTEREY COUNTY SUPPORTED HEALTH FOOD POLICY.

WHEREAS, the City of Seaside is dedicated to improving the health and wellbeing of all community members through city policies, plans and programs that will collectively improve the wellbeing and economic vitality of our community; and

WHEREAS, Blue Zones Project Monterey County is a community-wide well-being improvement initiative designed to make healthy choices easier by encouraging evidence-based, sustainable changes in community policy, social networks, and organizations including worksites, schools, restaurants, grocery stores, and community organizations; and

WHEREAS, the City of Seaside is a key partner in community wellbeing and intends to become a Blue Zones Project approved worksite by providing healthy environments for city staff; and

WHEREAS, the City of Seaside, as part of the Peninsula Cities, intends to become a Blue Zones Project certified community by promoting policy, systems and environment changes that make the healthy choice the easy choice; and

WHEREAS, our nation and state face a major public health crisis in the form of rising rates of chronic disease associated with sedentary lifestyles, poor nutrition, and tobacco use, increases in type 2 diabetes, adult and childhood obesity, and cardiovascular disease, and rising healthcare costs, all of which hinder the economic vitality of our community; and

WHEREAS, the well-being of our residents is impacted by chronic diseases associated with sweetened beverages and diet, including type 2 diabetes, adult and childhood obesity, tooth decay and poor oral health, and, according to a recent survey, only one half of adults in the County eat the recommended daily serving of fruit and vegetables; and

WHEREAS, Blue Zones Project Monterey County, in collaboration with our community partners, seeks to improve the overall well-being of Seaside, leading to healthier, happier citizens, lower healthcare costs, and higher productivity, offering benefits for everybody; and

WHEREAS, The Seaside City Council finds that healthy food and beverage environments that make healthy food and beverage choices easy and routine are desirable in order to improve the health and well-being of community members,

WHEREAS, the City of Seaside should serve as an example to other municipalities, local governments, employers, and the public by using its purchasing power to make healthier food and

beverages options more convenient to those who come in contact with and are served by municipal government.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the Blue Zones Project of Monterey County supported Health Food Policy.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 19th day of May by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Rick Medina, Senior Planner

DATE: May 19, 2022

**SUBJECT: FIREWORKS BOOTH AUTHORIZATION FOR THE SEASIDE
DOLPHINS AQUATICS CLUB ON CITY OWNED PROPERTY
LOCATED AT 490 BROADWAY AVENUE**

RECOMMENDATION

Approve the request and authorize the City Manager to execute a Use Agreement with the Seaside Dolphins in accordance with the Draft Resolution.

BACKGROUND

PURPOSE

Approval of a request from a non-profit group to use a portion of a City-owned parking lot for the retail sales of safe and sane fireworks between June 28th and July 4th.

The "Seaside Dolphins" have been using the vacant lot located at the southwest corner of Broadway Avenue and Contra Costa Street for their annual fireworks fundraiser for the past two years. The location map is provided as Attachment 2. The site was previously owned by the Coniglio Family Trust. With the purchase of the site by the City of Seaside in 2022, the applicant is required to receive authorization from the new owner of record. The applicant's letter of request and supporting non-profit status information is provided as Attachment 3. Prior to conducting firework sales on the project site, the Seaside Dolphins had an extensive record of operating sales elsewhere in the City for the past 20 years or more. There have been no negative comments related to the sale of fireworks by the Seaside Dolphins at the project location or other sites that have been used by the Seaside Dolphins in the City.

The sale of safe and sane fireworks will occur from June 28th through July 4th. The site plan of the fireworks sales area is provided as Attachment 4. The fireworks booth will measure approximately 12 feet wide by 20 feet in length. Set-up and breakdown of

the event would occur between June 20th and July 8th, 2022. Additionally, a 12 foot by 20 foot metal storage container would be placed near the fireworks booth for the storage of fireworks being sold on-site in accordance with State Law. The sales hours will generally occur between 10 am and 10 pm daily. Site photographs of the Fireworks Sales Area are provided as Attachment 5. The nearest residential properties are located 300 feet to the south and with the residential property being buffered by the Acme Coffee site located between the residential property and the project site. A minimum distance of 30 feet is required for residential use. Prior to receiving a clearance from the Fire Marshall to begin selling, the fireworks vendor would be responsible for providing the required Certificate of Insurance naming the City of Seaside as additional insured for \$2,000,000.00 per occurrence and \$4,000,000.00 as an aggregate minimum.

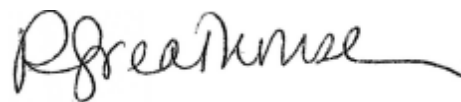
FISCAL IMPACT

There is no anticipated fiscal impact on the City of Seaside associated with this License Agreement.

ATTACHMENTS

1. Attachment 1 - Reso Fireworks Booth
2. Attachment 2 - Location Map
3. Attachment 3 - Letter of Request
4. Attachment 4 - Site Plan
5. Attachment 5 - Site Photos

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A USE AGREEMENT WITH THE SEASIDE AQUATICS CLUB FOR A FIREWORKS BOOTH ON A CITY OWNED PARKING LOT.

WHEREAS, Seaside Aquatics Club, tenant, filed a request for the placement of a fireworks booth and sales of fireworks at parcel APN 011-301-002 more commonly known as 490 Broadway Avenue; and

WHEREAS, on May 19, 2022, the City Council of the City of Seaside held a public hearing to consider approving the request for the retail sales of fireworks for the Seaside Aquatics from June 28th through July 4th, 2022; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute the Use Agreement with Seaside Aquatics Club attached hereto as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 19th day of May, 2022, by the following vote:

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

APPROVED:

ATTEST:

Ian N. Oglesby, Mayor

Dominique L. Davis, City Clerk

EXHIBIT A

USE AGREEMENT

THIS AGREEMENT is entered into this 19th day of May, 2022, by and between the City of Seaside, a municipal corporation, hereinafter referred to as “The City” and the “SEASIDE AQUATICS CLUB”, hereinafter referred to as “Tenant.”

1. PREMISES

The City authorizes the Tenant to use the land known as Assessor’s Parcel Number 011-301-002, shown on the attached site plan and located at 490 Broadway Avenue.

2. TERM OF AGREEMENT

The parties hereto agree that the Tenant shall have exclusive use of the premises herein described from June 28 to July 4, 2022.

3. INSURANCE

The Tenant shall procure and maintain, at its own cost and expense, an insurance policy acceptable to the City, in the minimum amount of two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) as an aggregate, insuring the Tenant and the City against any and all liabilities arising from the use of the premises as set forth in this Agreement. The Tenant shall provide the City with a certificate of insurance reflecting the terms of this Paragraph. The Tenant shall maintain said insurance in full force and effect throughout the entire term of this Agreement.

4. INDEMNITY

In consideration of the Use Agreement issued by the City to allow the tenant to use a portion of the Parking Lot owned by the City for the sales of fireworks, the tenant hereby agrees to defend, indemnify, and hold harmless the City, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney’s fees from every cause, including but not limited to injury to person(s) or property or wrongful death arising directly or indirectly out of any act or omission of the tenant or its agents, officers, and employees or volunteers resulting or alleged to have resulted, directly or indirectly, wholly or partially, from the tenant’s aforementioned use of the property. In addition, the tenant agrees to waive subrogation rights for any Workers’ Compensation related injuries. The City make no warranty as to the suitability of the property for the aforementioned use of the property. Therefore, the tenant has a duty to inspect the site for potential hazards; correct any hazards discovered and warn participants of any potential for hazards.

5. CONDITIONS OF RENTAL

Rental of said premise is subject to the following terms and conditions:

- (a) All temporary signs, banners, fencing and other materials used in connection with the Fireworks sales shall remain within the boundaries of the project site and not encroach into a public right-of-way.
- (b) The subject property shall be cleared of all litter and Fireworks merchandise refuse materials at least once a day throughout the approved event. The subject property shall be completely cleared of litter and ancillary equipment at the end of the event.
- (c) Prior to beginning Fireworks sales, the tenant must receive approval of a final inspection with the Fire Marshall.
- (d) Prior to installation of any temporary lights, the tenant shall obtain approval of any and all required building permits, including electrical permits, prior to installation.

6. UTILITIES

The Tenant shall be solely responsible for all utilities furnished to said premises.

7. RESPONSIBILITY FOR PREMISES

The tenant shall quit and surrender the premises following termination of use under this Agreement in as good a state and condition as they were at the commencement of such use, reasonable wear and tear thereof and damages by the elements accepted. The tenant also agrees that if said premises are damaged during the terms of this Agreement, by the act, default, or negligence of the tenant, its officers, agents, employees, guests, patrons, or any person or persons permitted onto said premises by the tenant, the tenant shall pay to the City upon demand such sum as shall be necessary to restore said premises to the condition they were in at the commencement of use pursuant to this Agreement.

8. COMPLIANCE WITH LAWS

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

9. TERMINATION

The City and the tenant specifically agree that any default by the tenant shall be an immediate breach and the City shall have an immediate right to terminate this Agreement upon twenty-four (24) hours written notice to the tenant.

10. LEGAL ACTION

Should either party to this Agreement bring legal action against the other, the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fees which shall be fixed by the judge hearing the case and such fee shall be included in the judgment, together with all costs.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the tenant and the City. No term, provision or condition of this Agreement may be altered or amended, nor may any

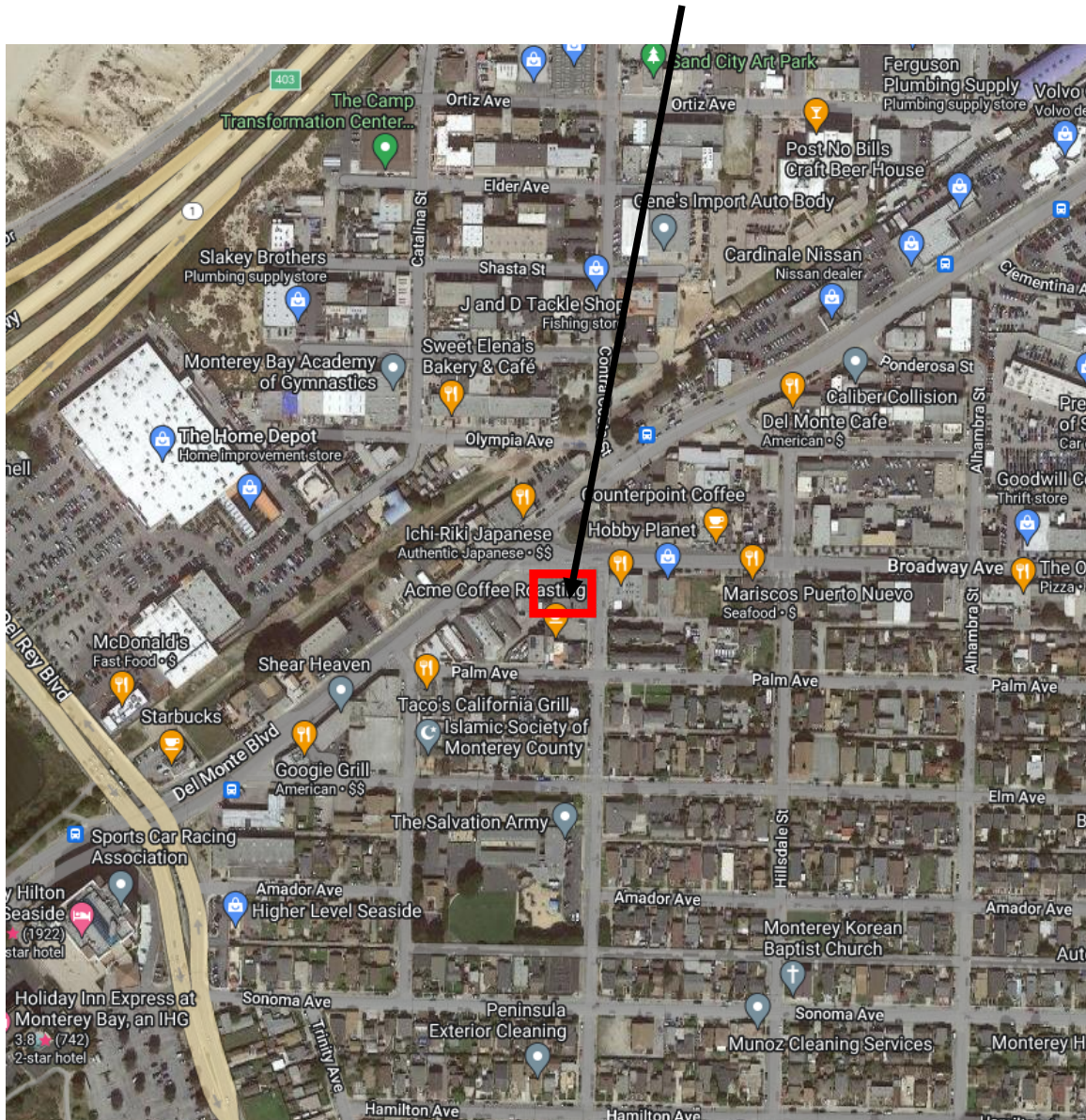
term, provision or condition be added to this Agreement, except by a written amendment be executed by both the tenant and the City.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the 19th day of May, 2022.

Attachment 2

Location Map

Project Site: 490 Broadway Avenue



**Seaside Aquatics Club
The Dolphins
P.O. Box 950
Seaside, CA 93955**

March 23, 2022

Rick Medina
City of Seaside Planning Department
440 Harcourt
Seaside, CA 93955

To Whom it May Concern:

The Seaside Aquatics Club-The Dolphins have utilized the vacant lot located on Contra Costa and Broadway that is directly across from Deja Blu Night Club for our annual fireworks sales fundraiser. This will be our third year at that site. We understand that the City of Seaside has purchased that lot and that it will be vacant in June/July. We are requesting to use the lot this year. We have also been told that the rental fee for that site is \$2,000.00 and if that is correct, we would ask that the City of Seaside waive the rental fee since we are already paying the extra tax for the City; any other fees would be cost prohibitive for our team.

Thank you for considering our request and we are asking that this be placed on the City Council agenda at the appropriate time. Please let us know if we need to do anything further to start this process. We have submitted our application to the Fire Department and are sending them a check for the application fees. I have enclosed a copy of our application for your reference.

Sincerely,

Ken Fittro
Head Coach
(831) 402-0312
backstrider@aol.com



CITY OF SEASIDE FIRE DEPARTMENT APPLICATION FOR PERMIT TO SELL FIREWORKS

APPLICATION MUST BE RECEIVED NO LATER THAN 5:00PM ON THE LAST
BUSINESS DAY OF APRIL
NO EXCEPTIONS!

Submit Completed Application to:

Seaside Fire Department
1635 Broadway Avenue, Seaside CA 93955
Attach separate sheet if necessary



Grandfather Status

Check the box that applies:



Lottery

PLEASE PRINT OR TYPE

NAME OF ORGANIZATION:

SEASIDE DOLPHINS Aquatic Club

ORGANIZATION'S PHYSICAL ADDRESS:

1513 Hilby Avenue Seaside CA 93955

MAILING ADDRESS:

P.O.B. 950 Seaside CA 93955

Note: All correspondence will be sent to this address. Please be certain that this is an address that your organization's principal contact person has access.

EMAIL ADDRESS:

droopydog53@yahoo.com

(Please check if you would like correspondence sent via e-mail) YES ☐ NO ☐

PURPOSE OF ORGANIZATION:

Youth Aquatics and Competitive Swim Team. We teach swim lessons,
Red Cross Classes (First Aid, CPR, AED & Lifeguarding) and lifelong swimming

ORGANIZATION'S PRINCIPAL OFFICERS:

NAME: Kenneth Fittro TITLE: President/Head Coach
NAME: Mary Tanner TITLE: Treasurer
NAME: Tina Cieri TITLE: Team Manager

PRIMARY CONTACT:

NAME: Nancy Towne PHONE: 831-233-4463

ADDRESS: 1513 Hilby Avenue Seaside CA 93955

DATE ESTABLISHED IN SEASIDE: ~~August~~ November 1993

TAX EXEMPT STATUS: 501c3

Copies of IRS 501.C.3 Letter of Certification, Franchise Tax Board Certificate, or other **proof of non-profit status** must be attached and included at the time the application packet is submitted.

PROPOSED STAND LOCATION: Vacant Lot
Corner of Contra Costa & Broadway

STAND LOCATION PROPERTY OWNER:

NAME: City of Seaside PHONE: 831-899-6700

ADDRESS: 440 Harcourt Avenue Seaside CA 93955

An original letter from the property owner stating that a fireworks booth is allowed on the property must be included at the time the application is submitted.

DATE SALES TO BEGIN: 6/28/2022 DATE SALES TO END: 7/6/2022

Fireworks may only be sold from noon on June 28th until noon on July 6th and only between the hours of 8:00 AM and 10:00 PM.

NAME OF SUPPLIER: TNT Fireworks

ADDRESS: _____

CONTACT PERSON: NAME: Milton Broussard PHONE: ~~909~~ 744-3413

IS A COPY OF THE STATE FIRE MARSHAL RETAIL FIREWORKS LICENSE ATTACHED?

YES _____ NO X

The original State Fire Marshal Retail Fireworks License must be available and posted in the stand at the time of the Fire Department Inspection or the fireworks permit will not be issued.

I shall indemnify, defend and hold harmless the City of Seaside, its officers, officials, agents and employees from, and against any and all liability, loss, damage, expense, cost (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the sale of fireworks by the applicant organization or its failure to comply with any of its obligations set forth in the City resolutions, regulations, orders or otherwise required by the City, except such loss or damages caused by the active negligence, sole negligence, or willful misconduct of the City.

SIGNATURE: Kenneth Fittro DATE: 3/25/2022

APPLICATION SUBMITTED BY:

NAME: Kenneth Fittro PHONE: 831 402-0312

ADDRESS: 1513 Hilby Avenue Seaside CA 93955

TO THE BEST OF MY KNOWLEDGE, ALL THE INFORMATION PROVIDED IS TRUE AND CORRECT:

SIGNATURE: Kenneth Fittro DATE: 3/25/2022

OFFICIAL USE ONLY

Application Fee (per Adopted Fee Schedule): \$191.00

Fire Department Inspection Fee (per Adopted Fee Schedule): \$191.00

TOTAL: \$382.00

Receipt # _____

TOTAL AMOUNT RECEIVED: _____ **Received by:** _____

Application Received:

Date: _____ *Time:* _____

Received by:

Name: _____ *Title:* _____

City of Seaside Fire Department Fireworks Application Checklist

- _____ Completed "City of Seaside Fire Department Application for Permit to Sell Fireworks"

- _____ Proof of Non-Profit Status (Domestic Non-Profit Status from the Secretary of State, IRS 501(c) (3) certification)

- _____ Letter of Permission from property owner where fireworks stand will be located granting approval for stand to be placed on the property.

- _____ Copy of Temporary Sales Permit from the California Board of Equalization.

- _____ Copy of Certificate of Insurance listing the City of Seaside as an additional insured in accordance with the provisions outlined in the "City of Seaside Policy Relating to the Sale and Use of 'Safe and Sane' Fireworks".

- _____ Copy of the State Fire Marshal – Fireworks Retail License, if available. (Original license must be available for inspection at the time the permit for sales is issued)

- _____ Total payment of fees (*per Adopted Fee Schedule*) made payable to the: **City of Seaside. (FY 20-21 total: \$382.00)**

INTERNAL REVENUE SERVICE
P. O. BOX 2506
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 06 2003

SEASIDE AQUATICS CLUB INC
PO BOX 950
SEASIDE, CA 92085

Employer Identification Number:
77-0474015
DLN:
17051234021022
Contact Person:
RAYMOND WILKES ID# 75105
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

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

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2).

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

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

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

Letter 947 (DO/CG)

SEASIDE AQUATICS CLUB INC

part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

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

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-245, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

Letter 947 (09/01)

SEASIDE AQUATICS CLUB INC

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

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

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

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

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

Sincerely yours,

fa
Lois G. Lerner
Director, Exempt Organizations

Letter 947 (DO/CG)

**Seaside Aquatics Club
The Dolphins
P.O. Box 950
Seaside, CA 93955**

March 23, 2022

City of Seaside Fire Department
440 Harcourt
Seaside, CA 93955

Re: 2022 Fireworks Booth Application

To Whom it May Concern:

Attached you will find the application for the 2022 Fireworks Sales from the Seaside Aquatics Club. We will forward the original application and requested documents and will enclose a check in the amount of \$382.00.

We have submitted a letter to the Planning Division c/o Rick Medina requesting use of the parking lot area located on Broadway and Contra Costa Street since that property is now owned by the City of Seaside.

If you need any further information please do not hesitate to contact me.

Ken Fittro
Head Coach
(831) 402-0312
backstrider@aol.com

Attachment 4

Project Site: 490 Broadway Avenue



Attachment 5 Site Photos



View from corner of Contra Costa Street and Broadway Avenue



View from Contra Costa Street



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 19, 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.

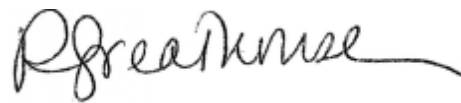
FISCAL IMPACT

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
4. Notice of Appeal Hearing Letter

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

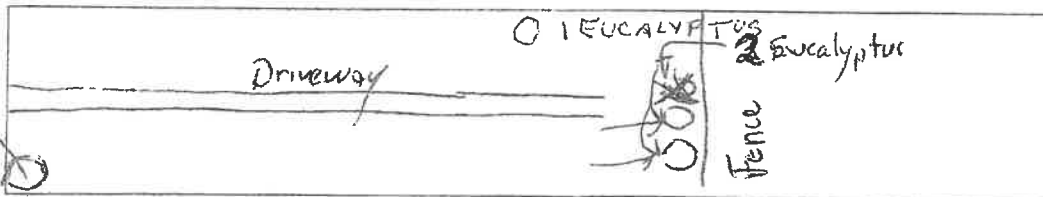
**APPLICATION FOR PERMIT TO TRIM, REMOVE OR PLANT A TREE ON
PRIVATE PROPERTY**

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.

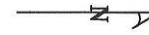
Please grant us approval to remove these 3 trees. Thank you for your consideration of this request,

Sincerely,

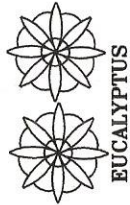


Sat Kirtan K. Khalsa, President
Khalsa Development LLC

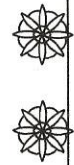
EXISTING FENCE



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



PUBLIC AFFAIRS & CITY CLERK DEPARTMENT

440 Harcourt Avenue
Seaside, CA 93955
www.ci.seaside.ca.us

Telephone 831-899-6707
Fax 831-718-8594

May 10, 2022

Sat Kirtan K. Khalsa
117 Spray Avenue
Monterey, CA 93940
VIA EMAIL: satkirtan@aol.com

Re: Appeal Hearing for Denial of Tree Removal Application at 1014-1020 Trinity Avenue

Dear Sat Kirtan K. Khalsa:

This letter serves as further notice to your appeal application dated April 7, 2022, in which you have appealed against the decision of the denial of a tree removal application at the property address of 1014-1020 Trinity Avenue in Seaside, California, 93955.

You are invited to attend a public hearing held by the Seaside City Council, on Thursday, May 19, 2022 at 5:00 p.m. at Seaside City Hall, 440 Harcourt Avenue in Council Chamber.

You are entitled, if you wish, to be accompanied at the hearing by a property stakeholder and provide testimony to your appeal reasoning. Please advise me at least 24 hours in advance of the meeting if you wish to exercise this right.

The decision of this appeal hearing is final and there is no further right of appeal.

Kindest Regards,

A handwritten signature in cursive script, appearing to read "Dominique L. Davis".

Dominique L. Davis
City Clerk

CC: Sheri L. Damon, City Attorney; Roberta L. Greathouse



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: May 19, 2022

**SUBJECT: RECEIVE SUMMARY REPORT ON THE RESULTS AND
RECOMMENDATIONS OF A PARKING STUDY IN SEASIDE'S
DOWNTOWN WEST BROADWAY URBAN VILLAGE PREPARED BY
DKS ASSOCIATES**

RECOMMENDATION

Receive and file the Parking Study in Downtown West Broadway Urban Village.

BACKGROUND

EXECUTIVE SUMMARY

The City commissioned a parking study for downtown Seaside that is now complete. In general, the parking supply is just adequate for current use, although pockets of high demand occur around specific businesses. Any intensification of land use or special events will require additional parking supply. Additional opportunities may exist for expanding the public parking supply, which include replacing the maintenance yard with a public parking garage and converting Hillsdale from Palm to Olympia with angled parking.

BACKGROUND

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

In 2018, the City finished construction of a complete city-street improvement in Downtown Seaside, which improved the area and changed the parking composition. The project brought to fruition a key part of Seaside's West Broadway Avenue Urban Village Specific Plan and revitalized the downtown by taking the road down from four lanes to two and making it more bike and pedestrian-friendly. Businesses have expressed concerns to staff that sometimes it can be hard to find parking in front of their store. This can be especially challenging during weekends and high-trafficked special events. Because many businesses in the West Broadway area do not have their own off-street parking supply, the availability of adequate public parking is critical to the economic vitality of the area.

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

ANALYSIS

DKS has finished their update to the Parking Study revealing key pieces of data for the future planning of downtown parking. DKS has assessed the adequacy of the current public parking supply and provided near and long-term recommendations for increasing the supply. The on-street parking supply was inventoried by a data collection firm in January 2022. DKS staff verified the parking supply through a Google Street View survey as well as a field visit, which occurred in February 2022. For the study area streets, data was collected on the number of parking spaces, types of parking spaces, parking duration restrictions, and enforcement days and hours.

The on-street parking supply of the entire study area is approximately 512 marked and unmarked spaces; about 30% of spaces are time-restricted. The City is adding a surface parking lot on Broadway and Del Monte that could add about 33 spaces. Angled parking may also be installed on Hillsdale Street between Olympia Avenue and Palm Avenue with one-way operations northbound to further increase the parking supply in the near term by 15 or more. With both of these parking projects complete, the total near-term parking supply increases to 560. According to the parking study, an additional public parking supply ranging from 682 to 1,027 spaces is needed to meet long-term demand. In the medium term, the surface parking supply should be supplemented with a public parking garage with a capacity of approximately 375 public spaces before the full build out of the area occurs.

Some areas of downtown are more impacted than others. Olympia Avenue and Hillsdale Street were found to be heavily parked during midday peak hours with occupancy ranging from 71-100%. The parking occupancy conditions for each observation period can be summarized as follows:

- Weekday midday – The parking supply is barely adequate along Broadway corridor with average midday occupancy at 86%. Pockets of high demand on Olympia Avenue and Hillsdale Street north of Broadway may be due to local businesses storing vehicles on the street. Although some parking spots are available, any intensification of land use would indicate the need for more parking supply.
- Weekday evening – There appears to be adequate parking availability along Broadway corridor. Demand along residential streets is generally adequate although higher than midday. This underscores that residential areas should not be assumed to be available for overflow parking demand for the Broadway corridor, especially if evening use increases.
- Weekend midday – As on weekdays, the parking supply is barely adequate along Broadway corridor. Parking demand on the residential streets is higher than on weekdays.
- Weekend evening - Parking availability is adequate along the Broadway corridor.

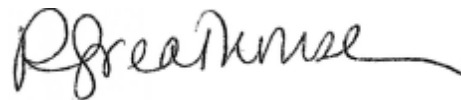
FISCAL IMPACT

None.

ATTACHMENTS

1. Seaside Parking Study Report-DKS

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager



SEASIDE PARKING STUDY REPORT

APRIL 2022

PREPARED FOR:

CITY OF SEASIDE



1970 BROADWAY, SUITE 740, OAKLAND, CA 94612 • 510.763.2061 • DKSASSOCIATES.COM

SHAPING A SMARTER TRANSPORTATION EXPERIENCE™

AN EMPLOYEE-OWNED COMPANY

PREPARED FOR



PREPARED BY DKS ASSOCIATES



Erin Vaca

Haruka Ichikawa

Jeff Heald

Raven Ramos

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INTRODUCTION

The City of Seaside adopted the West Broadway Urban Village Specific Plan in 2010, along with the completion of the City of Seaside Parking Study and Implementation Plan. The specific plan was intended to foster the development of an urban village concept with West Broadway serving as the city's downtown "Main Street." Since adoption of the specific plan, some transportation improvements have been made, including Complete Streets improvements on Broadway Avenue between Del Monte Boulevard and Fremont Boulevard. In addition, land use has intensified to some degree. Both the specific plan and the 2010 parking study called for development of a city-owned parking garage in the area to accommodate expected parking demand in the West Broadway Urban Village area. Because many businesses in the West Broadway area do not have their own off-street parking supply, the availability of adequate public parking is critical to the economic vitality of the area.

The Seaside Parking Study has been conducted to reassess the current parking needs and opportunities. As part of the study, the on-street parking supply was inventoried, and occupancy surveys were performed. Based on the collected data and the expected future parking demand from the Specific Plan, the adequacy of the existing parking supply is assessed with respect to current and future parking demand. Opportunities for expanding the public parking supply are considered, including on parcels that the City owns or is acquiring as well as potential angled street parking within the Specific Plan area.

STUDY AREA

The study area is in downtown Seaside, surrounding Broadway Avenue west of Fremont Boulevard. The study area is between Elm Avenue and Olympia Avenue in the north-south direction and Fremont Boulevard and Del Monte Boulevard in the east-west direction. There are a mix of commercial and residential land uses in this area. The study area overlaps with much of the West Broadway Urban Village Specific Plan, although focused on a narrower corridor immediately adjacent to Broadway Avenue (the Specific Plan extended further south to Amador Avenue and Del Monte Boulevard).

Key elements of the West Broadway Specific Plan include two catalyst redevelopment projects. The first is a mixed-use library and parking structure located between Hillsdale and Alhambra Streets north of Broadway Avenue. The proposed library and parking project include a public library, parking garage with up to 500 spaces, retail, residential spaces, and a public plaza.

The second catalyst project is the development of a multi-modal transit station on Del Monte Boulevard along with the realignment of Broadway Avenue. The proposed realignment of Broadway Avenue would result in the creation of a four-way intersection, with Broadway Avenue realigned to meet the north leg of Contra Costa Street at Del Monte Boulevard. The south leg of Contra Costa Street would be closed to vehicles while retaining access for pedestrians and bicyclists. The proposed multi-modal transit hub would be built at the northwest corner of the new Del Monte Boulevard and Contra Costa Street intersection. This transit hub will potentially be served by a light rail transit or bus rapid transit system as well as the Monterey-Salinas Transit bus system.

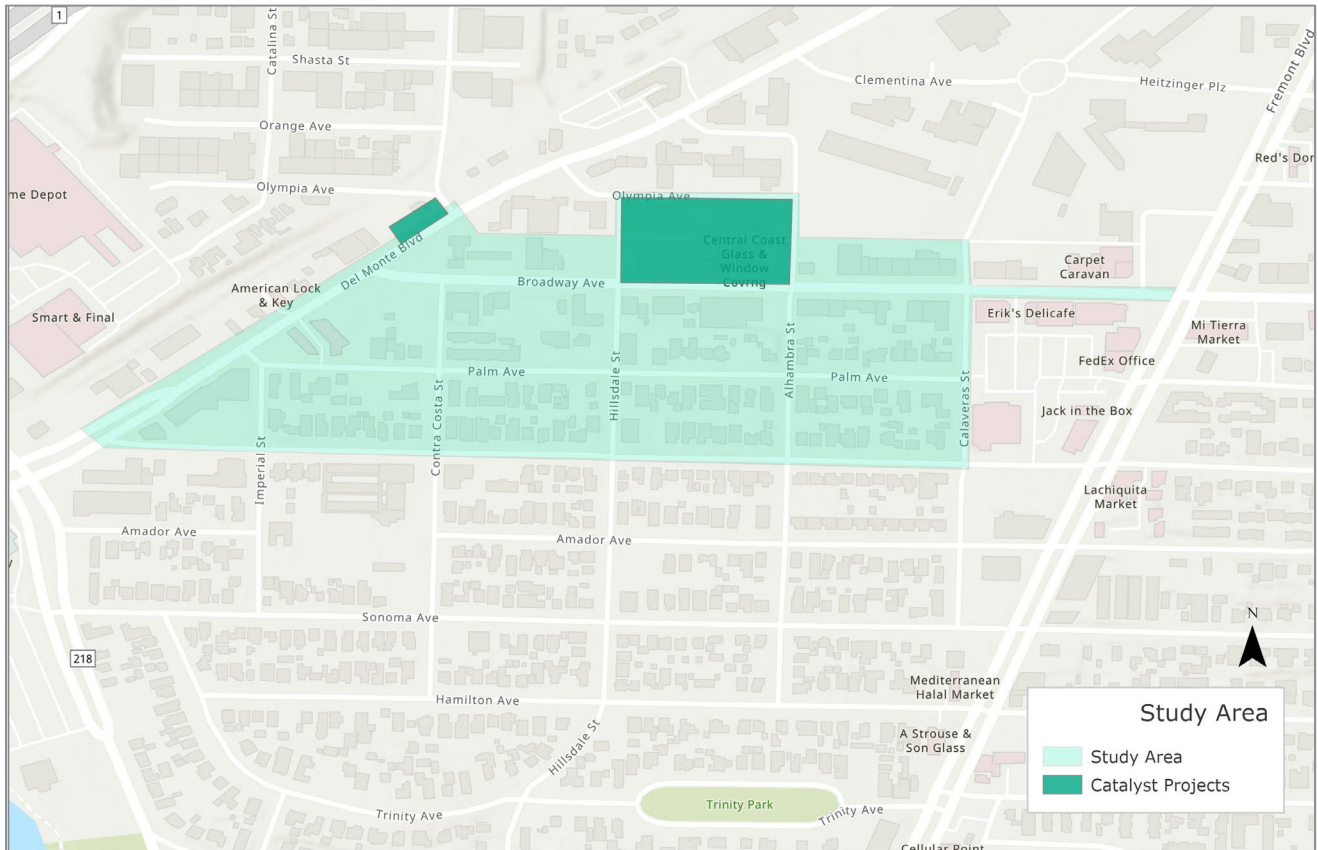


FIGURE 1: STUDY AREA



FIGURE 2: PROPOSED BROADWAY AVENUE REALIGNMENT AND TRANSIT HUB (SOURCE: WEST BROADWAY URBAN VILLAGE SPECIFIC PLAN)

Figure 1 is a map of the West Broadway area with the study area and the catalyst project locations indicated. See Figure 2 for an illustration of the proposed transit hub concept.

PARKING SUPPLY INVENTORY

METHODOLOGY

The on-street parking supply was inventoried by a data collection firm in January 2022. DKS staff verified the parking supply through a Google Street View survey as well as a field visit, which occurred in February 2022. For the study area streets, data was collected on the number of parking spaces, types of parking spaces, parking duration restrictions, and enforcement days and hours. For unmarked on-street parking spaces, one space was estimated as 25 linear feet.

RESULTS

The on-street parking supply of the entire study area is approximately 512 marked and unmarked spaces¹. Marked parking spaces comprises 12% of the total parking supply. The available parking



types include time restricted, ADA, loading zones, and unrestricted parking. No parking spaces were metered. The majority (70%) of parking spaces are unrestricted, and about 30% of the spaces have two-hour time limits. Most of the time-restricted spaces are on Broadway Avenue or side streets adjacent to Broadway Avenue. Table 1 shows a summary of available parking spaces and types by street and Figure 4 displays the available parking space types on a map. See Appendix I for the full parking inventory.

Although not the focus of this study, the residential streets south of and parallel to Broadway within the study area do have the potential to provide some “overflow” parking supply for the West Broadway business corridor. However, some blocks lack curb and gutter, limiting the availability of public on-street parking as vehicles are parked partially on private property and partially within the public right of way, as shown in Figure 3.

FIGURE 3: PARKING ON RESIDENTIAL STREET

¹ Inventory of unmarked on-street parking estimated based on 25 linear feet per space.

TABLE 1: ON-STREET PARKING SUPPLY BY TYPE

STREET	DIRECTION	TIME RESTRICTED	ADA	LOADING ZONE	UNRESTRICTED	OTHER ¹	TOTAL SPACES
ELM AVE	Eastbound	0	0	0	77	3	80
	Westbound	0	0	0	64	7	71
PALM AVE	Eastbound	2	0	0	30	21	53
	Westbound	0	0	0	52	0	52
BROADWAY AVE	Eastbound	21	0	0	0	0	21
	Westbound	26	0	0	0	0	26
OLYMPIA AVE	Eastbound	0	0	0	12	0	12
	Westbound	0	0	0	12	0	12
CALAVERA ST	Northbound	15	0	1	1	0	17
	Southbound	12	1	0	2	0	15
ALHAMBRA ST	Northbound	13	0	0	8	0	21
	Southbound	13	0	0	8	0	21
HILLSDALE ST	Northbound	6	1	0	13	0	20
	Southbound	14	0	0	0	0	14
CONTRA COSTA ST	Northbound	5	0	0	13	0	18
	Southbound	4	0	0	10	0	14
IMPERIAL ST	Northbound	0	0	0	8	0	8
	Southbound	0	0	0	8	0	8
DEL MONTE BLVD	Northbound	0	0	0	0	0	0
	Southbound	0	0	0	9	0	9
SANTA BARBARA ST		20	0	0	0	0	20

¹ Spaces on street sections without curbs and gutters

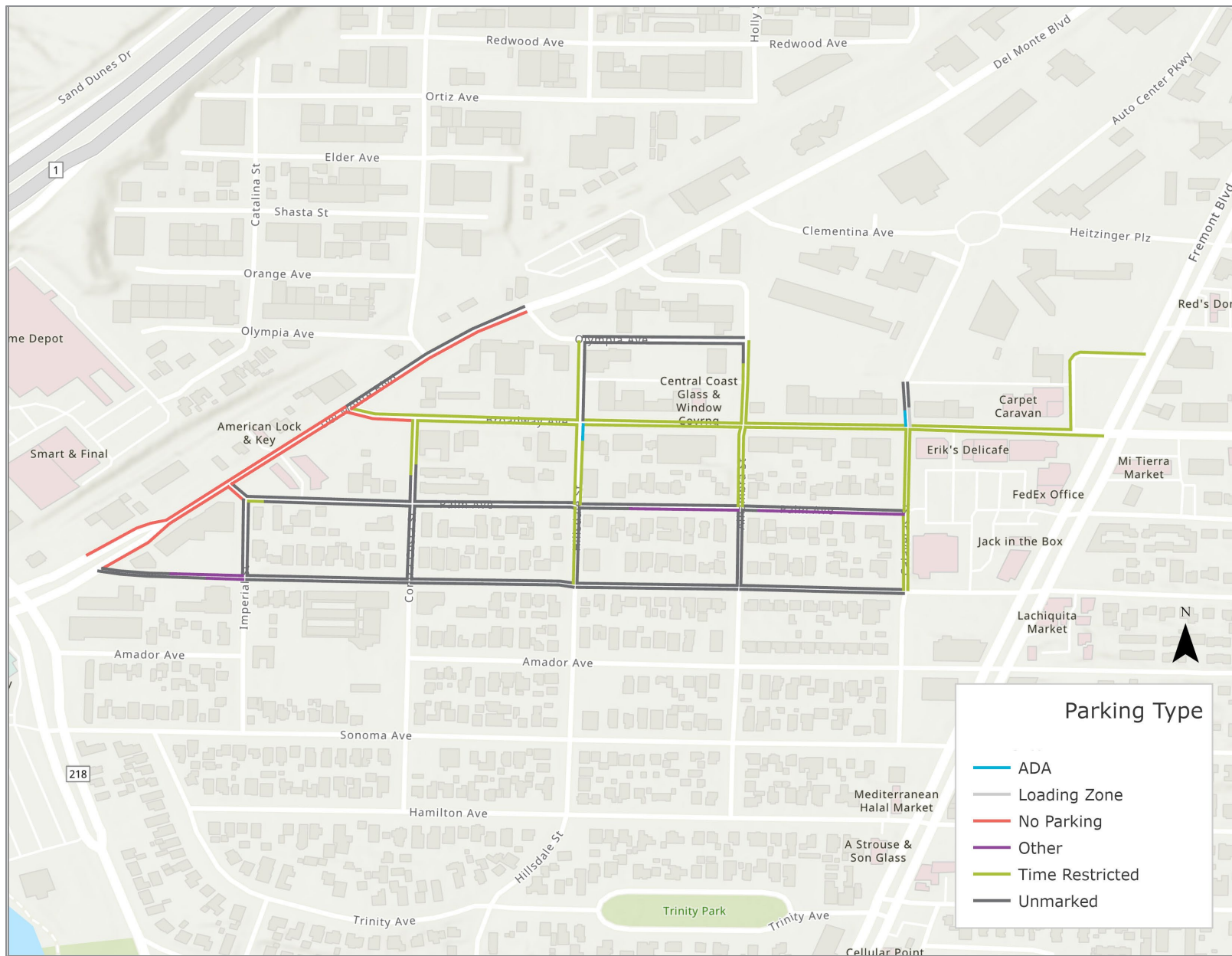


FIGURE 4: MAP OF ON-STREET PARKING SUPPLY BY TYPE

PARKING OCCUPANCY SURVEY

METHODOLOGY

Parking occupancy on the study area streets was observed by a data collection firm in January 2022. Data was collected in 30-minute intervals across midday and evening peak hours on the weekday and weekend. The peak hours for both weekday and weekend were defined as follows:

- Midday Peak Hours: 12:00 – 2:00 PM
- Evening Peak Hours: 7:00 – 10:00 PM

The above times are consistent with the peak hours used in the City of Seaside Parking Study and Implementation Plan (2010). Note that parking occupancy on Santa Barbara Street and Calavera Street north of Broadway Avenue was not observed during the parking occupancy survey.

A commonly used standard to assess parking supply versus demand is that no more than 85 percent of the spaces should be occupied at any given time. Higher occupancy rates are associated with motorists having to circulate excessively in search of a parking space, potentially leading to congestion and emissions impacts.

Note that in the following results, some blocks have an occupancy greater than 100%. This could be due to illegal parking as well as the margin of error of estimating unmarked parking spaces—for example, smaller cars or motorcycles would take up less space than the 25-foot estimation that was applied when estimating parking supply.

WEEKDAY PARKING OCCUPANCY

MIDDAY PEAK HOURS

During the midday peak hours, parking demand is highest along Broadway Avenue with average occupancy ranging from 71 to 100%. Olympia Avenue and Hillsdale Street are also heavily parked; this may be due to auto repair businesses storing vehicles on the street while awaiting repairs. Figure 5 displays the average occupancy during the weekday midday peak period.

EVENING PEAK HOURS

During the weekday evening observed, there appeared to be more parking availability along Broadway Avenue corridor and Olympia Avenue. In contrast to the midday peak period, the residential areas south of Broadway Avenue generally have higher occupancy during the evening. This is as expected as residents return home for the evening. Figure 6 shows the average occupancy during the weekday evening peak period.

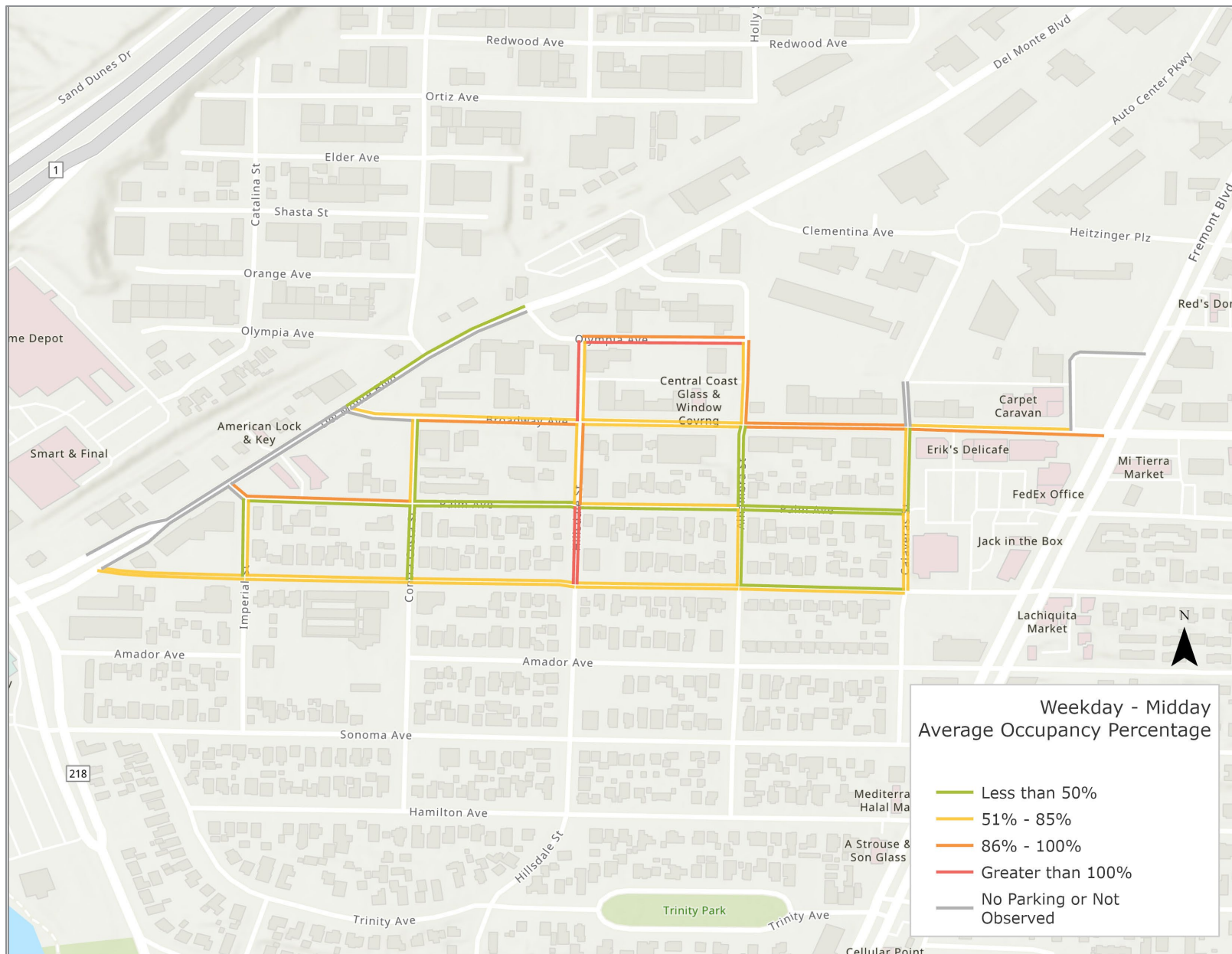


FIGURE 5: AVERAGE OCCUPANCY DURING WEEKDAY MIDDAY PEAK HOURS (12:00 – 2:00 PM)



FIGURE 6: AVERAGE OCCUPANCY DURING WEEKDAY EVENING PEAK HOURS (7:00 – 10:00 PM)

WEEKEND PARKING OCCUPANCY

MIDDAY PEAK HOURS

The average occupancy pattern during the weekend midday peak period is comparable to that of the weekday midday peak period. The residential streets south of Broadway Avenue have higher average occupancy than the weekday midday peak period. Figure 7 shows the average occupancy during the weekend midday peak period.

EVENING PEAK HOURS

The average occupancy pattern during the weekend evening peak period is similar to that of the weekday evening peak period. Figure 8 displays the average occupancy during the weekend evening peak period.

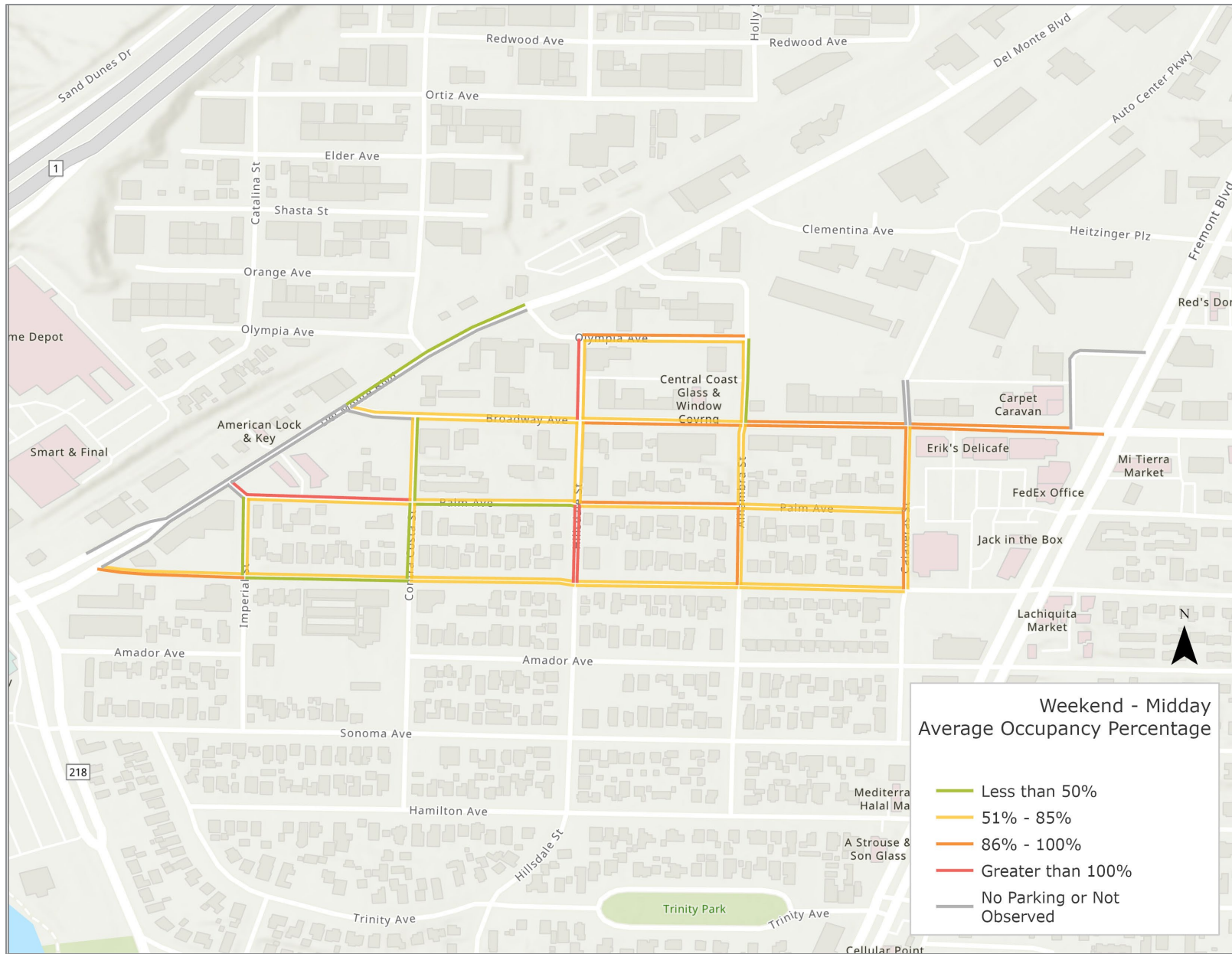


FIGURE 7: AVERAGE OCCUPANCY DURING WEEKEND MIDDAY PEAK HOURS (12:00 – 2:00 PM)

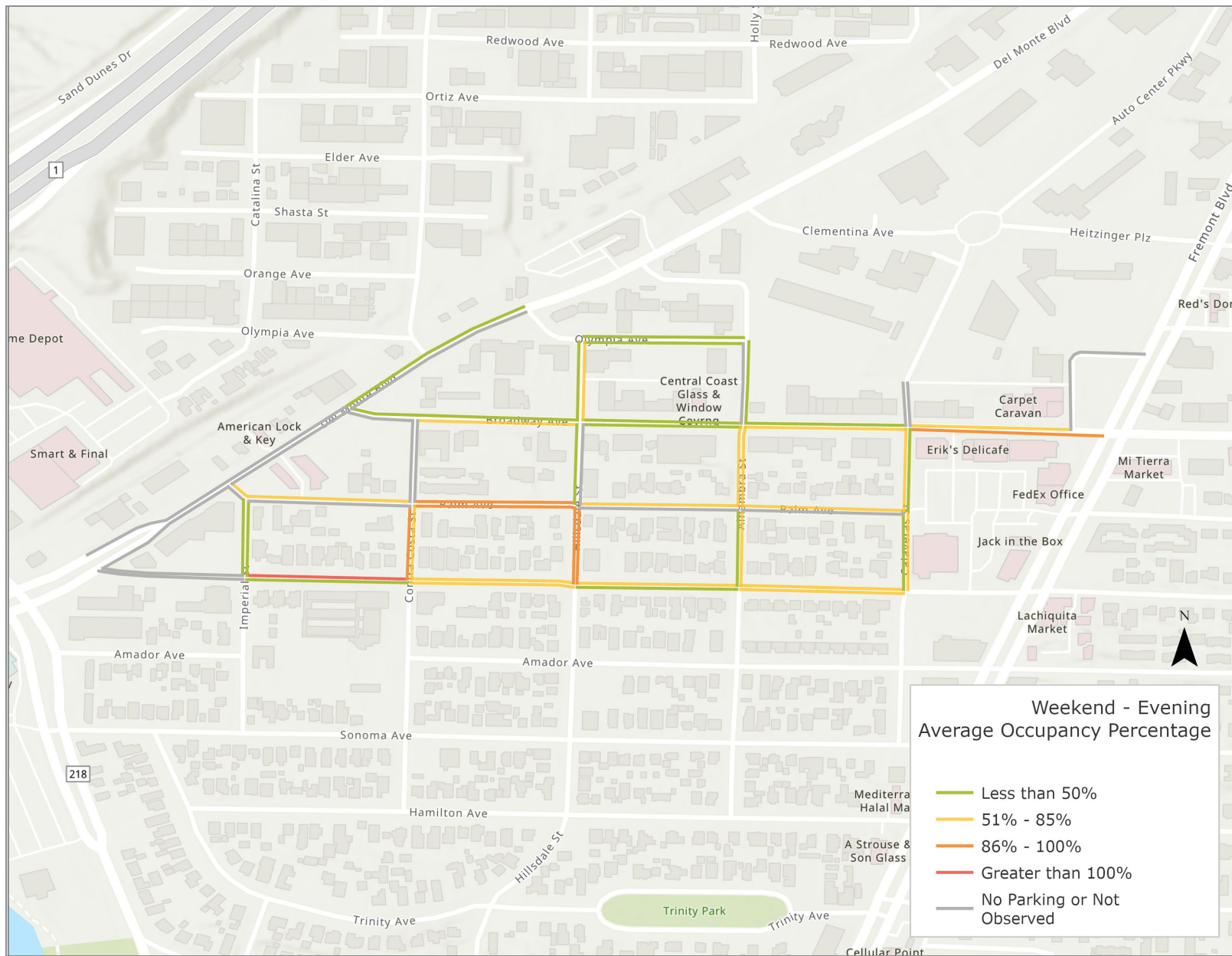


FIGURE 8: AVERAGE OCCUPANCY DURING WEEKEND EVENING PEAK HOURS (7:00 – 10:00 PM)

PARKING SUPPLY AND EXISTING DEMAND

Figure 9 and Figure 10 show the total weekday and weekend parking occupancy for the midday and evening peak hours, respectively. Table 2 shows a comparison between the average and peak occupancy by observation period.

Although the area wide occupancy never exceeds 85 percent in any observation period, there is at least one block that exceeds this threshold in each period. Particularly, Broadway Avenue, Olympia Avenue, Hillsdale Street, and Contra Costa Street have average occupancies of over 85% across multiple observation periods.

The parking occupancy conditions for each observation period can be summarized as follows:

- *Weekday midday* – The parking supply is barely adequate along Broadway corridor with average midday occupancy at 86%. Pockets of high demand on Olympia Avenue and Hillsdale Street north of Broadway may be due to local businesses storing vehicles on the street. Although some parking spots are available, any intensification of land use would indicate the need for more parking supply.
- *Weekday evening* – There appears to be adequate parking availability along Broadway corridor. Demand along residential streets is generally adequate although higher than midday. This underscores that residential areas should not be assumed available for overflow parking demand for the Broadway corridor, especially if evening uses increase.
- *Weekend midday* – As on weekdays, the parking supply is barely adequate along the Broadway corridor. Parking demand on the residential streets higher than on weekdays.
- *Weekend evening* - Parking availability is adequate along the Broadway corridor.

In general, the parking supply is just adequate for current use, although pockets of high demand occur around specific businesses. Any intensification of land use or special events will require additional parking supply.

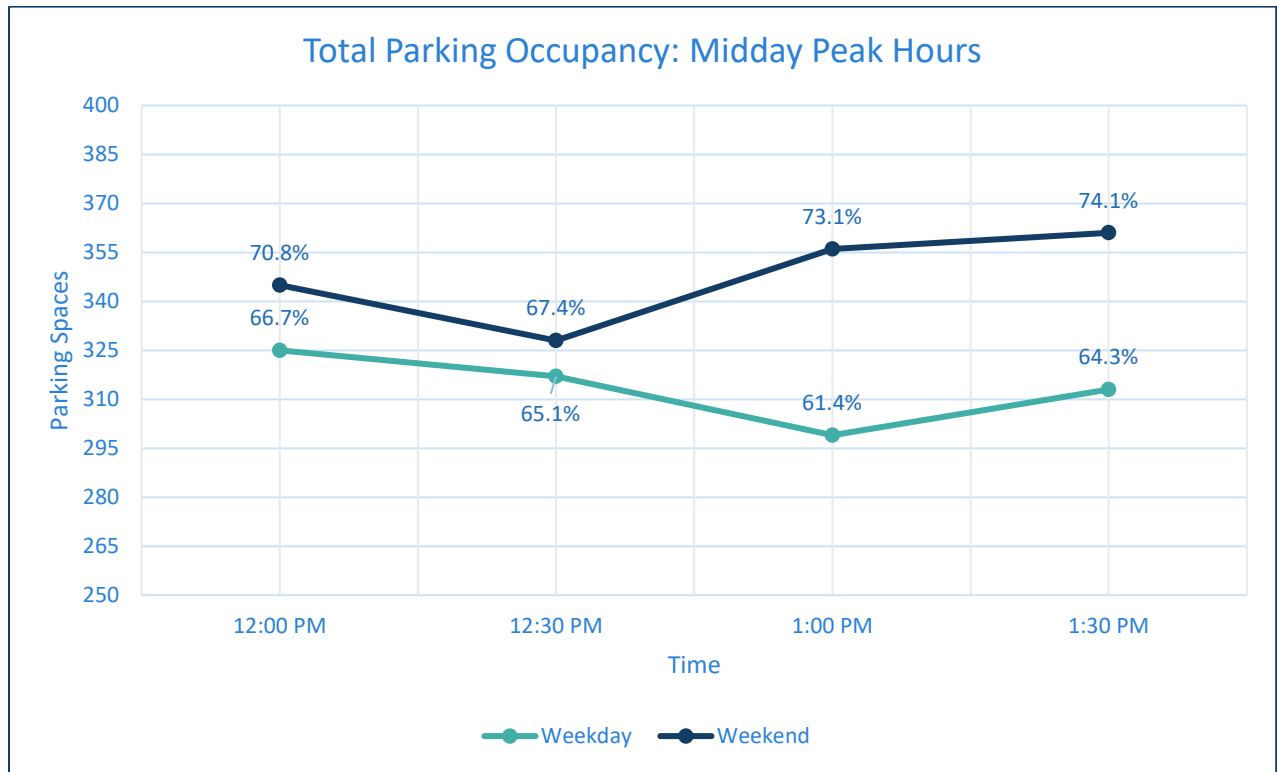


FIGURE 9: TOTAL PARKING OCCUPANCY FOR WEEKDAY AND WEEKEND MIDDAY PEAK HOURS

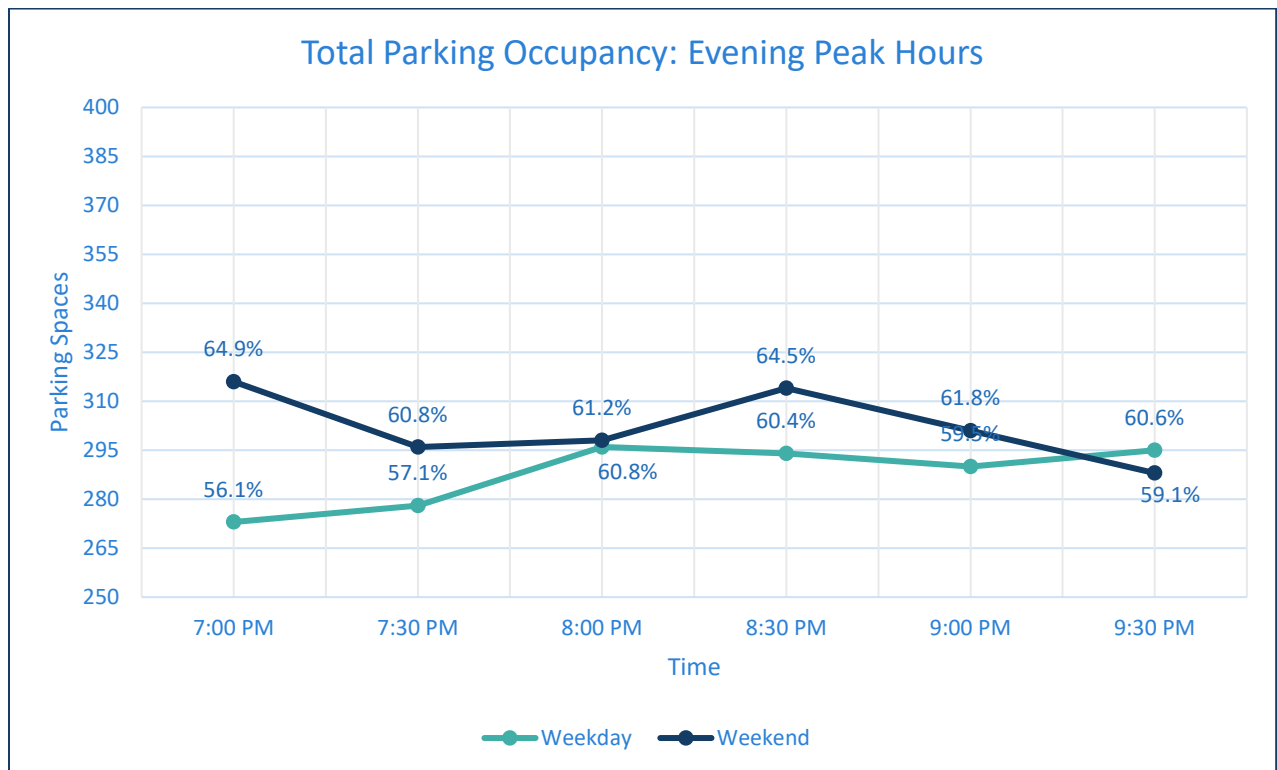


FIGURE 10: TOTAL PARKING OCCUPANCY FOR WEEKDAY AND WEEKEND EVENING PEAK HOURS

TABLE 2: AVERAGE VS PEAK OCCUPANCY BY PEAK PERIOD¹

STREET	DIRECTION	WEEKDAY				WEEKEND			
		MIDDAY		EVENING		MIDDAY		EVENING	
		AVG.	PEAK	AVG.	PEAK	AVG.	PEAK	AVG.	PEAK
ELM AVE	Eastbound	69%	75%	60%	70%	68%	73%	53%	55%
	Westbound	71%	76%	82%	92%	69%	79%	80%	92%
PALM AVE	Eastbound	36%	40%	76%	83%	62%	72%	74%	89%
	Westbound	60%	65%	79%	85%	87%	90%	79%	83%
BROADWAY AVE	Eastbound	86%	91%	38%	48%	86%	95%	57%	67%
	Westbound	77%	85%	42%	54%	89%	96%	77%	89%
OLYMPIA AVE	Eastbound	108%	108%	17%	25%	67%	92%	33%	50%
	Westbound	100%	100%	17%	17%	92%	117%	42%	58%
CALAVERA ST ²	Northbound	47%	53%	40%	47%	60%	73%	47%	53%
	Southbound	75%	83%	42%	58%	83%	100%	58%	67%
ALHAMBRA ST	Northbound	57%	67%	43%	48%	52%	62%	52%	67%
	Southbound	62%	76%	43%	52%	76%	95%	48%	62%
HILLSDALE ST	Northbound	90%	105%	60%	65%	90%	105%	85%	90%
	Southbound	93%	93%	71%	79%	100%	114%	57%	64%
CONTRA COSTA ST	Northbound	33%	44%	44%	50%	50%	67%	50%	56%
	Southbound	57%	79%	100%	107%	57%	79%	93%	100%
IMPERIAL ST	Northbound	75%	75%	25%	25%	63%	75%	38%	63%
	Southbound	50%	63%	63%	63%	50%	63%	50%	63%
DEL MONTE BLVD	Northbound	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Southbound	22%	33%	22%	22%	33%	33%	22%	22%

¹ Streets with occupancy greater than 85% (approaching practical parking capacity) are highlighted in yellow.² Calavera Street north of Broadway Avenue is not included.

PARKING OPPORTUNITY ASSESSMENT

Based on the results of the parking supply assessment and future parking demand, it is clear that the City would benefit from additional parking supply. Several options existing for increasing the parking supply.

- The City is in the process of purchasing two parcels at the corner of Broadway and Del Monte. These parcels are ideally located, since they are at the entrance to the downtown corridor and close to the proposed transit hub at the northeast corner of Broadway Avenue and Del Monte Boulevard. Currently serving as a parking lot, these parcels can be restriped to increase the parking supply and potentially also serve additional functions such as bicycle storage and/or rental.
- The City has tested temporary reconfiguration of Contra Costa Street from Broadway to Palm Avenue to function as a one-way southbound facility with on-street angled parking. This temporary configuration increased the parking supply by 24 spaces and could potentially be made permanent and/or implemented at additional locations.
- As proposed in the West Broadway Urban Village Specific Plan, the City plans redevelopment of the block where its corporation yard is currently located, on Olympia Avenue between Hillsdale and Alhambra Streets. This site could host civic, residential, and mixed uses. A public parking garage would serve the civic and mixed uses.
- Additional opportunities may exist for expanding the public parking supply. These include a lot on Fremont Boulevard and Broadway that could potentially be leased. This location would complement the existing angled street parking on Santa Barbara Street. In addition, there is a city-owned parcel on Del Monte that could be used for overflow parking until it is redeveloped.

These strategies for increasing the public parking supply are discussed in more detail in the following sections. Figure 11 locates the various opportunities for additional parking within the study areas.

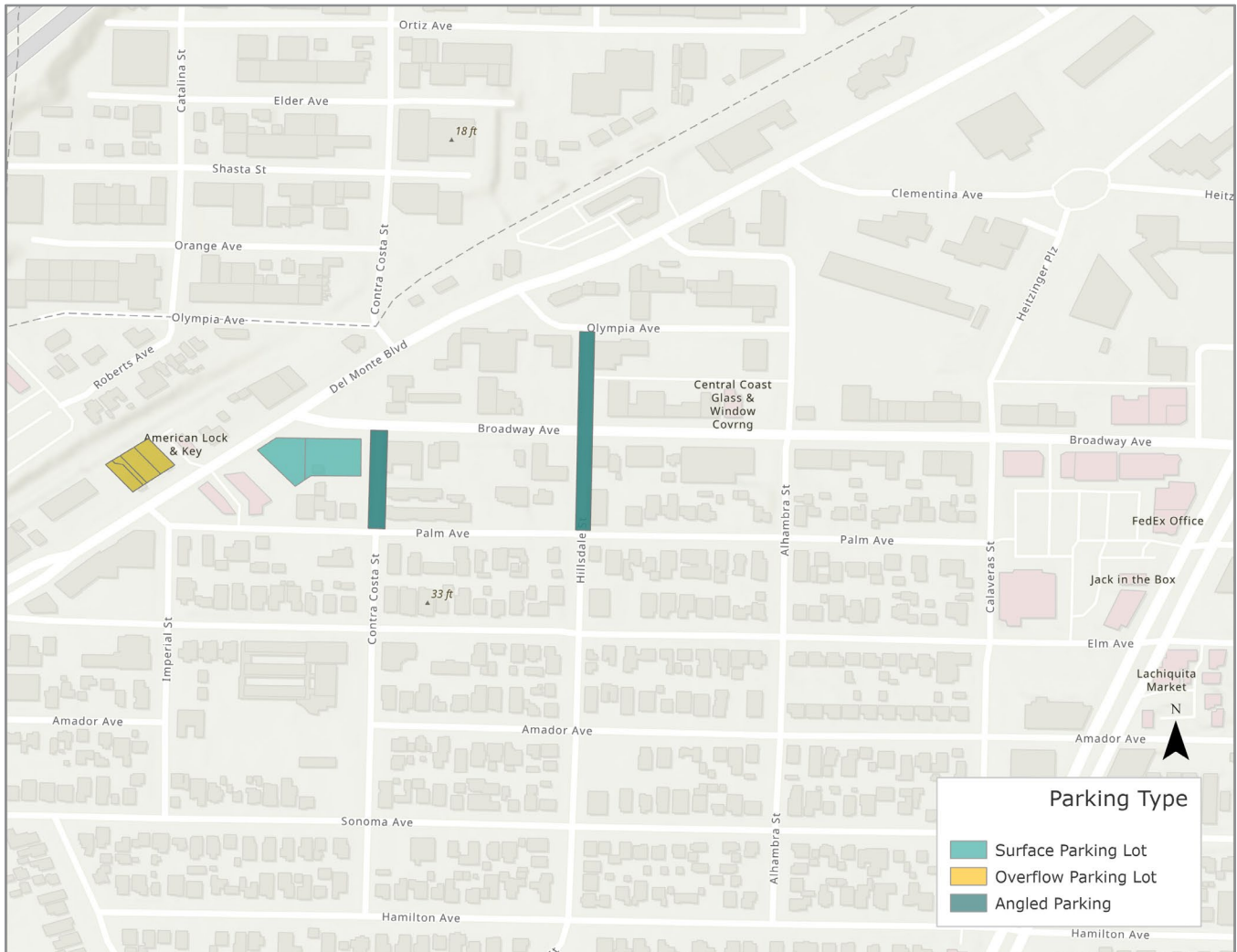


FIGURE 11: PARKING OPPORTUNITY SITES

OFF STREET SURFACE PARKING

PUBLIC LOT AT BROADWAY AVENUE AND DEL MONTE BOULEVARD

This section presents alternative parking layouts for the lot to the south of the Broadway Avenue and Del Monte Boulevard intersection, which currently has 27 stalls. The existing lot has a right-in, right-out exit on Broadway Avenue and a two-way entrance/exit on Contra Costa Street. There is an existing small structure in the southwest corner. Figure 12 shows an aerial image of the existing parking lot. All three proposed layouts increase the number of stalls and incorporate a bike parking area.

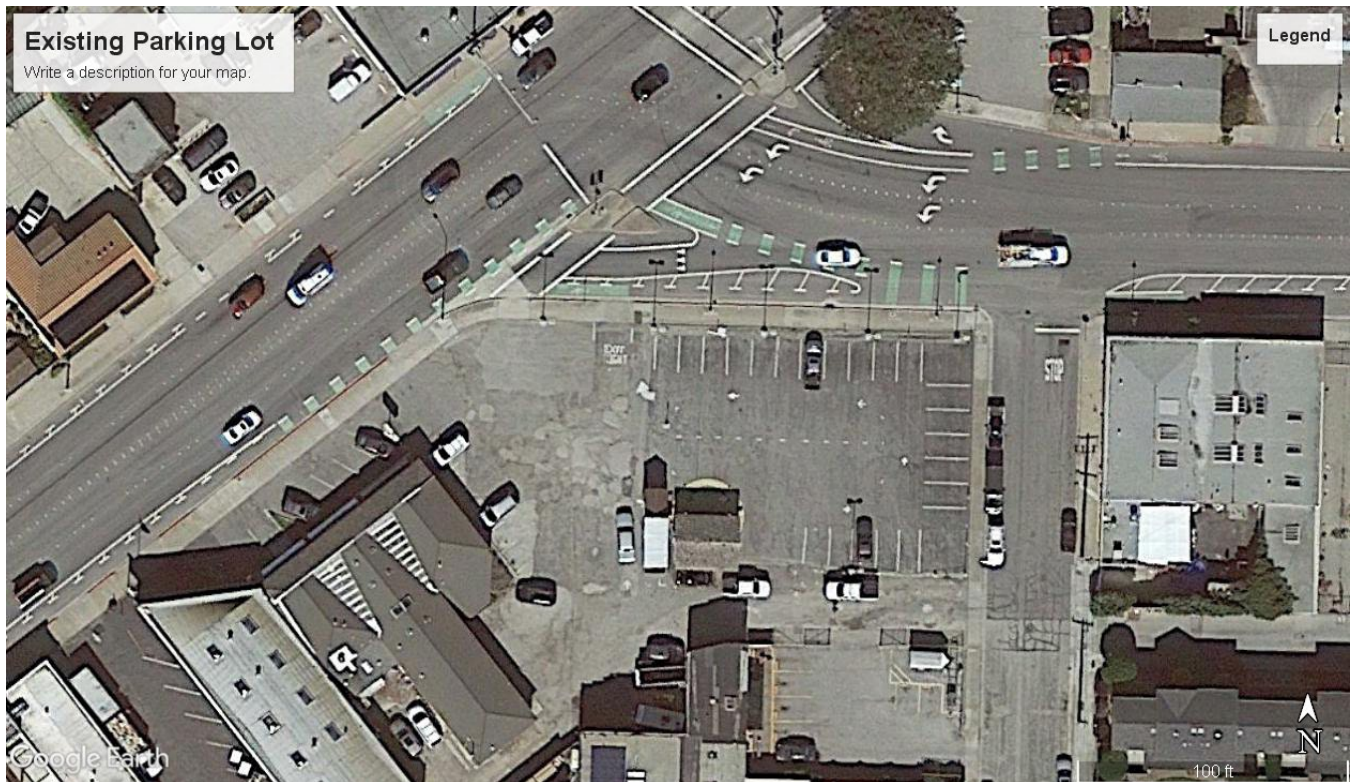


FIGURE 12: AERIAL IMAGE OF EXISTING PARKING LOT

All Concepts:

- Parking stalls are 20 feet length by 10 feet width
- A 2-foot-wide median curb is placed in the middle of the lot, 24 feet from the south side of Broadway Avenue
- The stalls on the southwest corner of the lot are to be re-striped
- A proposed bike area is placed in the northwest corner of the lot (dimensions vary)

Concept 1 (Figure 13):

- Plan removes the existing structure within the lot and the driveway exit on Broadway Avenue
- A 2-foot-wide median curb is placed in the middle of the lot to provide two-way circulation
- The quantity of the proposed stalls is 38 (added 11 new)

Concept 2 (Figure 14):

- Plan retains the existing structure, but removes the driveway exit on Broadway Avenue
- A 2-foot-wide median curb is placed in the middle of the lot to provide one-way circulation
- The quantity of the proposed stalls is 33 (added 6 new)

Concept 3 (Figure 15):

- Plan removes the existing structure, but retains the driveway exit on Broadway Avenue

- A 2-foot-wide median curb is placed in the middle of the lot to provide two-way circulation
- Driveway exit on Broadway Avenue is a exit only and 15 feet in width
- The quantity of the proposed stalls is 36 (added 9 new)

ADDITIONAL SURFACE PARKING OPPORTUNITIES

These include a lot on Fremont Boulevard and Broadway that could potentially be leased. This location would complement the existing angled street parking on Santa Barbara Street.

In addition, there are city-owned parcels on Del Monte (APN 011-301-010, 011-301-011, 011-301-023, 011-301-024) that can be converted to overflow surface parking.

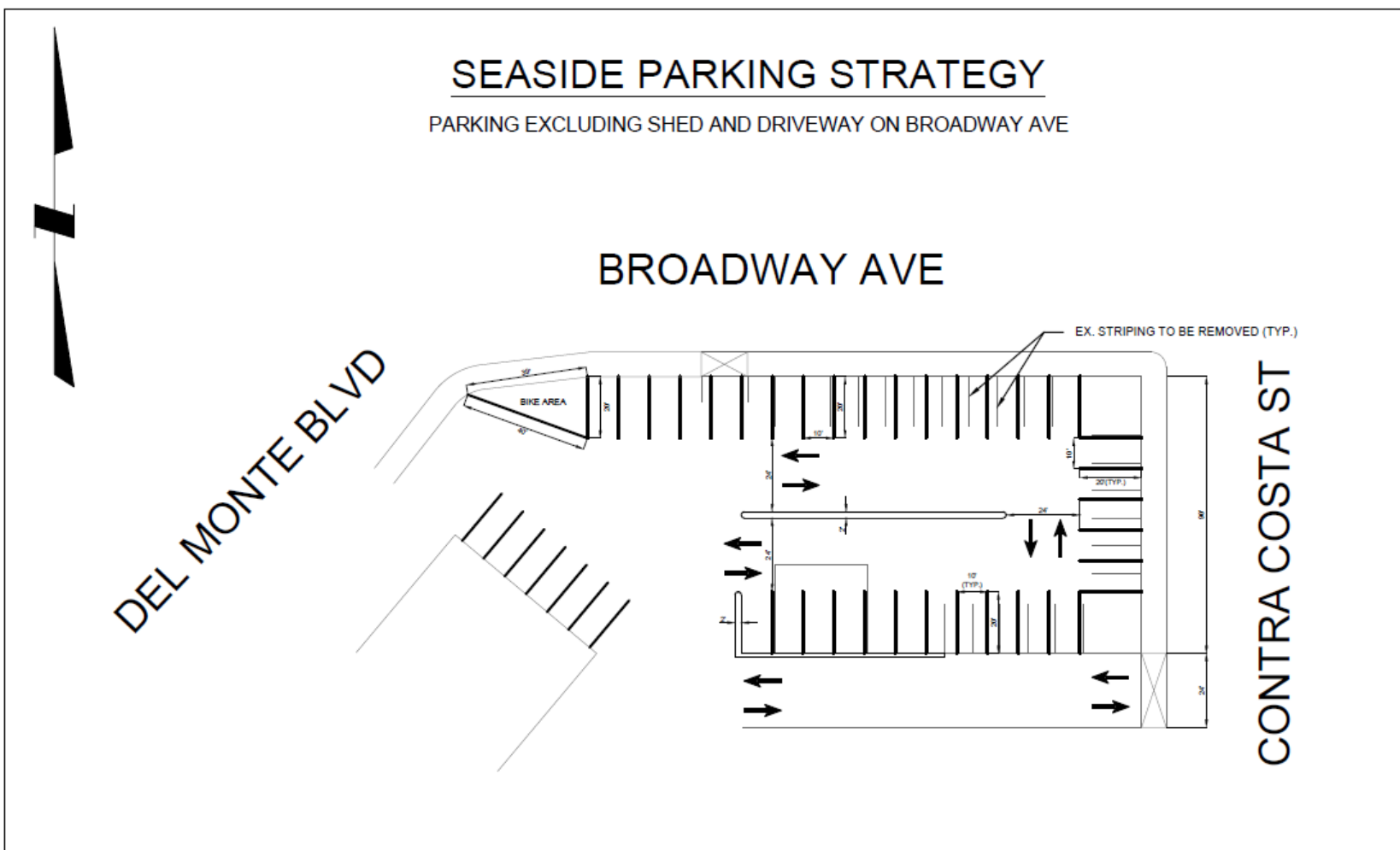
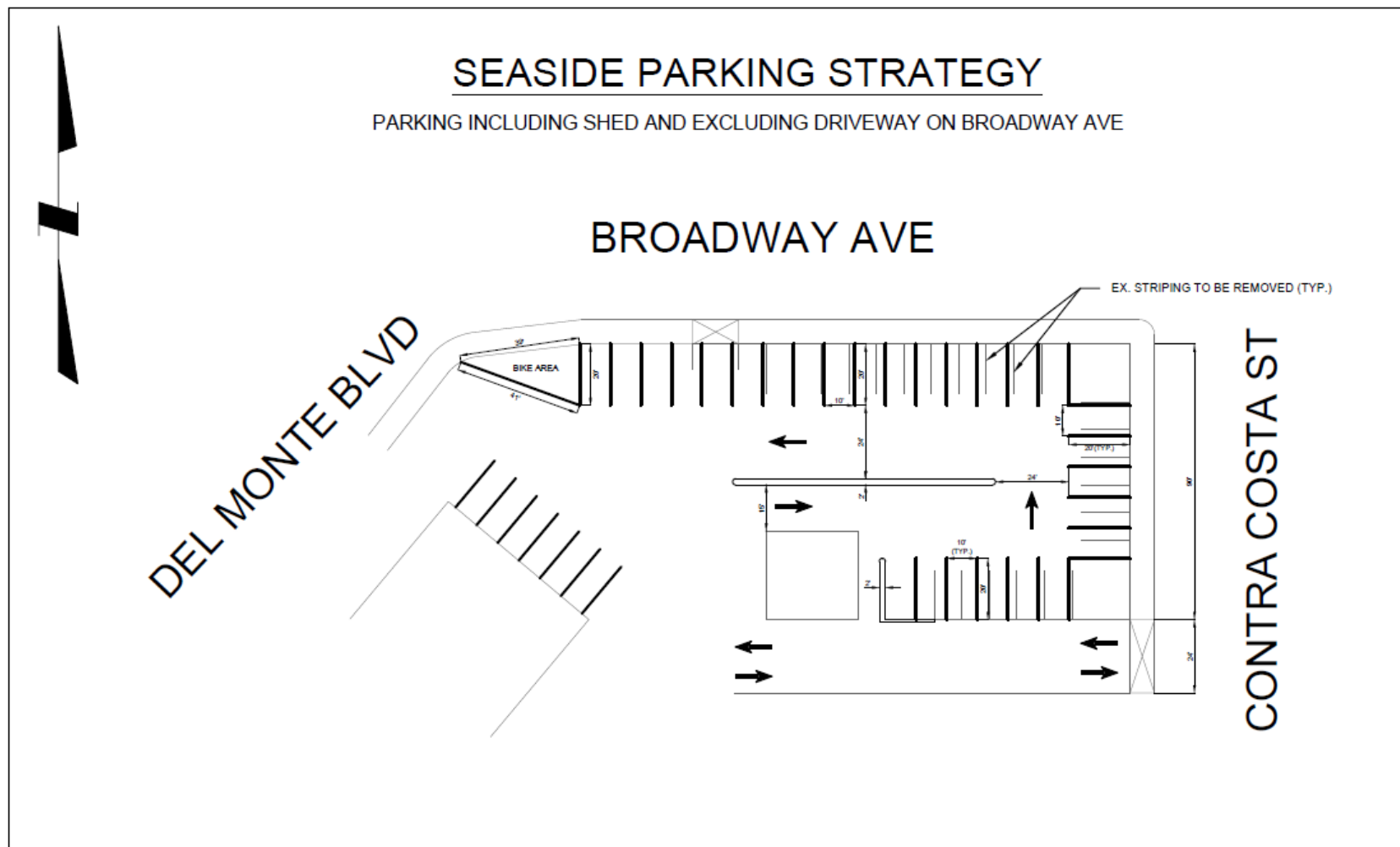
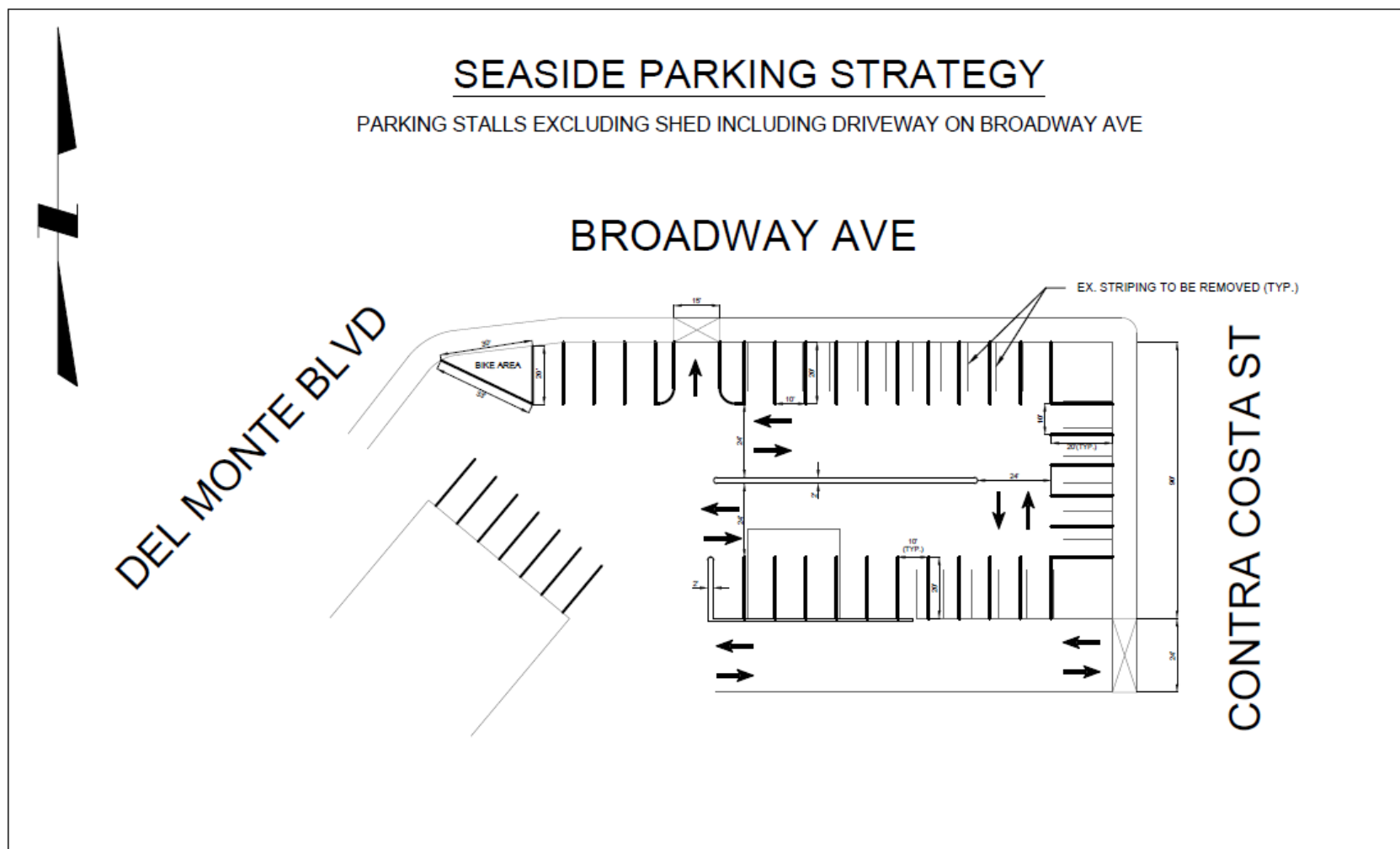


FIGURE 13: PROPOSED PARKING CONCEPT 1



PARKING STALLS	
EXISTING	27
PROPOSED	33

FIGURE 14: PROPOSED PARKING CONCEPT 2



PARKING STALLS	
EXISTING	27
PROPOSED	36

FIGURE 15: PROPOSED PARKING CONCEPT 3

ON-STREET ANGLED PARKING

As previously mentioned, the City has tested one way operation (southbound) with angled parking on Contra Costa Street between Broadway Avenue and Palm Avenue. This configuration, if permanently implemented would net 21 additional street parking spaces for a 45-degree angle and 25 spaces for a 60-degree angle. Table 3 below summarizes these results.

The study area streets were reviewed to identify additional opportunities for angled parking. Hillsdale Street between Palm Avenue and Olympia Avenue was identified as an additional opportunity for this type of conversion. There is a high parking demand on this street and its width can accommodate all potential parking angles (30, 45, and 60 degrees). Table 4 summarizes the potential change in parking supply with the installation of angled street parking on Hillsdale Street.

TABLE 3: CHANGE IN PARKING SUPPLY ON CONTRA COSTA ST FROM INSTALLATION OF ANGLED PARKING

	45-DEGREE	60-DEGREE
EXISTING STALLS, EACH SIDE	10 (east), 6 (west)	10 (east), 6 (west)
PROPOSED STALLS – EAST	20	22
PROPOSED STALLS – WEST	17	19
NET CHANGE IN STALLS	10 (east)	12 (east)
	11 (west)	13 (west)

^a Street width is 34 feet; 9-foot width x 19-foot length stalls

TABLE 4: CHANGE IN PARKING SUPPLY ON HILLSDALE ST FROM INSTALLATION OF ANGLED PARKING

	45-DEGREE	60-DEGREE
EXISTING STALLS, EACH SIDE	11	11
PROPOSED STALLS – EAST	20	22
PROPOSED STALLS – WEST	17	19
NET CHANGE IN STALLS	9 (east)	11 (east)
	6 (west)	8 (west)

^a Street width is 34 feet; 9-foot width x 19-foot length stalls

FUTURE PARKING DEMAND AND NEEDED SUPPLY

The near-term parking supply includes the existing on-street parking supply and the potential parking spaces that can be added through restriping the Broadway Avenue-Del Monte Boulevard parking lot and the angled parking on Hillsdale Street. Taking a conservative estimate by using the minimum number of additional proposed parking spaces, the near-term potential parking supply totals 554 spaces. A summary of this calculation is shown in Table 4.

TABLE 5: TOTAL NEAR-TERM PUBLIC PARKING SUPPLY

EXISTING/NEAR-TERM PARKING LOCATION	NUMBER OF SPACES
EXISTING ON-STREET PARKING SUPPLY	512
RESTRIPEB BROADWAY-DEL MONTE PARKING LOT	33
ADDITIONAL ANGLED PARKING ON HILLSDALE ST	15
TOTAL NEAR-TERM PARKING SUPPLY	560

Future parking demand associated with the buildout of the West Broadway area was analyzed in the Transportation Impact Analysis prepared for the specific plan, as summarized in Table 5². Assuming that approximately 50 percent of the parking demand is associated with new residential uses, which typically provide on-site parking for residents and guest, the required additional public parking supply ranges from 682 to 1027 spaces, depending on whether minimum or maximum parking standards are applied, and whether shared parking is assumed for annual average or peak parking demands.

Comparing the range of estimated additional public parking supply required to the supply that will be available in the near term (~560 spaces) shows that an additional 122 to 467 spaces must be provided.

The Specific Plan proposes up to 500 parking spaces being built as part of the mixed-use library and public parking project. Of the 500 spaces in the proposed parking garage, 128 spaces would be dedicated to the residential use, leaving 372 additional public spaces to be provided in the parking garage. ***Thus, a public garage providing about 375 spaces should, along with the proposed near-term surface parking strategies, provide sufficient parking for average parking demands in the West Broadway specific plan area.***

However, as indicated by the pre-holiday peak shared parking demand calculations reported in Table 5, there will be seasonal and special event peaks where the demand will exceed supply. These occasions may require special arrangements for “overflow” parking, such as parking on the city-owned parcel on Del Monte Boulevard or shuttles to remote parking sites.

² Fehr and Peers. *Transportation Impact Analysis; West Broadway Urban Village Specific Plan* (May 2009).

TABLE 6: ESTIMATED FUTURE PARKING REQUIREMENTS AND DEMAND

PLAN PHASE	SPECIFIC PLAN PARKING STANDARDS		SHARED PARKING ANALYSIS ^b	
	MINIMUM	MAXIMUM	AVERAGE ANNUAL	HOLIDAY PEAK
PHASE I	411	538		417
PHASE II	773	1009		1239
BUILDOUT	1363	1676	1780	2053
NON-RESIDENTIAL SUPPLY NEEDED ^a	682	838	890	1027
ESTIMATED ADDITIONAL SUPPLY REQUIRED	122	278	330	467

^a Estimated as 50% of the Buildout parking requirement/demand based on the Specific Plan TIA

^b Urban Land Institute shared parking analysis was conducted for both an annual average and pre-holiday peak season.

Sources: Transportation Impact Analysis; West Broadway Urban Village Specific Plan. Additional calculations by DKS Associates.

In the longer term, the construction of the of the multi-modal transit station on Del Monte Boulevard and the realignment of Broadway Avenue may result in the removal of the parking lot at Broadway Avenue and Del Monte Boulevard. Before this occurs, the spaces should be replaced either by implementing the parking garage at Olympia Street or by providing extra parking at the transit hub.

SUMMARY OF FINDINGS AND RECOMMENDATIONS

Although the existing public parking supply in the study area is just adequate, pockets of high demand occur around specific businesses. Any intensification of land use or special events will require additional parking supply. To address these needs in the short term, DKS recommends:

- The existing parking lot on to the south of the Broadway Avenue and Del Monte Boulevard intersection should be restriped following one of the proposed parking layouts that accompany this report.
- Angled parking should be installed on Contra Costa Street between West Broadway Avenue and Palm Avenue with southbound one-way operations. Angled parking may also be installed Hillsdale Street between Olympia Avenue and Palm Avenue with one-way operations northbound to further increase the parking supply in the near term.

In the medium term, the surface parking supply should be supplemented with a public parking garage with a capacity of approximately 375 spaces before the full build out of the area occurs. The most likely location for the garage would be in conjunction with a mixed-use development on the Olympia Avenue site.

In the longer term, the total parking supply will need to be maintained and potentially increased as the area nears build out. For example, plans should be in place to replace parking spaces if the planned public plaza happens to displace the surface lot at Broadway and Del Monte Boulevard. The surface lot spaces might be replaced either at the public parking garage or with the provision of additional parking at the planned transit hub.

Finally, parking occupancy surveys should be conducted appropriately every five years to ensure that an appropriate supply is developed to maintain to support economic and community development in the specific plan area.

APPENDIX



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CONTENTS

SECTION 1. PARKING DATA COLLECTION SHEETS

SECTION 1. PARKING DATA COLLECTION SHEETS

25034-Seaside Parking
Parking Study: Weekday Occupancy

ELM AVE BTW DEL MONTE & CALAVERAS

		UPDATED LEGAL SPACES	MIDDAY						MIDDAY MAX	MIDDAY MAX PERCENTAGE	MIDDAY AVG	MIDDAY AVG PERCENTAGE	EVENING									
			12:00	12:30	1:00	1:30							7:00	7:30	8:00	8:30	9:00	9:30	EVENING MAX	EVENING MAX PERCENTAGE	EVENING AVG	EVENING AVG PERCENTAGE
EASTBOUND	TOTAL	80	55	51	54	60	60		75.0	55	68.8		44	40	45	50	52	56	56	70.0	48	60.0
DEL MONTE	IMPERIAL	12	8	10	9	12	12		100.0	10	83.3		6	5	7	6	6	7	7	58.3	6	50.0
IMPERIAL	CONTRA COSTA	20	11	10	12	11	12		60.0	11	55.0		13	5	6	9	11	11	13	65.0	9	45.0
CONTRA COSTA	HILLSDALE	16	14	10	11	11	14		87.5	12	75.0		5	11	10	10	11	12	12	75.0	10	62.5
HILLSDALE	ALHAMBRA	18	13	11	14	16	16		88.9	14	77.8		9	10	10	12	12	13	13	72.2	11	61.1
ALHAMBRA	CALAVERAS	14	9	10	8	10	10		71.4	9	64.3		11	9	12	13	12	13	13	92.9	12	85.7
WESTBOUND	TOTAL	71	49	48	48	54	54		76.1	50	70.4		46	53	61	61	61	65	65	91.5	58	81.7
CALAVERAS	ALHAMBRA	14	8	7	6	8	8		57.1	7	50.0		10	10	12	9	10	11	12	85.7	10	71.4
ALHAMBRA	HILLSDALE	14	11	12	11	11	12		85.7	11	78.6		8	9	11	12	12	13	13	92.9	11	78.6
HILLSDALE	CONTRA COSTA	17	13	10	11	11	13		76.5	11	64.7		10	14	16	17	17	17	17	100.0	15	88.2
CONTRA COSTA	IMPERIAL	14	8	10	9	12	12		85.7	10	71.4		10	10	12	14	14	15	15	107.1	13	92.9
IMPERIAL	DEL MONTE	12	9	9	11	12	12		100.0	10	83.3		8	10	10	9	8	9	10	83.3	9	75.0

PALM AVE BTW DEL MONTE & CALAVERAS

EASTBOUND	TOTAL	53	16	16	21	21	21		39.6	19	35.8		34	42	44	40	39	42	44	83.0	40	75.5
DEL MONTE	IMPERIAL	0	0	0	0	0	0						0	0	0	0	0	0				
IMPERIAL	CONTRA COSTA	14	5	5	6	3	6		42.9	5	35.7		7	9	9	8	5	7	9	64.3	8	57.1
CONTRA COSTA	HILLSDALE	12	3	2	3	4	4		33.3	3	25.0		8	10	10	9	10	10	10	83.3	10	83.3
HILLSDALE	ALHAMBRA	13	3	2	4	6	6		46.2	4	30.8		10	11	12	12	12	13	13	100.0	12	92.3
ALHAMBRA	CALAVERAS	14	5	7	8	8	8		57.1	7	50.0		9	12	13	11	12	12	13	92.9	12	85.7
WESTBOUND	TOTAL	52	33	34	28	27	34		65.4	31	59.6		36	38	38	44	44	44	44	84.6	41	78.8
CALAVERAS	ALHAMBRA	17	9	9	6	5	9		52.9	7	41.2		13	13	14	16	16	16	16	94.1	15	88.2
ALHAMBRA	HILLSDALE	16	11	13	10	13	13		81.3	12	75.0		10	11	11	12	13	13	13	81.3	12	75.0
HILLSDALE	CONTRA COSTA	12	6	6	7	4	7		58.3	6	50.0		9	11	11	13	15	15	15	125.0	12	100.0
CONTRA COSTA	DEL MONTE	7	7	6	5	5	7		100.0	6	85.7		4	3	2	3	2	2	4	57.1	3	42.9

BROADWAY AVE BTW DEL MONTE & FREMONT

EASTBOUND	TOTAL	21	18	19	17	18	19		90.5	18	85.7		9	9	10	8	7	7	10	47.6	8	38.1
DEL MONTE	CONTRA COSTA	0	0	0	0	0	0						0	0	0	0	0	0				
CONTRA COSTA	HILLSDALE	5	5	5	5	5	5		100.0	5	100.0		2	2	3	3	3	3	3	60.0	3	60.0
HILLSDALE	ALHAMBRA	7	5	7	4	4	7		100.0	5	71.4		3	3	3	1	0	0	3	42.9	2	28.6
ALHAMBRA	CALAVERAS	7	6	5	6	7	7		100.0	6	85.7		2	2	2	2	2	2	2	28.6	2	28.6
CALAVERAS	FREMONT	2	2	2	2	2	2		100.0	2	100.0		2	2	2	2	2	2	2	100.0	2	100.0
WESTBOUND	TOTAL	26	19	22	18	21	22		84.6	20	76.9		14	9	7	6	14	14	14	53.8	11	42.3
FREMONT	CALAVERAS	6	4	6	4	5	6		100.0	5	83.3		2	2	2	2	1	2	2	33.3	2	33.3
CALAVERAS	ALHAMBRA	7	7	7	5	5	7		100.0	6	85.7		4	2	1	0	0	0	4	57.1	1	14.3
ALHAMBRA	HILLSDALE	7	3	3	5	7	7		100.0	5	71.4		5	3	2	2	1	1	5	71.4	2	28.6
HILLSDALE	DEL MONTE	6	5	6	4	4	6		100.0	5	83.3		3	2	2	2	2	2	3	50.0	2	33.3

OLYMPIA AVE BTW HILLSDALE & ALHAMBRA

EASTBOUND																						
HILLSDALE	ALHAMBRA	12	13	13	12	13	13		108.3	13	108.3		3	3	3	1	1	0	3	25.0	2	16.7
WESTBOUND																						
ALHAMBRA	HILLSDALE	12	12	10	12	12	12		100.0	12	100.0		5	3	2	2	1	1	2	16.7	2	16.7

CALAVERA ST BTW ELM & BROADWAY

NORTHBOUND	TOTAL	15	7	8	7	7	8		53.3	7	46.7		5	6	7	6	7	4	7	46.7	6	40.0
ELM	PALM	7	4	4	4	4	4		57.1	4	57.1		2	3	3	1	2	0	3	42.9	2	28.6
PALM	BROADWAY	8	3	4	3	3	4		50.0	3	37.5		3	3	4	5	5	4	5	62.5	4	50.0
SOUTHBOUND	TOTAL	12	8	8	8	10	10		83.3	9	75.0		5	6	7	3	3	3	7	58.3	5	41.7
BROADWAY	PALM	5	5	4	3	5	5		100.0	4	80.0		3	3	3	2	2	1	3	60.0	2	40.0
PALM	ELM	7	3	4	5	5	5		71.4	4	57.1		2	3	4	1	1	2	4	57.1	2	28.6

ALHAMBRA ST BTW ELM & OLYMPIA

NORTHBOUND	TOTAL	21	14	12	11	12	14		66.7	12	57.1		7	8	9	8	10	10	10	47.6	9	42.9
ELM	PALM	8	5	4	3	3	5		62.5	4	50.0		2	3	3	3	4	4	4	50.0	3	37.5
PALM	BROADWAY	7	3	2	2	3	3		42.9	3	42.9		5	4	5	5	6	6	6	85.7	5	71.4
BROADWAY	OLYMPIA	6	6	6	6	6	6		100.0	6	100.0		0	1	1	0	0	0	1	16.7	0	0.0
SOUTHBOUND	TOTAL	21	16	13	12	10	16		76.2	13	61.9		7	9	10	11	10	9	11	52.4	9	42.9
OLYMPIA	BROADWAY	6	5	4	5	5	5		83.3	5	83.3		0	0	0	0	0	0	0	0.0	0	0.0
BROADWAY	PALM	9	5	5	3	2	5		55.6	4	44.4		4	6	7	7	6	5	7	77.8	6	66.7
PALM	ELM	6	6	4	4	3	6		100.0	4	66.7		3	3	3	4	4	4	4	66.7	4	66.7

HILLSDALE ST BTW ELM & OLYMPIA

NORTHBOUND	TOTAL	20	20	21	16	16	21	105.0	18	90.0	12	11	11	12	13	11	13	65.0	12	60.0
ELM	PALM	9	11	10	9	9	11	122.2	10	111.1	5	5	5	5	5	4	5	55.6	5	55.6
PALM	BROADWAY	7	6	7	5	5	7	100.0	6	85.7	5	4	3	5	6	5	6	85.7	5	71.4
BROADWAY	OLYMPIA	4	3	4	2	2	4	100.0	3	75.0	2	2	3	2	2	2	3	75.0	2	50.0
SOUTHBOUND	TOTAL	14	13	13	13	12	13	92.9	13	92.9	9	8	11	11	10	10	11	78.6	10	71.4
OLYMPIA	BROADWAY	4	6	6	5	4	6	150.0	5	125.0	1	0	0	0	0	0	0	0.0	0	0.0
BROADWAY	PALM	7	3	4	4	4	4	57.1	4	57.1	6	5	7	7	6	6	7	100.0	6	85.7
PALM	ELM	3	4	3	4	4	4	133.3	4	133.3	2	3	4	4	4	4	4	133.3	4	133.3

CONTRA COSTA ST BTW ELM & BROADWAY

NORTHBOUND	TOTAL	18	8	6	5	5	8	44.4	6	33.3	13	9	8	9	4	4	9	50.0	8	44.4
ELM	PALM	8	5	4	3	3	5	62.5	4	50.0	5	6	3	3	2	2	3	37.5	4	50.0
PALM	BROADWAY	10	3	2	2	2	3	30.0	2	20.0	8	3	5	6	2	2	6	60.0	4	40.0
SOUTHBOUND	TOTAL	14	11	9	6	5	11	78.6	8	57.1	14	14	14	13	15	15	15	107.1	14	100.0
BROADWAY	PALM	6	5	5	3	2	5	83.3	4	66.7	6	5	5	4	6	6	6	100.0	5	83.3
PALM	ELM	8	6	4	3	3	6	75.0	4	50.0	8	9	9	9	9	9	9	112.5	9	112.5

IMPERIAL ST BTW ELM & BROADWAY

NORTHBOUND	TOTAL	8	6	6	6	5	6	75.0	6	75.0	3	3	2	2	0	0	2	25.0	2	25.0
ELM	PALM	8	6	6	6	5	6	75.0	6	75.0	3	3	2	2	0	0	2	25.0	2	25.0
SOUTHBOUND	TOTAL	8	5	5	4	3	5	62.5	4	50.0	5	5	5	5	5	5	5	62.5	5	62.5
PALM	ELM	8	5	5	4	3	5	62.5	4	50.0	5	5	5	5	5	5	5	62.5	5	62.5

DEL MONTE BLVD BTW ELM & OLYMPIA

NORTHBOUND	TOTAL	0	0	0	0	0	0	0.0	0	0.0	0	0	0	0	0	0	0	0.0	0	0.0
ELM	PALM	0	0	0	0	0	0				0	0	0	0	0	0				
PALM	BROADWAY	0	0	0	0	0					0	0	0	0	0	0				
BROADWAY	OLYMPIA	0	0	0	0	0					0	0	0	0	0	0				
SOUTHBOUND	TOTAL	9	2	3	1	2	3	33.3	2	22.2	2	2	2	2	2	2	2	22.2	2	22.2
OLYMPIA	BROADWAY	9	2	3	1	2	3	33.3	2	22.2	2	2	2	2	2	2	2	22.2	2	22.2
BROADWAY	PALM	0	0	0	0	0					0	0	0	0	0	0				
PALM	ELM	0	0	0	0	0					0	0	0	0	0	0				

25034-Seaside Parking
Parking Study: Weekend Occupancy

ELM AVE BTW DEL MONTE & CALAVERAS

ROUTE & CALAVERAS			MIDDAY								EVENING											
		UPDATED LEGAL SPACES	12:00	12:30	1:00	1:30	MIDDAY MAX	MIDDAY MAX PERCENTAGE	MIDDAY AVG	MIDDAY AVG PERCENTAGE		7:00	7:30	8:00	8:30	9:00	9:30	EVENING MAX	EVENING MAX PERCENTAGE	EVENING AVG	EVENING AVG PERCENTAGE	
EASTBOUND	TOTAL	80	57	47	55	58	58	72.5	54	67.5			44	39	42	43	42	42	44	55.0	42	52.5
DEL MONTE	IMPERIAL	12	13	12	14	10	14	116.7	12	100.0		7	4	5	5	4	3	7	58.3	5	41.7	
IMPERIAL	CONTRA COSTA	20	8	5	9	8	9	45.0	8	40.0		9	7	6	8	8	7	9	45.0	8	40.0	
CONTRA COSTA	HILLSDALE	16	11	9	10	14	14	87.5	11	68.8		10	11	10	10	9	10	11	68.8	10	62.5	
HILLSDALE	ALHAMBRA	18	15	10	13	15	15	83.3	13	72.2		10	8	9	9	10	10	10	55.6	9	50.0	
ALHAMBRA	CALAVERAS	14	10	11	9	11	11	78.6	10	71.4		8	9	12	11	11	12	12	85.7	11	78.6	
WESTBOUND	TOTAL	71	47	42	50	56	56	78.9	49	69.0		52	54	57	57	59	65	65	91.5	57	80.3	
CALAVERAS	ALHAMBRA	14	12	12	9	11	12	85.7	11	78.6		9	10	11	8	9	12	12	85.7	10	71.4	
ALHAMBRA	HILLSDALE	14	9	7	11	12	12	85.7	10	71.4		9	8	10	13	13	14	14	100.0	11	78.6	
HILLSDALE	CONTRA COSTA	17	11	9	10	13	13	76.5	11	64.7		12	11	14	14	16	18	18	105.9	14	82.4	
CONTRA COSTA	IMPERIAL	14	10	8	12	13	13	92.9	11	78.6		12	14	14	16	16	16	16	114.3	15	107.1	
IMPERIAL	DEL MONTE	12	5	6	8	7	8	66.7	7	58.3		10	11	8	6	5	5	11	91.7	8	66.7	

PALM AVE BTW DEL MONTE & CALAVERAS

EASTBOUND	TOTAL	53	30	32	38	33	38	71.7	33	62.3	34	36	37	41	47	41	47	88.7	39	73.6
DEL MONTE	IMPERIAL	0	0	0	0	0	0				0	0	0	0	0	0				
IMPERIAL	CONTRA COSTA	14	8	9	12	10	12	85.7	10	71.4	6	7	5	5	8	4	8	57.1	6	42.9
CONTRA COSTA	HILLSDALE	12	5	4	5	5	5	41.7	5	41.7	9	8	11	13	13	14	14	116.7	11	91.7
HILLSDALE	ALHAMBRA	13	6	8	9	8	9	69.2	8	61.5	9	8	10	13	13	12	13	100.0	11	84.6
ALHAMBRA	CALAVERAS	14	11	11	12	10	12	85.7	11	78.6	10	13	11	10	13	11	13	92.9	11	78.6
WESTBOUND	TOTAL	52	47	45	45	43	47	90.4	45	86.5	41	39	36	43	43	43	43	82.7	41	78.8
CALAVERAS	ALHAMBRA	17	14	13	16	11	16	94.1	14	82.4	13	11	10	15	16	14	16	94.1	13	76.5
ALHAMBRA	HILLSDALE	16	14	15	12	14	15	93.8	14	87.5	10	9	8	10	12	11	12	75.0	10	62.5
HILLSDALE	CONTRA COSTA	12	10	9	7	11	11	91.7	9	75.0	13	12	12	13	10	11	13	108.3	12	100.0
CONTRA COSTA	DEL MONTE	7	9	8	10	7	10	142.9	9	128.6	5	7	6	5	5	4	7	100.0	5	71.4

BROADWAY AVE BTW DEL MONTE & FREMONT

EASTBOUND	TOTAL	21	17	17	20	19	20	95.2	18	85.7	12	14	13	14	11	8	14	66.7	12	57.1
DEL MONTE	CONTRA COSTA	0	0	0	0	0	0				0	0	0	0	0	0				
CONTRA COSTA	HILLSDALE	5	3	3	4	4	4	80.0	4	80.0	4	4	3	4	4	3	4	80.0	4	80.0
HILLSDALE	ALHAMBRA	7	6	5	6	6	6	85.7	6	85.7	2	4	4	3	2	2	4	57.1	3	42.9
ALHAMBRA	CALAVERAS	7	6	8	8	7	8	114.3	7	100.0	4	4	4	5	3	1	5	71.4	4	57.1
CALAVERAS	FREMONT	2	2	1	2	2	2	100.0	2	100.0	2	2	2	2	2	2	2	100.0	2	100.0
WESTBOUND	TOTAL	26	22	20	25	23	25	96.2	23	88.5	23	19	18	14	23	23	23	88.5	20	76.9
FREMONT	CALAVERAS	6	6	6	7	6	7	116.7	6	100.0	5	6	7	4	3	1	7	116.7	4	66.7
CALAVERAS	ALHAMBRA	7	6	5	7	7	7	100.0	6	85.7	7	5	5	3	0	0	7	100.0	3	42.9
ALHAMBRA	HILLSDALE	7	6	4	5	6	6	85.7	5	71.4	6	3	4	4	2	1	6	85.7	3	42.9
HILLSDALE	DEL MONTE	6	4	5	6	4	6	100.0	5	83.3	5	5	2	3	1	3	5	83.3	3	50.0

OLYMPIA AVE BTW HILLSDALE & ALHAMBRA

EASTBOUND																				
HILLSDALE	ALHAMBRA	12	5	6	10	11	11	91.7	8	66.7	5	5	6	4	3	3	6	50.0	4	33.3
WESTBOUND																				
ALHAMBRA	HILLSDALE	12	9	14	10	9	14	116.7	11	91.7	7	4	4	6	3	5	7	58.3	5	41.7

CALAVERA ST BTW ELM & BROADWAY

NORTHBOUND	TOTAL	15	11	11	7	7	11	73.3	9	60.0	9	7	6	8	3	6	8	53.3	7	46.7
ELM	PALM	7	6	5	3	3	6	85.7	4	57.1	4	4	3	4	2	4	4	57.1	4	57.1
PALM	BROADWAY	8	5	6	4	4	6	75.0	5	62.5	5	3	3	4	1	2	5	62.5	3	37.5
SOUTHBOUND	TOTAL	12	9	9	11	12	12	100.0	10	83.3	7	9	8	8	6	4	8	66.7	7	58.3
BROADWAY	PALM	5	5	4	5	5	5	100.0	5	100.0	4	5	3	5	4	3	5	100.0	4	80.0
PALM	ELM	7	4	5	6	7	7	100.0	6	85.7	3	4	5	3	2	1	5	71.4	3	42.9

ALHAMBRA ST BTW ELM & OLYMPIA

NORTHBOUND	TOTAL	21	13	10	9	13	13	61.9	11	52.4	10	11	12	14	12	8	14	66.7	11	52.4
ELM	PALM	8	6	5	4	5	6	75.0	5	62.5	3	6	4	5	4	5	6	75.0	5	62.5
PALM	BROADWAY	7	5	4	3	4	5	71.4	4	57.1	5	4	5	5	6	3	6	85.7	5	71.4
BROADWAY	OLYMPIA	6	2	1	2	4	4	66.7	2	33.3	2	1	3	4	2	0	4	66.7	2	33.3
SOUTHBOUND	TOTAL	21	20	14	15	14	20	95.2	16	76.2	10	8	7	9	13	10	13	61.9	10	47.6
OLYMPIA	BROADWAY	6	7	5	4	3	7	116.7	5	83.3	1	2	1	2	3	1	3	50.0	2	33.3
BROADWAY	PALM	9	6	4	6	5	6	66.7	5	55.6	5	4	4	4	6	6	6	66.7	5	55.6
PALM	ELM	6	7	5	5	6	7	116.7	6	100.0	4	2	2	3	4	3	4	66.7	3	50.0

HILLSDALE ST BTW ELM & OLYMPIA

NORTHBOUND	TOTAL	20	15	16	20	21	21	105.0	18	90.0		16	16	16	17	18	17	18	90.0	17	85.0
ELM	PALM	9	9	8	10	11	11	122.2	10	111.1		6	7	8	8	9	9	9	100.0	8	88.9
PALM	BROADWAY	7	4	5	6	6	6	85.7	5	71.4		7	6	5	5	6	6	7	100.0	6	85.7
BROADWAY	OLYMPIA	4	2	3	4	4	4	100.0	3	75.0		3	3	3	4	3	2	4	100.0	3	75.0
SOUTHBOUND	TOTAL	14	12	13	15	16	16	114.3	14	100.0		10	5	6	8	8	9	9	64.3	8	57.1
OLYMPIA	BROADWAY	4	5	4	6	6	6	150.0	5	125.0		3	2	2	2	1	1	3	75.0	2	50.0
BROADWAY	PALM	7	5	5	5	6	6	85.7	5	71.4		4	2	2	3	4	4	4	57.1	3	42.9
PALM	ELM	3	2	4	4	4	4	133.3	4	133.3		3	1	2	3	3	4	4	133.3	3	100.0

CONTRA COSTA ST BTW ELM & BROADWAY

NORTHBOUND	TOTAL	18	10	12	7	8	12	66.7	9	50.0		10	9	9	10	8	5	10	55.6	9	50.0
ELM	PALM	8	6	7	3	4	7	87.5	5	62.5		4	5	5	5	5	3	5	62.5	5	62.5
PALM	BROADWAY	10	4	5	4	4	5	50.0	4	40.0		6	4	4	5	3	2	6	60.0	4	40.0
SOUTHBOUND	TOTAL	14	11	9	6	5	11	78.6	8	57.1		14	12	11	11	13	14	14	100.0	13	92.9
BROADWAY	PALM	6	5	5	3	2	5	83.3	4	66.7		6	5	5	4	6	6	6	100.0	5	83.3
PALM	ELM	8	6	4	3	3	6	75.0	4	50.0		8	7	6	7	7	8	8	100.0	7	87.5

IMPERIAL ST BTW ELM & BROADWAY

NORTHBOUND																					
ELM	PALM	8	4	4	6	6	6	75.0	5	62.5		5	3	4	2	1	0	5	62.5	3	37.5
SOUTHBOUND																					
PALM	ELM	8	3	4	5	5	5	62.5	4	50.0		5	4	4	3	3	4	5	62.5	4	50.0

DEL MONTE BLVD BTW ELM & OLYMPIA

NORTHBOUND	TOTAL	0	0	0	0	0	0	0.0	0	0.0		0	0	0	0	0	0	0	0.0	0	0.0
ELM	PALM	0	0	0	0	0		0.0		0.0		0	0	0	0	0	0		0.0		0.0
PALM	BROADWAY	0	0	0	0	0						0	0	0	0	0	0				
BROADWAY	OLYMPIA	0	0	0	0	0						0	0	0	0	0	0				
SOUTHBOUND	TOTAL	9	3	3	2	2	3	33.3	3	33.3		2	2	2	2	2	2	2	22.2	2	22.2
OLYMPIA	BROADWAY	9	3	3	2	2	3	33.3	3	33.3		2	2	2	2	2	2	2	22.2	2	22.2
BROADWAY	PALM	0	0	0	0	0						0	0	0	0	0	0				
PALM	ELM	0	0	0	0	0						0	0	0	0	0	0				



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.B.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Roberta Greathouse, Human Resources Director/Risk Manager

DATE: May 19, 2022

SUBJECT: ADOPT A RESOLUTION APPROVING A LICENSE TO HL EXPRESS TO ESTABLISH A NEW MEDICAL/ADULT RECREATIONAL CANNABIS RETAIL OPERATION LOCATED AT 305 AMADOR AVENUE

RECOMMENDATION

Adopt a resolution approving a license to establish a new medical/adult recreational cannabis retail operation located at 305 Amador Avenue.

BACKGROUND

In September of 2017, the City passed regulations allowing the sale, distribution, and cultivation of medical and adult-use cannabis at a limited number of locations in the City. The City Council subsequently amended the ordinance on multiple occasions. Some of the notable changes include:

- an increase in the total number of available permits,
- a requirement that applicants apply for a conditional use permit,
- the adoption of selection criteria by resolution and not by ordinance, and
- a reduced buffer distance between dispensaries.

The latest amendment to the ordinance, adopted April 2021, increased the license cap from six to eight licenses: "the total number of conditional use permits shall not exceed five valid dispensaries of each type within the West Broadway Urban Village and a total of three dispensaries of each type City-wide not located in the West Broadway Urban Village." During the regular meeting of January 20, 2022, the City Council adopted the resolution identifying selection criteria for additional cannabis retail shops. After adoption, staff began the application process with a request for proposal ending

February 28, 2022.

The new application process and selection criteria were created using available best practices with business friendliness, transparency, and fairness as paramount values. Applicants were required to submit application materials together in one complete comprehensive application as a .PDF package. Prior to an application being evaluated and ranked using the criteria, an application must have been deemed complete. The City received an application from HL Express which was evaluated according to the adopted criteria:

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

The application was carefully vetted by the City to ensure accuracy and security. The applicant received exemplary ratings for their security plan. Specific details of the security plan is limited to the Seaside Police to maximize public safety. A summary of the application follows. If approved for a license by the City Council tonight, the applicant would take the next step of applying for a conditional use permit before the Planning Commission.

The proposed business is located at 305 Amador Avenue, Seaside, CA, 93955, APN# 011-311-018. Higher Level of Care currently operates at 1440 Canyon Del Rey Boulevard and is proposing to open a pick-up window directly across the street at 305 Amador. The applicant provided a complete narrative of proposed improvements which include landscaping, exterior improvements, signage, parking, public transportation access and overall improvements to the proposed site. A City of Seaside Zoning Conformation letter was included which stated the proposed property is located in the mixed use (MX) zone of West Broadway Urban Village Specific Plan (WBUV). The proposed location is more than 600 ft. from the nearest school and more than 400 ft. from the nearest cannabis dispensary. Street view photographs of the proposed location have been provided. Most of the infrastructure is existing and the associated costs have already been incurred. HL Express is committed to providing all employees with a fair living wage, paid sick leave, holiday pay, and offering medical benefits to full-time employees. New hires will start at \$19.83/hr. The proposed business policy is to provide equal employment for all qualified individuals. The proposed business will have a minimum of 12 employees upon opening and approximately 14 at full capacity. A Fire and Life Safety Plan was developed by a professional fire prevention and suppression consultant which included safety procedures in line with state regulations. The plan described robust fire prevention and suppression plans and provided a premises

diagram. The premises diagram indicated the location of fire sprinklers, fire extinguishers, alarms, and evacuation routes. A complete Accident/Incident reporting SOP was provided in the plan. The Waste Management SOP provided in the application was detailed and included locations and all disposal procedures. The applicant's Security Plan was developed by a professional security consultant which was in line with state regulations. The site diagram showed that the proposed dispensary is 636 sq. ft. within the 2,033 sq. ft. retail area of an 11,200 sq. ft. free standing structure. The diagram identified the use of all areas. The premises diagram shows that approximately 23 cameras would monitor the premises. A complete security outline contained procedures including, but not limited to, operational security, access/visitor control, and inventory control. The proposed business will have a no-cash policy. All security guards will be licensed by the Bureau of Security and Investigative Services (BSIS). Sufficient lighting will be operated automatically by a photo-sensor, ensuring lighting will be optimal for video capture. Transportation is done under the watch of two employees and all cannabis products will be transferred in a locked container. A detailed security and emergency training outline was provided in the application. The proposed business has committed to an annual contribution of \$15,000 to local Seaside non-profits. A commitment was also made to contribute to CalVet, a medical program which supplies free medical cannabis to veterans.

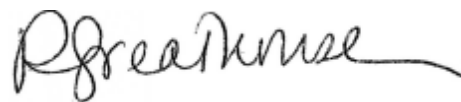
FISCAL IMPACT

None. Potential future impact should licensees complete a Conditional Use Permit and a Delopment/Operating Agreement.

ATTACHMENTS

1. Resolution
2. Higher Level HDL Application
3. Zoning Confirmation Letter

Reviewed for Submission to the City Council by:



Roberta Greathouse, Acting City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING LICENSES TO ALLOW MEDICAL/ADULT RECREATIONAL CANNABIS RETAIL OPERATIONS LOCATED AT 305 AMADOR AVENUE (APN# 011-311-018) IN THE MIXED-USE (MX) ZONE OF THE WEST BROADWAY URBAN VILLAGE SPECIFIC PLAN

WHEREAS, the Seaside City Council adopted a new application process and selection criteria by resolution for additional cannabis retail shops at a duly noticed public meeting held on January 20, 2022; and

WHEREAS, the new application process and selection criteria were created using available best practices with business friendliness, transparency, and fairness as paramount values; and

WHEREAS, the City published the selection criteria and the notice of available licenses in a request for proposal on the official City website ending February 28, 2022; and

WHEREAS, the City received two applications for a License to allow the establishment of a Medical/Adult Recreational Cannabis Retail operations at their respective locations, one of which was Higher Level Care Express at 305 Amador Avenue (APN# 011-311-018); and

WHEREAS, the City has reviewed and evaluated the application according to the adopted criteria, and found Higher Level Care Express to have scored above the required 90% threshold; and

WHEREAS, the Seaside City Council has weighed the merits of the application and reviewed the summary provided by staff at a duly noticed public meeting; and

NOW, THEREFORE, BE IT RESOLVED, that the Seaside City Council approves the licenses to allow the Medical/Adult Recreational Cannabis Retail Operations to the above stated operator.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, duly held on the 19th of May, 2022, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Ian Oglesby, Mayor
City of Seaside

ATTEST:

Dominique Davis, City Clerk



CANNABIS DISPENSARY
LICENSE APPLICATION

City Manager's Office-City Hall
440 Harcourt Avenue
Seaside, CA 93955
Ph: 831.718.7066
Email: tbarber@ci.seaside.ca.us

APPLICANT (ENTITY) INFORMATION

APPLICANT (ENTITY) NAME: Higher Level of Care Seaside DBA: HL Express

Physical Address: 305 Amador Avenue City: Seaside State: CA Zip: 93955

PRIMARY CONTACT (Same as above? ☐ Yes ☒ No): Salvatore Palma

Title: CEO

Address: [REDACTED] City: Seaside State: CA Zip: 93955

Phone: [REDACTED] Email: [REDACTED]@HLdispensaries.com

HAS ANY INDIVIDUAL IN THIS APPLICATION APPLIED FOR ANY OTHER CANNABIS LICENSE IN THE CITY OF SEASIDE: ☒ Yes ☐ No

Select one or more of the following categories. For each category, indicate whether you are applying for Adult-Use ("A") or/and Medicinal ("M") or both. ☒ Adult Use ☒ Medicinal Use

☒ Dispensary (Retail Storefront only) OR ☐ Dispensary (Retail Storefront w/delivery)

Business Formation Documentation: Describe how the business is organized (attach to Business Plan).

☐ Sole Proprietor ☒ Corporation ☐ S-Corporation ☐ Limited Liability Company ☐ Limited Partnership

PROPERTY OWNER NAME: Reginald M. Jackson

Address: Broker- 654 Cass Street City: Monterey State: CA Zip: 93940

Phone: 831-402-0910- Anthony Pietragallo Email: [REDACTED]@aol.com

Zoning Confirmation Letter (Please attach): ☒ Yes ☐ No

Assessor's Parcel Number (APN): 011-311-018

Proposed Location Square Footage: 305 Amador Ave., portion of building 2,033 sf, (dispensary 637 sf)

APPLICATION SUBMITTAL CHECKLIST

Applications failing to submit any of the following will be deemed incomplete unless otherwise noted by an asterisk for special deadlines, and will not move forward in the application process:

- ✓ One (1) complete and signed Cannabis Dispensary License Application form (Pages 1-3), This can only be done electronically using the City's digital drop box form, as accessed only by this hyperlink located on the Application Procedures & Guidelines.
- ✓ The Application fee submitted to the Finance Department on/or before the due date.
- ✓ All Evaluation Criteria outlined in Appendix A saved in a PDF format and submitted electronically using the City's digital drop box form which can be accessed by the hyperlink located on the Application Procedures & Guidelines. (This section shall not exceed 200 pages).^{F1}
- ✓ Proof of comprehensive general liability insurance (minimum \$1M per occurrence) or evidence by an Insurance Agency that the cannabis business is insurable.^{F2}
- ✓ A signed and notarized Property Owner Consent/Landlord Affidavit.
- ✓ A signed Financial Responsibility, Indemnity and Consent to Inspect Terms Agreement form (Pages F1-F3).
- ✓ A signed Limitations of City Liability and Indemnification to City form (Pages F4-F6).
- ✓ Proof of Background Check Fee receipt.
- ✓ Application Zoning Confirmation Letter (ZCL).

^{F1} Background and Financial documents are not part of the 200-page limitation.

^{F2} The only information that can be submitted after the initial application is proof of insurance prior to the City Awarding a Cannabis Dispensary License however, at a minimum proof of insurability must be provided with the initial application package.

City Manager's Office at 831.718.7066 or tbarber@ci.seaside.ca.us.

OWNER INFORMATION

It must be completed by all owners with a 10% ownership or more. The total ownership percentage should equal 100%. Exception: If the business is a Publicly Traded Company (PTC), they will only be required to list all the Board of Directors and/or any person with an ownership interest of 10% or more. Please provide supporting documentation if you are claiming the PTC Waiver.

For all other business organizations if each individuals owns less than 10% just list the number of individuals who own less than 10% and the total percentage in order to get to 100%.

Add more pages as necessary to accommodate all Cannabis Dispensary Business Owners

Higher Level of Care Seaside is a wholly owned subsidiary (100%) of Gold Flora Acquisition Fund 1 LLC which is a wholly owned subsidiary (100%) of Gold Flora, LLC. Gold Flora, LLC is owned 77.57% by Gold Flora Capital, LLC (which is owned 100% by Laurie Holcomb) and 22.43% by 51 different individuals/entities, none of which own more than 10%. The officers/directors of Higher Level of Care Seaside dba HL Express are:

Salvatore Palma - CEO
Chris Martin - CFO
Chris Martin - Secretary
Laurie Holcomb - Director

Background check receipts have been submitted for all 3 of the above individuals.



BACKGROUND CHECK REPORT

☒ NEW☐ RENEWAL

OWNER APPLICANT INFORMATION

Thompson, Laurie Beth Holcomb

Name

[REDACTED]

Higher Level of Care Seaside

Seaside

Business Name/DBA

Client: City/County of

HdL Companies

03/07/2022

Reviewed By

Date

CALIFORNIA STATE CANNABIS LICENSING DISQUALIFIERS

☒ Applicant has NO state or local disqualifiers. ☐ Applicant failed to disclose criminal history. (See Narrative)

STATE/LOCAL DISQUALIFIERS

PER BUSINESS & PROFESSIONS CODE §26057(b)(4)

☐ A violent felony conviction, as specified in subdivision (c) of Section 667.5 of the Penal Code. (A)

☐ A serious felony conviction, as specified in subdivision (c) of Section 1192.7 of the Penal Code. (B)

☐ A felony conviction involving fraud, deceit, or embezzlement.

☐ A felony conviction for drug trafficking with enhancements pursuant to Section 11370.4 or 11379.8 of the Health and Safety Code. (E)

☐ A felony conviction for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling, any controlled substance to a minor; or selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor. (D)

ADDITIONAL INFORMATION

☒ NONE

☐ Extensive Traffic History

☐ Concerning Financial History

☐ Watch List

☐ Sex Offender

☐ N/A

LOCAL DISQUALIFIERS

☒ NONE

☐ Disqualifiers

APPLICANT DISCLOSED ARREST(S) (SEE NARRATIVE)

☐ Misdemeanor

☐ Felony

☒ None

SUPPLEMENTAL CHECKS

☒ NONE

☐ Judgements

☐ Liens

☐ Bankruptcy

☐ N/A

☐ Professional Licenses

COMMENTS

RECOMMENDATION

☒ Applicant should be considered for licensing

☐ Applicant has a possible criminal history which should be verified through LiveScan

NARRATIVE

A multi-source search of **Thompson, Laurie** background revealed no California state licensing disqualifying factors that would prohibit **Thompson** from obtaining her cannabis business license.



BACKGROUND CHECK REPORT

☒ NEW☐ RENEWAL

OWNER APPLICANT INFORMATION

Palma, Salvatore Thomas

Name

[REDACTED]

Higher Level of Care Seaside

Seaside

Business Name/DBA

Client: City/County of

HdL Companies

03/07/2022

Reviewed By

Date

CALIFORNIA STATE CANNABIS LICENSING DISQUALIFIERS

☒ Applicant has NO state or local disqualifiers. ☐ Applicant failed to disclose criminal history. (See Narrative)

STATE/LOCAL DISQUALIFIERS PER BUSINESS & PROFESSIONS CODE §26057(b)(4)

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☐ A felony conviction for drug trafficking with enhancements pursuant to Section 11370.4 or 11379.8 of the Health and Safety Code. (E)

A felony conviction for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling, any controlled substance to a minor; or selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor. (D)

ADDITIONAL INFORMATION

☐ NONE

☒ Extensive Traffic History

☒ Concerning Financial History

☐ Watch List

☐ Sex Offender

☐ N/A

LOCAL DISQUALIFIERS

☒ NONE

☐ Disqualifiers

APPLICANT DISCLOSED ARREST(S) (SEE NARRATIVE)

☒ Misdemeanor

☐ Felony

☐ None

SUPPLEMENTAL CHECKS

☐ NONE

☐ Judgements

☒ Liens

☐ Bankruptcy

☐ N/A

☐ Professional Licenses

COMMENTS

4 liens, latest 2019

RECOMMENDATION

☒ Applicant should be considered for licensing

☐ Applicant has a possible criminal history which should be verified through LiveScan

NARRATIVE

A multi-source search of **Palma, Salvatore** background revealed no California state licensing disqualifying factors that would prohibit **Palma** from obtaining his cannabis business license.

Palma disclosed 3 California misdemeanor DUI arrests. A 2000, 2008 and 2014 DUI arrests out of Monterey, Orange County, and San Diego. A search of Palma's history shows he has been arrested but the details of the arrests are not available. No other criminal history was found.



BACKGROUND CHECK REPORT

☒ NEW

☐ RENEWAL

OWNER APPLICANT INFORMATION

Martin, Christopher

Name

[REDACTED]

Higher Level of Care Seaside

Seaside

Business Name/DBA

Client: City/County of

HdL Companies

03/07/2022

Reviewed By

Date

CALIFORNIA STATE CANNABIS LICENSING DISQUALIFIERS

☒ Applicant has NO state or local disqualifiers. ☐ Applicant failed to disclose criminal history. (See Narrative)

STATE/LOCAL DISQUALIFIERS

PER BUSINESS & PROFESSIONS CODE §26057(b)(4)

☐ A violent felony conviction, as specified in subdivision (c) of Section 667.5 of the Penal Code. (A)

☐ A serious felony conviction, as specified in subdivision (c) of Section 1192.7 of the Penal Code. (B)

☐ A felony conviction involving fraud, deceit, or embezzlement.

☐ A felony conviction for drug trafficking with enhancements pursuant to Section 11370.4 or 11379.8 of the Health and Safety Code. (E)

☐ A felony conviction for hiring, employing, or using a minor in transporting, carrying, selling, giving away, preparing for sale, or peddling, any controlled substance to a minor; or selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor. (D)

ADDITIONAL INFORMATION

☒ NONE

☐ Extensive Traffic History

☐ Concerning Financial History

☐ Watch List

☐ Sex Offender

☐ N/A

LOCAL DISQUALIFIERS

☒ NONE

☐ Disqualifiers

APPLICANT DISCLOSED ARREST(S) (SEE NARRATIVE)

☐ Misdemeanor

☐ Felony

☒ None

SUPPLEMENTAL CHECKS

☒ NONE

☐ Judgements

☐ Liens

☐ Bankruptcy

☐ N/A

☐ Professional Licenses

COMMENTS

RECOMMENDATION

☒ Applicant should be considered for licensing

☐ Applicant has a possible criminal history which should be verified through LiveScan

NARRATIVE

A multi-source search of **Martin, Christopher** background revealed no California state licensing disqualifying factors that would prohibit **Martin** from obtaining his cannabis business license.



Receipt from HdL Companies

Receipt #1164-0587

AMOUNT PAID

\$300.00

DATE PAID

February 19, 2022

PAYMENT METHOD

VISA - 0323

SUMMARY

Order Details: Seaside gov services - 1 pcs. \$300.00

Amount charged **\$300.00**

If you have any questions, contact us at
support@hdlcompanies.com or call at +1 909-861-4335.

Something wrong with the email? [View it in your browser.](#)

You're receiving this email because you made a purchase at HdL Companies, which partners with [Stripe](#) to provide invoicing and payment processing.



Receipt from HdL Companies

Receipt #1635-1983

AMOUNT PAID	DATE PAID	PAYMENT METHOD
\$300.00	February 24, 2022	AMERICAN EXPRESS - 5007

SUMMARY

Order Details: Seaside gov services - 1 pcs.	\$300.00
Amount charged	\$300.00



Receipt from HdL Companies

Receipt #1698-3458

AMOUNT PAID
\$300.00

DATE PAID
February 24, 2022

PAYMENT METHOD
VISA - 2653

SUMMARY

Order Details: Seaside gov services - 1 pcs.	\$300.00
--	----------

Amount charged	\$300.00
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If you have any questions, contact us at
support@hdlcompanies.com or call at +1 909-861-4335.

MONTEREY COUNTY CLERK
168 W. Alisal Street, 1st Floor
P.O. Box 29
Salinas, California 93902

Filed in County Clerk's Office
Stephen L. Vagnini
Monterey County County Clerk-Recorder
20202083

11/12/2020 03:22 PM
 FBN
 Pages: 2
 Fee: \$54.00
 Exp: 11/12/2025
 By counter5, Deputy

Submit Original and 3 copies.
 Provide self addressed stamped envelope, if mailed.

PUBLICATION IS REQUIRED IF FIRST TIME FILING,
 REFILING WITH CHANGES, OR FILING EXPIRED
 SEE REVERSE SIDE FOR INSTRUCTIONS

FICTITIOUS BUSINESS NAME STATEMENT

- ☒ ORIGINAL FILING (Publication is Required) ☐ NEW FILING - with CHANGE(S) from the previous filing (Publication is Required)
☐ RENEWAL FILING - filed within 40 days of the expiration date and no CHANGE(S) from the previous filing (No Publication Required)
☐ ABANDONMENT: County of Filing _____ Date of Original Filing _____ File No _____
 (FOR ABANDONMENT FILINGS, PLEASE SKIP ITEM # 5 BELOW) (Publication is Required)

Fictitious Business Name Filing Fee is \$40.00 includes one registrant (please make check payable to County Clerk)
 \$ 7.00 ea. Additional FBN name filed on same statement and operating at the same location
 \$ 7.00 ea. Additional registrant

Statement of Abandonment Filing Fee is \$35.00

Please TYPE or PRINT legibly and firmly in DARK ink (no alterations). See reverse side for filing and publishing instructions. Neither the County Clerk nor his deputies are permitted by law to give legal advice and/or assistance. THE FOLLOWING PERSON(S) IS(ARE) DOING BUSINESS AS:

1.	LIST FICTITIOUS BUSINESS NAME(S) BELOW: 1 HIGHER LEVEL 2 HL EXPRESS		County of Principal Place of Business MONTEREY	
2.	Street Address of Principal Place of Business 1440 CANYON DEL REY BLVD P.O. BOX ALONE IS NOT ACCEPTABLE	City SEASIDE	State CA	Zip Code 93955
	Mailing Address (Optional)	City	State	Zip Code
3.	Name of Individual Registrant (First Name)	(Middle Name)	(Last Name)	
	Name of Corporation or LLC as shown in the Articles of Inc./Org./Reg. HIGHER LEVEL OF CARE SEASIDE			State of Inc./Org./Reg.
	Residence Street Address/Corporation or LLC Street Address 1440 CANYON DEL REY BLVD P.O. BOX ALONE IS NOT ACCEPTABLE	City SEASIDE	State CA	Zip Code 93955
	Name of Individual Registrant (First Name)	(Middle Name)	(Last Name)	
	Name of Corporation or LLC as shown in the Articles of Inc./Org./Reg.			State of Inc./Org./Reg.
	Residence Street Address/Corporation or LLC Street Address	City	State	Zip Code
	P.O. BOX ALONE IS NOT ACCEPTABLE			

LIST ANY ADDITIONAL NAMES ON ADDITIONAL FORM

4. (CHECK ONE ONLY) This business is conducted by: ☐ an individual ☐ a general partnership ☐ a limited partnership ☐ a limited liability company
☐ an unincorporated association other than a partnership ☒ a corporation ☐ a trust ☐ co-partners ☐ a married couple ☐ joint venture
☐ state or local registered domestic partners ☐ a limited liability partnership
5. Registrant commenced to transact business under the fictitious business name or names listed above on (do not enter a future date). Not Applicable
 (If registrant has not yet commenced to transact business, insert the statement "Not Applicable"). Month, Day, Year

BY SIGNING BELOW, I DECLARE THAT I HAVE READ AND UNDERSTAND THE REVERSE SIDE OF THIS FORM AND THAT ALL INFORMATION IS TRUE AND CORRECT. A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions Code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000). I am also aware that all information on this statement becomes a public record upon filing pursuant to the California Public Records Act (Government Code Sections 6250-6277). Sign below (see instructions on reverse for signature requirements):

Signature: [Signature] Printed Name of Person Signing: SALVATORE THOMAS PALMA
 If Corporation or LLC, Print Title of Person Signing: CEO Date: 11/12/2020

CERTIFICATION: I hereby certify that the foregoing is a correct copy of the original on file in my office.

Stephen L. Vagnini, County Clerk

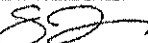
By [Signature] Deputy

NOTICE - IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION. THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE OR COMMON LAW (SEE SECTION 14411 ET SEQ. BUSINESS AND PROFESSIONS CODE.)

Rev 07/01/2019



MONTEREY COUNTY CLERK
168 W. Alisal Street, 1st Floor
P.O. Box 29
Salinas, CA 93902

FICTITIOUS BUSINESS NAME: ADDITIONAL INFORMATION FORM				
Please TYPE or PRINT legibly in DARK ink only and use additional sheets as needed.				
ADDITIONAL BUSINESS NAMES				
(3)	HIGHER LEVEL EXPRESS			
(4)				
(5)				
(6)				
(7)				
(8)				
(9)				
(10)				
ADDITIONAL REGISTRANTS				
*If a corp., LLC, etc., enter complete name, state of incorporation/organization/registration				
(3) Name of Individual Registrant (First Name)		(Middle Name)		(Last Name)
(3) Name of Corporation of LLC as shown in the Articles of Inc./Org./Reg.				State of Inc./Org./Reg.
(3) Residence Street Address/Corporation or LLC Street Address		City	State	Zip Code
PO BOX IS NOT ACCEPTABLE ALONE				
(4) Name of Individual Registrant (First Name)		(Middle Name)		(Last Name)
(4) Name of Corporation of LLC as shown in the Articles of Inc./Org./Reg.				State of Inc./Org./Reg.
(4) Residence Street Address/Corporation or LLC Street Address		City	State	Zip Code
PO BOX IS NOT ACCEPTABLE ALONE				
(5) Name of Individual Registrant (First Name)		(Middle Name)		(Last Name)
(5) Name of Corporation of LLC as shown in the Articles of Inc./Org./Reg.				State of Inc./Org./Reg.
(5) Residence Street Address/Corporation or LLC Street Address		City	State	Zip Code
PO BOX IS NOT ACCEPTABLE ALONE				
(6) Name of Individual Registrant (First Name)		(Middle Name)		(Last Name)
(6) Name of Corporation of LLC as shown in the Articles of Inc./Org./Reg.				State of Inc./Org./Reg.
(6) Residence Street Address/Corporation or LLC Street Address		City	State	Zip Code
PO BOX IS NOT ACCEPTABLE ALONE				
Signature is required on Page 1 and any additional pages				
BY SIGNING BELOW, I DECLARE THAT I HAVE READ AND UNDERSTAND THE REVERSE SIDE OF THIS FORM AND THAT ALL INFORMATION IS TRUE AND CORRECT. A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions Code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000). I am also aware that all information on this statement becomes a Public Record upon filing.				
Signature 		Printed Name of Person Signing SALVATORE THOMAS PALMA		
If Corporation or LLC, Print Title of Person Signing CEO		Date 11/12/2020		

**CITY OF SEASIDE
CANNABIS DISPENSARY LICENSE APPLICATION
FINANCIAL RESPONSIBILITY, INDEMNITY AND
CONSENT TO INSPECTION TERMS**

Dated: February 17, 2022

I hereby agree to the following terms:

1. I herewith pay the sum of \$8,000 for the application fee for the review and processing of an application for a cannabis dispensary license.
2. The entire fee amount paid to the City of Seaside ("City") is non-refundable for any reason. There is no guarantee - expressed or implied - that by submitting the application or paying the application fee that I will obtain any land use entitlements or a license/permit to operate a commercial cannabis business.
3. All costs incurred by the City in processing said application, including staff time, attorney's fees, Consultant's fees and overhead, shall be funded by me from the fees paid. This is my personal obligation and shall not be affected by sale or transfer of the property subject to the application, changes in business organization, or any other reason.
4. I acknowledge and agree to the defense, waiver, and indemnification obligations stated in the attached "Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties and Indemnification to City", Incorporated herein by reference.
5. The City will promptly notify the Applicant(s) and Owner(s) of any claim, action, or proceeding that is or may be subject to this Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties, and Indemnification to City. The City may, within its unlimited and sole discretion, participate in the defense of any such claim, action, or proceeding.
6. I will fund a deposit account ("Fund") to reimburse the City's cost, including attorney's fees, to defend any claim, action, or proceeding that is or may be subject to the agreement on limitations of City's Liability, and Certifications, Assurances Warranties, and Indemnification to City. In the event that any such claim, action, or proceeding is filed against the City, I shall within 30 days of the filing deposit an initial sum of \$10,000 to the Fund to reimburse my portion of the City defense costs, as determined by the City in its sole discretion. The Fund shall contain an amount necessary to cover three months' worth of budgeted expenditures by the City relating to the City's defense of the claim, action, or proceeding, including all time to appeal, or as long as expenditures made by the City relating to its defense remain unreimbursed, whichever is later. Once all remaining and outstanding reimbursements have been paid to the City by me, City shall return to me any remaining unused portion of my deposit.

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

7. The City shall have the sole and absolute right to approve any and all counsel employed to defend the City. To the extent the City uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, I will reimburse the City for those costs. Such resources include, but are not limited to, staff time, court costs, City Attorney's time, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action, or proceedings.
8. I consent and expressly allow, authorize, and permit the City, all its departments, agents, and employees, to enter upon and inspect the subject property identified in my application, with or without prior notice, for the purposes of processing this application or inspection or photographing for compliance with all laws, regulations, and conditions placed on land use approvals or the cannabis business license/permit. No additional permission or consent to enter upon the property is necessary or shall be required. By signing this agreement, I further certify and warrant I am authorized to, and hereby do, consent, and allow such inspections on my behalf and on the behalf of each and all Owners of the property and Applicants.
9. I understand that all materials submitted in connection with my application are public records subject to inspection and copying by members of the public. By filing an application, I agree that the public may inspect and copy these materials and the information contained therein, and that some or all of the materials may be posted on the City's website. For any materials that may be subject to copyright protection, or which may be subject to Sections 5500.1 and 5536.4 of the California Business and Professions Code, by submitting such materials to the City I represent that I have the authority to grant, and hereby grant, the City permission to make the materials available to the public for inspection and copying, whether in hardcopy or electronic format.

In the event a request for information under the California Public Records Act seeks disclosure of application materials marked by me as "Confidential information," the City will make reasonable efforts to provide notice to me prior to such disclosure to allow me to seek a protective order, injunctive relief, or other appropriate remedy. If I contend any designated application materials are exempt from the CPRA and wish to prevent disclosure, I agree that I am required, at my own, cost, liability, and expense to obtain a protective order, injunctive relief or other appropriate remedy from a court having jurisdiction over the matter at least two (2) days before City's deadline to respond to the California Public Records Act request. I understand and acknowledge that if I fail to obtain such a remedy before the deadline for the City's response to the request, the City will disclose the requested information and shall not be liable or responsible for such disclosure.

10. This Agreement shall constitute a separate agreement from any cannabis business license/permit approval, and that if the cannabis business license/permit, in part or in whole, is revoked, invalidated, rendered null or set aside by a court of competent jurisdiction, I agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.
 11. This Agreement shall be construed and enforced in accordance with the laws of the State of
- Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

California and in any legal action or other proceeding brought by either party to enforce or interpret this Agreement; the appropriate venue is the Monterey County Superior Court.

After review and consideration of all of the foregoing terms and conditions, I agree to be bound by and to fully and timely comply with all of the foregoing terms and conditions, and the attached "Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties and Indemnification to City".

Applicant(s)/Owner(s):

Salvatore Palma
Printed Name


Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

(Must be completed by at least one qualified owner)

A. WAIVER, RELEASE AND HOLD HARMLESS

I hereby waive, release, and hold harmless the City of Seaside ("City") and its Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to my application for a cannabis business license/permit, the issuance of the cannabis business license/permit, the process used by the City in making its decision, the enforcement of the conditions of the cannabis business license/permit, or the cannabis business' operations.

I hereby waive, release and hold harmless the City and its Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to: (1) any repeal or amendment of any provision of the Seaside Municipal Code or Zoning Ordinance relating to commercial cannabis activity; or (2) any investigation, arrest or prosecution of me, or the cannabis business' owners, operators, employees, clients or customers, for a violation of state or federal laws, rules or regulations relating to cannabis activities.

B. AGREEMENT TO INDEMNIFY

I shall defend, indemnify, and hold harmless the City and its Council, boards and commissions, officers, officials, employees, and agents from and against any and all actual and alleged liabilities, demands, claims, losses, damages, injuries, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and attorney's fees), which arise out of, or which are in any way related to i) the requested cannabis business license/permit and any land use entitlement related thereto, ii) the proceedings undertaken in connection with the approval, denial, or appeal of the requested cannabis business license/permit and any land use entitlement related thereto, iii) any subsequent approvals or licensing/permits relating to the requested cannabis business license/permit and any land use entitlement related thereto, iv) the processing of the requested cannabis business license/permit and any land use entitlement related thereto, v) any amendments to the approvals for the requested cannabis business license/permit and any land use entitlement related thereto, vi) the City's approval, consideration, analysis, review, issuance, denial or appeal of the cannabis business license/permit; vii) the City's approval, consideration, analysis, review, issuance, denial or appeal of any land use entitlement related thereto, viii) the City's drafting, adoption and passage of an ordinance, and related resolutions, policies, rules and regulations, allowing for cannabis businesses, ix) the City's drafting, adoption and passage of an ordinance, and related resolutions if necessary in the future regarding any zoning law amendment(s) related to my cannabis business, x) the operation of my cannabis business or activity, xi) the process used by the City in making its decision to approve, consider, analyze, review, issue, or deny, my cannabis business license/permit or any related land use entitlement, or the appeal of either, xii) City's compliance or failure to comply with applicable

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

laws and regulations or xiii) the alleged violation of any federal, state or local laws by my cannabis business or any of its officers, employees or agents, except where such liability is caused by the sole negligence or willful misconduct of the City.

City may (but is not obligated to) defend such challenge as City, in its sole discretion, determines appropriate, all at applicant's sole cost and expense. I shall bear any and all losses, damages, injuries, liabilities, costs, and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any challenge ("Costs"), whether incurred by me, City, or awarded to any third party, and shall pay to the City upon demand any Costs incurred by the City.

C. OBLIGATIONS INDEPENDENT OF AWARD OF PERMIT, LICENSE, OR ENTITLEMENTS

My obligations under this Agreement shall apply regardless of whether a cannabis business license/permit or any related permits or entitlements are issued.

D. OBLIGATIONS SURVIVE EXPIRATION OF PERMIT, LICENSE, OR ENTITLEMENTS

My obligations under this Agreement shall survive the expiration of any cannabis business license/permit or related permit or entitlement issued by the City. No modification of the license/permit, other approval, change in applicable laws and regulations, or change in processing methods shall alter the applicant's indemnity obligation.

E. PROSECUTION UNDER FEDERAL LAW

I understand that I, other applicants, owners, operators, employees, and members of the cannabis business may be subject to prosecution under Federal Laws.

F. AUTHORIZED TO SIGN

The person whose signature appears below is authorized to sign this Agreement on behalf of the business, applicant/permittee, owners, and operators, and each of them, if more than one, and has submitted this information and all attachments as required by the application process to obtain a cannabis license/permit from the City of Seaside.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Seaside Chapter 19.02, 19.07, Chapter 17 and all other applicable sections of this Ordinance.


Applicant Signature

Salvatore Palma CEO
Printed Name and Title

Higher Level of Care Seaside
Name of Business Entity

305 Amador Ave., Seaside, CA 93955
Address of Permitted Location

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

Date February 17, 2022

Applicant Signature

Printed Name and Title

Name of Business Entity

Address of Permitted Location

Date

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 San Diego

Subscribed and sworn to (or affirmed) before me on this 25 day of February, 2022, by Salvatore Palma, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

Roxana Escogido (Seal)



Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

PROPERTY OWNER CONSENT

If applicant is other than the property owner(s), the owner(s) must provide a signed statement consenting to filing pursuant to The City of Seaside Municipal Code Section 19.08.010 (A) (3) Original signatures only.

I/We, as the owner(s) of the subject property, consent to the filing of this application and use of the property for the purposes described herein. We further consent and hereby authorize City representative(s) to enter upon my property for the purpose of examining and inspecting the property in preparation of any reports and/or required environmental review for the processing of the application(s) being filed.

Reggie M. Jackson
Name
President/owner
Title

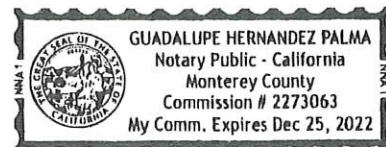
Reggie M. Jackson
Signature
02/25/2022
Date

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

State of California
County of Monterey

Subscribed and sworn to (or affirmed) before me on this 25th day of February, 2022, by Guadalupe Hernandez Palma, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Guadalupe Palma (Seal)





CASHIER'S CHECK

028838

90-4383
1211

PURCHASER HIGHERLEVEL OF CARE SEASIDE

DATE 02/24/2022

PAY Eight Thousand and 00/100*****

\$9,000.00

NOTICE TO CUSTOMERS
A DECLARATION OF LOSS FORM MUST BE COMPLETED
BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE
REPLACED OR REFUNDED. NO ACTION CAN BE TAKEN
UNTIL THE CHECK IS RETURNED WITHIN 60 DAYS OF
THE CHECK.

TO THE
ORDER OF
THE CITY OF SEASIDE

CUSTOMER COPY

MEMO

City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

DATE : 2/24/2022 3:08 PM
OPER : RM
TKBY : JFT
TERM : 30
REC# : R00027505

100.3130 Cannabis Oper Tax 6000.00
HIGHER LEVEL OF CARE 8000.00

Paid By:HIGHER LEVEL OF CARE
CK 8000.00 REF:028838

APPLIED 8000.00
TENDERED 8000.00
CHANGE 0.00



CALIFORNIA
ASSOCIATION
OF REALTORS®

COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL, Revised 12/15)

Date (For reference only): September 1, 2020

Reginald M. Jackson

("Landlord") and

Higher Level of Care Seaside (Salvatore Palma)

("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 305 (AKA 305-C) Amador Ave. Seaside, CA 93955 ("Premises"), which comprise approximately 17.000 % of the total square footage of rentable space in the entire property. See exhibit _____ for a further description of the Premises.
2. **TERM:** The term begins on (date) September 1, 2020 ("Commencement Date"), (Check A or B):
 - ☐ A. **Lease:** and shall terminate on (date) August 31, 2023 at 11:59 ☐ AM ☒ PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
 - ☐ B. **Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.
 - ☒ C. **RENEWAL OR EXTENSION TERMS:** See attached addendum 2 year option at end of initial term @ 4% increase over year 3.
3. **BASE RENT:**
 - A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):
 - ☐ (1) \$ _____ per month, for the term of the agreement.
 - ☐ (2) \$ _____ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for _____ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
 - ☒ (3) \$5,250.00 per month for the period commencing September 1, 2020 and ending August 31, 2021 and \$5,460.00 per month for the period commencing September 1, 2021 and ending August 31, 2022 and \$5,678.00 per month for the period commencing September 1, 2022 and ending August 31, 2023.
 - ☐ (4) In accordance with the attached rent schedule.
 - ☐ (5) Other: _____
 - B. Base Rent is payable in advance on the 1st (or ☐ _____) day of each calendar month, and is delinquent on the next day.
 - C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.
4. **RENT:**
 - A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
 - B. Payment: Rent shall be paid to (Name) _____ at (address) _____, or at any other location specified by Landlord in writing to Tenant.
 - C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.
5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on _____. If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant ☐ is ☐ is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.
6. **SECURITY DEPOSIT:**
 - A. Tenant agrees to pay Landlord \$5,250.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) ☐ If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.
 - B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.
 - C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials [Signature]

Tenant's Initials [Signature]

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COMMERCIAL LEASE AGREEMENT (CL PAGE 1 OF 6)

Resource Real Estate Loans, 654 Cass St. Monterey CA 93940
Anthony Pietragallo

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5

Phone: 831.402-0910

Fax: 831.319-0322

305 Amador Ave

www.lwlf.com



Premises: 305 (AKA 305-C) Amador Ave. Seaside, CA. 93955Date September 1, 2020**7. PAYMENTS:**

	<u>TOTAL DUE</u>	<u>PAYMENT RECEIVED</u>	<u>BALANCE DUE</u>	<u>DUE DATE</u>
A. Rent: From _____ To _____ Date Date	\$ _____	\$ _____	\$ _____	_____
B. Security Deposit	\$ _____	\$ _____	\$ _____	_____
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total:	\$ _____	\$ _____	\$ _____	_____

8. **PARKING:** Tenant is entitled to 2 (including ADA) unreserved and 3 reserved vehicle parking spaces. The right to parking ☐ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ 1,000.00 per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. **ADDITIONAL STORAGE:** Storage is permitted as follows: _____
The right to additional storage space ☐ is ☐ is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$5% of rent as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: _____
Items listed as exceptions shall be dealt with in the following manner: _____

12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant. Or billed from landlord to tenant.

14. PROPERTY OPERATING EXPENSES:

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. _____

OR B. ☐ (If checked) Paragraph 14 does not apply.

15. **USE:** The Premises are for the sole use as Retail, Office, Storage.
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. MAINTENANCE:

A. Tenant OR ☐ (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord OR ☐ (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and _____

Landlord's Initials (SJP)Tenant's Initials (SJP)

CL REVISED 12/15 (PAGE 2 OF 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 2 OF 6)

Premises: 305 (AKA 305-C) Amador Ave. Seaside, CA. 93955Date September 1, 2020

- 18. ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or ☒ 90) day period preceding the termination of the agreement.
- 22. SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or ☐) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

- 25. BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
- 27. HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$1,000,000.00 and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$1,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials (Signature)Tenant's Initials (Signature)

CL REVISED 12/15 (PAGE 3 OF 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 3 OF 6)

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

305 Amador Ave



Premises: 305 (AKA 305-C) Amador Ave. Seaside, CA. 93955Date September 1, 2020

- 30. TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises ☐ has, or ☒ has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises ☐ has, or ☐ has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.
- 35. DISPUTE RESOLUTION:**
- A. MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
- (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.
- "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**
- "WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Landlord's Initials (Signature) ()

Landlord's Initials <u>(Signature)</u>	Tenant's Initials <u>SJP</u>
Tenant's Initials <u>SJP</u>	()

CL REVISED 12/15 (PAGE 4 OF 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 4 OF 6)

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305 Amador Ave



Premises: 305 (AKA 305-C) Amador Ave. Seaside, CA. 93955Date September 1, 2020

36. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.
37. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: Reginald M. Jackson305 Amador Ave.Seaside, CA. 93955Tenant: Higher Level of Care Seaside1440 Canyon Del Rey Blvd.Seaside, CA. 93955

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

38. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.
39. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

40. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** 1-Tenant to also maintain exterior of building including landscaping, front and side/sides.

2- Tenant and landlord may upon the agreement between both parties execute an option agreement.3-Property is separately metered for electricity which tenant will be responsible for as well as trash/recycle/yard waste removal. For gas and water tenant will pay \$102 monthly, and should landlord deem usage is excessive landlord will have the right to pass the charges on to tenant please see 14A.4-Tenant to pay \$60 monthly for interior sprinkler system, please see 14A.5-Tenants portion of property taxes and insurance will be \$3400 per year, please see 14A.6- Move in cost from tenant to landlord to be \$15,750, which includes 1st and last months rent plus security deposit of \$5250.

The following ATTACHED supplements/exhibits are incorporated in this agreement: ☐ Option Agreement (C.A.R. Form OA)

41. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.
42. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.
43. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.
44. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
 Listing Agent: Resource Real Estate-Loans (Print Firm Name) is the agent of (check one):
☐ the Landlord exclusively; or ☒ both the Tenant and Landlord.
 Selling Agent: Resource Real Estate-Loans (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):
☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☒ both the Tenant and Landlord.
 Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials

RS

Tenant's Initials

SJP

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COMMERCIAL LEASE AGREEMENT (CL PAGE 5 OF 6)

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305 Amador Ave



Premises: 305 (AKA 305-C) Amador Ave. Seaside, CA. 93955Date September 1, 2020

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant Salvatore Palma Date 9/2/2020
D72D222A184E477...

Higher Level of Care Seaside (Salvatore Palma)

(Print name)

Address 1440 Canyon Del Rey Blvd. City Seaside State CA. Zip 93955

Tenant _____ Date _____

(Print name)

Address _____ City _____ State _____ Zip _____

- ☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____

Guarantor _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord Reginald M. Jackson Date 9/2/2020
D72D222A184E477...
 (owner or agent with authority to enter into this agreement)

Address 305 Amador Ave. City Seaside State CA. Zip 93955

Landlord _____ Date _____

(owner or agent with authority to enter into this agreement)

Address _____ City _____ State _____ Zip _____

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) Resource Real Estate-Loans DRE Lic. # 01362189
D72D222A184E477...

By (Agent) Anthony Pietragallo DRE Lic. # 01362189 Date 9/2/2020

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail @AOL.COM

Real Estate Broker (Leasing Firm) Resource Real Estate-Loans DRE Lic. # 01362189

By (Agent) Anthony Pietragallo DRE Lic. # 01362189 Date 9/2/2020

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail @aol.com

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COMMERCIAL LEASE AGREEMENT (CL PAGE 6 OF 6)

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305 Amador Ave





CALIFORNIA
ASSOCIATION
OF REALTORS®

COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM

(C.A.R. Form CLCA, 11/16)

This is an addendum to the Commercial Lease Agreement (lease) dated _____
in which Reginald M. Jackson is referred to as "Landlord"
and Higher Level of Care Seaside (Salvatore Palma) is referred to as "Tenant".
Paragraph 34 of the lease is deleted in its entirety and replaced by the following;

Paragraph 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:

- A. Landlord states that the Premises ☐ have, or ☒ have not been inspected by a Certified Access Specialist (CASp).
- B. If the Premises have been inspected by a CASp,
- (1) Landlord states that the Premises ☐ have, or ☐ have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53. Landlord shall provide Tenant a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) as specified below.
 - (2) ☐ (i) Tenant has received a copy of the report at least 48 hours before executing this lease. Tenant has no right to rescind the lease based upon information contained in the report.
- OR ☐ (ii) Tenant has received a copy of the report prior to, but no more than, 48 hours before, executing this lease. Based upon information contained in the report, Tenant has 72 hours after execution of this lease to rescind it.
- OR ☐ (iii) Tenant has not received a copy of the report prepared by the CASp prior to execution of this lease. Landlord shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after execution of this lease. Tenant shall have up to 3 days thereafter to rescind the lease based upon information in the report.
- C. If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection,
"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."
- D. Notwithstanding anything to the contrary in paragraph 17, 18, 19 or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards to the Premises are the responsibility of ☐ Tenant, ☐ Landlord, ☐ Other _____.

Tenant (Signature) Salvatore Palma Date 9/2/2020
0720222AY84E47...

Tenant (Print name) Higher Level of Care Seaside (Salvatore Palma)

Tenant (Signature) _____ Date _____

Tenant (Print name) _____

Landlord (Signature) Reginald M. Jackson Date 9/2/2020
30DB77C288AC44A...

Landlord (Print name) Reginald M. Jackson

Landlord (Signature) _____ Date _____

Landlord (Print name) _____

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Reviewed by _____



CLCA REVISED 11/16 (PAGE 1 OF 1)

COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM (CLCA PAGE 1 OF 1)

Resource Real Estate Loans, 654 Cass St. Monterey CA 93940
Anthony Pietragallo

Phone: 831.402-0910 Fax: 831.319-0322
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwlf.com

305 Amador Ave

City of Seaside, California
Fiscal Year 2021 / 2022 Business License

EXPIRES JUNE 30, 2022

Date Issued: 7/1/2021

License No: CAN20100

Issued to: HIGHER LEVEL OF CARE SEASIDE
1440 CANYON DEL REY BLVD
SEASIDE CA, 93955

Account No: 19602

Location: 1440 CANYON DEL REY BLVD
SEASIDE CA, 93955

The licensee named herein is authorized to do business at the above specified business location as provided for in the License Schedules listed below:

Schedule	Description
821991	CANNABIS DISPENSARY- RETAIL SALES

THIS LICENSE DOES NOT PERMIT BUSINESS OPERATION UNLESS YOUR BUSINESS IS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL APPLICABLE LAWS/RULES.

This is NOT A BILL.

This license must be posted.

City of Seaside

Issuing Authority

Questions regarding this license should be addressed to City of Seaside at (831) 899-6717



**BUREAU OF
CANNABIS
CONTROL**
CALIFORNIA

Bureau of Cannabis Control
(833) 768-5880

**Adult-Use and Medicinal - Retailer License
Provisional
Storefront**

**LICENSE NO:
C10-0000517-LIC**

**LEGAL BUSINESS NAME:
HIGHER LEVEL OF CARE SEASIDE**

**PREMISES:
310 Amador AVE
Seaside, CA 93955**



**VALID:
7/26/2019**

**EXPIRES:
7/25/2022**



Non-Transferable

*Prominently display this license
as required by Title 16 CCR § 5039*

Scan to verify this license.



Valid:
7/26/2019

Expires:
7/25/2022

License No:
C10-0000517-LIC

Legal Business Name:
HIGHER LEVEL OF CARE SEASIDE

Premises Address:
310 Amador AVE Seaside, CA 93955

1. Use your smartphone camera to scan the QR code for licensing information.
2. If your camera doesn't have scanning functionality, you can look up a location at [CApotcheck.com](https://www.capotcheck.com) using license number C10-0000517-LIC.



CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



ACCOUNT NUMBER

04/01/2018 SR GHC 103-162410

HIGHER LEVEL OF CARE SEASIDE
310 AMADOR AVE
SEASIDE, CA 93955-4726

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

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

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

Not valid at any other address

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

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

A MESSAGE TO OUR NEW PERMIT HOLDER

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

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

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

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

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

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

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

CALIFORNIA STATE BOARD OF EQUALIZATION
Sales and Use Tax Department



HIGHER LEVEL OF CARE

Proof of Capitalization

2022

5 Year Forecast

Income Statement - Year 1 Through Year 5

	Year 1	Year 2	Year 3	Year 4	Year 5
Sales					
Flower	1,174,238	1,232,950	1,294,597	1,359,327	1,427,293
Vape	1,019,012	1,069,963	1,123,461	1,179,634	1,238,616
Preroll	542,463	569,587	598,066	627,969	659,368
Edible	442,851	464,993	488,243	512,655	538,288
Concentrate	284,166	298,375	313,293	328,958	345,406
Tincture	75,317	79,083	83,037	87,189	91,548
Clothing / Paraphernalia	43,754	45,941	48,238	50,650	53,183
Pill	40,654	42,687	44,821	47,062	49,416
Topical	16,183	16,992	17,842	18,734	19,670
Beverage	11,362	11,930	12,527	13,153	13,811
Total Sales	3,650,000	3,832,500	4,024,125	4,225,331	4,436,598
Cost of Goods Sold					
Flower	645,831	678,122	712,028	747,630	785,011
Vape	560,457	588,480	617,904	648,799	681,239
Preroll	298,355	313,273	328,936	345,383	362,652
Edible	243,568	255,746	268,534	281,960	296,058
Concentrate	156,291	164,106	172,311	180,927	189,973
Tincture	41,424	43,495	45,670	47,954	50,351
Clothing / Paraphernalia	21,877	22,971	24,119	25,325	26,591
Pill	22,360	23,478	24,652	25,884	27,179
Topical	8,901	9,346	9,813	10,303	10,819

Beverage	6,249	6,562	6,890	7,234	7,596
State Excise Tax	541,434	568,506	596,931	626,778	658,117
Materials & Supplies	10,200	10,710	11,246	11,808	12,398
Total	2,556,947	2,684,794	2,819,034	2,959,985	3,107,985
Gross Profit	1,093,053	1,147,706	1,205,091	1,265,346	1,328,613
Operating Expenses					
Salaries & Wages	547,500	580,350	615,171	652,081	691,206
Rent	18,000	18,630	19,282	19,957	20,655
Marketing & Advertising	12,000	12,000	12,000	12,000	12,000
Security Expense	127,750	131,583	135,530	139,596	143,784
Utilities	3,600	3,600	3,600	3,600	3,600
Maintenance & Repairs	19,893	21,086	22,351	23,692	25,114
Vehicle Expense	600	600	600	600	600
Insurance & Permits	9,000	9,000	9,000	9,000	9,000
Professional Services	9,000	9,000	9,000	9,000	9,000
Bank Fees	6,000	6,000	6,000	6,000	6,000
Cleaning & Supplies	600	600	600	600	600
Payroll Based Expenses	98,550	104,463	110,731	117,375	124,417
POS Subscription / Internet	3,600	3,600	3,600	3,600	3,600
Office Supply Expenses	1,200	1,200	1,200	1,200	1,200
Charitable Donations	6,000	6,000	6,000	6,000	6,000
Miscellaneous Expenses	12,000	12,000	12,000	12,000	12,000
Total Expenses	875,293	919,712	966,665	1,016,301	1,068,776
EBITDA	217,761	227,994	238,426	249,045	259,837
Interest	0	0	0	0	0
Taxes (State & Federal)	65,328	68,398	71,528	74,713	77,951

Depreciation	0	0	0	0	0
Amortization	0	0	0	0	0
NET PROFIT	152,433	159,596	166,898	174,331	181,886

Attachment 2: Zoning Confirmation Letter



COMMUNITY & ECONOMIC DEVELOPMENT | Planning Division

440 Harcourt Avenue
Seaside, CA 93955

planning@ci.seaside.ca.us
<https://www.ci.seaside.ca.us/>

February 24, 2022

Spalma.pbs@gmail.com

king@emcplanning.com

Zoning Confirmation Letter

Proposed Business Name: Higher Level of Care, Seaside

Proposed Location: 305 Amador Avenue Suite C. The proposed site is located in the Mixed-Use (MX) zone of the West Broadway Urban Village Specific Plan (WBUV).

Seaside Municipal Code (SMC) Section 17.14.030.B Table 2-4 lists the permitted uses of cannabis in each commercial zone. A Conditional Use Permit is required for a Cannabis Retail use.

Proposed Site's Distance to Nearest Schools

SMC Section 19.02.010.C requires that no cannabis dispensary shall be located within 600 feet of any public or private school, excluding home schooling.

The nearest school to the proposed location of 305 Amador Avenue is Auburn's House Montessori School at 1242 Siddall Street. The proposed site complies with the required separation distance. 305 Amador Avenue is located more than 600 feet from the nearest point of 1242 Siddall Street's property.

Proposed Site Adjacent to Primary Site

SMC Section 19.02.010.E permits cannabis dispensary permits on more than one assessor's parcel number (APN), if the APN is directly adjacent to the primary APN. Adjacent APNs separated by public streets shall require a separate Conditional Use Permit.

1440 Canyon Del Rey Boulevard is the primary site for Higher Level of Care; 305 Amador Avenue Suite C is situated on an adjacent APN, separated by a public street. Therefore, a cannabis dispensary located at 305 Amador Avenue Suite C requires a separate Conditional Use Permit.

Proposed Site's Distance to Existing Cannabis Retailers

SMC Section 19.02.010.D requires that dispensaries located within the West Broadway Urban Village (WBUV) shall not be located within 400 feet of another dispensary in the WBUV.

The nearest dispensary to the proposed location of 305 Amador Avenue that is also within the WBUV is Rare Earth Botica at 575 Broadway Avenue. The proposed site complies with the required separation distance. 305 Amador Ave is located more than 400 feet from the nearest point of 575 Broadway Avenues's property.

Confirmation

305 Amador Avenue Suite C is more than 600 feet from the nearest school.

305 Amador Avenue Suite C is more than 400 feet from the nearest cannabis dispensary located within the WBUV.



CITY OF SEASIDE STAFF REPORT

Item No.: 10.C.

TO: City Council

FROM: Roberta Greathouse, Acting City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: May 19, 2022

SUBJECT: ADOPT RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS TO PERFORM DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES FOR CUTINO PARK IMPROVEMENTS FOR AN AMOUNT NOT TO EXCEED \$110,000.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a professional services agreement with Whitson Engineers to perform design, bidding, and construction phase services for Cutino Park for an amount not to exceed \$110,000.00.

BACKGROUND

Cutino Park Master Plan (Attachment 3) identifies improvements at Cutino Park (the Park). In 2018, the City moved forward with the construction of ADA upgrades to the restroom, snack shack and walkway entrance from Noche Buena, multi-use synthetic turf field, and the Skate Park collectively named David Cutino Park Phase 1 Improvements. The majority of these improvements were funded through Bond funds with some funding from the Community Development Block Grant (CDBG). These improvements were completed in August 2019.

The remaining improvements identified in the Master Plan include a retaining/sound wall, parking lot, new playground and equipment, fitness equipment, new basketball half court, picnic area, and walking path outside the field. Based upon the Master Plans 30% design plans, the remaining improvements were estimated to cost \$7.2M. However, staff estimated only a few hundred thousand dollars of bond funds remained. Rearranging the location of certain elements and moving forward with some of the Master Plan concepts, staff retained Monterey Bay Engineers to design just the parking lot and pathway to be located off of Noche Buena Street. That design was halted at the

30% design stage in order to consider incorporating additional recreational elements. On June 17, 2021, the City Council approved a contract with Monterey Bay Engineers to design the additional improvements of landscaping, lighting, storm water retention, pump track, playground, and bleachers for the Park. The pump track is not able to fit in the open area remaining in the Park. Staff is looking for another location to incorporate the pump track. To date, Monterey Bay Engineers has completed the Park design to 60% completion level.

Staff have determined they need the assistance of another engineering firm to design some of the improvements, and get the plans to a 100% level and ready to bid. The City requested a proposal from Whitson Engineers to: perform pickle ball court, picnic area, pathway, landscape, and electrical design services; prepare stormwater documentation, final specifications, and a cost estimate; and perform bidding and construction phase services. Staff have reviewed the proposal and find the scope and fee acceptable.

Staff recommends the City Council adopt a resolution (attachment 1) authorizing the City Manager to execute a professional services agreement (attachment 2) with Whitson Engineers to perform the previously mentioned services for the Cutino Park Improvements Project for an amount not to exceed \$110,000.00 and amendments up to an additional \$11,000.00 to the agreement for design, bidding, and construction phase services for the Cutino Park Part 2 Improvements.

FISCAL IMPACT

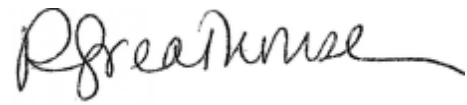
Cutino Park Improvements are funded by the Cutino Park Bond, account no. 348-8910-9570. In addition, \$250,000 of CDBG funds was allocated to the project in fiscal year 2022/ 23 and another \$250,000 in fiscal year 2023/24. To date, \$718,658.00 of Cutino Park Bond Funds are available for park improvements.

The professional services agreement with Whitson Engineers to perform limited design, bidding, and construction phase services for the Cutino Park Improvements Projects is for a not to exceed amount of \$110,000.00. A 10% contingency brings the total amount to perform the services to \$121,000.00.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement
3. Master Plan

Reviewed for Submission to the City Council by:

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

Roberta Greathouse, Acting City Manager

RESOLUTION NO. 22-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WHITSON ENGINEERS TO PERFORM DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES FOR THE CUTINO PARK IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$110,000.00

WHEREAS, Cutino Park conceptual plan and 30% design documents was presented and approved by the City Council on December 21, 2017; and

WHEREAS, due to the nature of the funding, extensive scope of the project and the associated costs of the improvements, the City elected to completed the improvements in phases; and

WHEREAS, a skate park and multi-use field was designed and construction completed in August 2019 collectively called Cutino Park Phase 1 Improvements; and

WHEREAS, the City staff elected to seek additional improvements for a parking lot, storm water retention and treatment, new playground, pump track, bleachers, accessible pathway, lighting and landscape features; and

WHEREAS, on June 17, 2021, the City Council authorized a professional services agreement with Monterey Bay Engineers (MBE) be executed to perform design of the additional improvements; and

WHEREAS, to date, Monterey Bay Engineers has completed the Park design to 60% completion level; and

WHEREAS, staff determined the services of another consultant was needed to design some of the improvements, and get the plans to a 100% level and ready to bid; and

WHEREAS, staff requested a proposal from Whitson Engineers to: perform pickle ball court, picnic area, pathway, landscape, and electrical design services; prepare stormwater documentation, final specifications, and a cost estimate; and perform bidding and construction phase services; and

WHEREAS, Whitson Engineers submitted a proposal to perform the aforementioned services for the Cutino Park Part 2 Improvements in the amount of \$110,000.00; and

WHEREAS, Staff has determined the proposed scope of work and budget are reasonable and within the approved budget; and

WHEREAS, an amount of \$11,000.00 contingency, 10% of the contract value, should be authorized on an as required basis; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute a Professional Services Agreement with Whitson Engineers to perform limited design, bidding, and construction phase services for the Cutino Park Improvements Project for an amount not to exceed \$110,000.00 and written amendments such that the total agreement does not exceed \$121,000.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 19th 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



**CITY OF SEASIDE
DESIGN PROFESSIONAL SERVICE AGREEMENT
CUTINO PARK IMPROVEMENTS**

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

1. TERM

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

2. SERVICES

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

3. PERFORMANCE

Consultant shall perform all professional services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGENCY MANAGEMENT

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

5. PAYMENT

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

7. DEFAULT OF CONSULTANT

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

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

8. OWNERSHIP OF DOCUMENTS

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

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

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

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

9. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

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

(b) For All Other Liabilities

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

any concurrent or contributory negligence on the part of the Agency, except for the active negligence of, or willful misconduct of the Agency.

10. INSURANCE

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

11. INDEPENDENT CONSULTANT

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

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

12. LEGAL RESPONSIBILITIES

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

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any

method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

16. **NOTICES**

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

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

To Consultant: Whitson Engineers
6 Harris Court
Monterey, CA 93940

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, Nathaniel Milam, PE shall be the Project Manager and Engineer of Record for the services described in this Agreement.

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

18. **LICENSES**

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

19. GOVERNING LAW

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

20. ENTIRE AGREEMENT

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

21. WORK SCHEDULED/TIME OF COMPLETION

Consultant shall perform all services in a timely manner.

22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CONSULTANT: Whitson Engineers

By: 
Richard Weber, PE, PLS, QSD
Principal

Date: 5/11/2022

City of Seaside
A Municipal Corporation

Roberta Greathouse, Acting City Manager

Date: _____

Attachments:	Exhibit A	Scope of Work/Consultant Proposal
	Exhibit B	Standard Billing Rates
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal – Engineering Services

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

Other provisions or requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

May 5, 2022

Project No.: 4535.00

Nisha Patel
Public Works Director / City Engineer
City of Seaside
440 Harcourt Ave.
Seaside, CA 93955

Via email: npatel@ci.seaside.ca.us

Re: Cutino Park Improvements | Civil Engineering Proposal

Dear Ms. Patel:

Thank you for the opportunity to make this proposal for the subject project. It is our understanding from our discussions that the City desires us to finalize construction documents for Cutino Park including the work shown to an approximately 90%-level by Monterey Bay Engineers, Inc., as well as Civil, Landscape, and Electrical design services for other improvements (as funding allows) including: two new pickleball courts; a new play area and playground equipment; a new picnic / gathering space adjacent to the new play area and Boys and Girls' Club; site furnishings and amenities such as benches, tables and water fountains; and planting and irrigation improvements.

Based on our understanding of the project, we propose the following scope of work:

SCOPE OF SERVICES:

Preliminary Design

1. Perform a site review.
2. Prepare up to 3 scaled studies (hand graphics) showing layouts of pickleball courts, picnic area, pathways, and other site improvements.
3. Review the site studies with the City and prepare 1 preferred Concept Plan.
4. Prepare a preliminary construction cost estimate for the preferred Concept Plan.

Final Design

1. Perform supplemental topographic surveying as needed to support design. We have budgeted three days' field time for this task.
2. Prepare a CAD base plan incorporating the topographic survey and proposed sitework.
3. Prepare 60% (Draft), 90% (Plan Check) and 100% (Bid Set) Drawings for permitting, bidding and construction. Anticipated sheets include the following (new plan sheets are bolded):

Cutino Park Improvements

General

- a. Cover Sheet**
- b. Topographic Survey**
- c. Erosion and Sediment Control Plan**
- d. Erosion and Sediment Control Notes and Details**
- e. Site Accessibility Plan**

Civil

- f. Site Demolition Plan
- g. Civil Construction Plan
- h. Civil Grading and Drainage Plan
- i. Civil Details

Landscape

- j. Landscape Construction Plan**
- k. Landscape Layout Plan**
- l. Landscape Construction Details**
- m. Planting Plan**
- n. Irrigation Plan**
- o. Planting and Irrigation Notes and Details**

Electrical

- p. Lighting Plan
- q. Photometric Plan**
- r. Electrical Notes and Details**

- 4. Prepare 90% and 100% Specifications.
- 5. Prepare 60%, 90% and 100% Construction Cost Estimates.
- 6. Estimate earthwork volumes based on the Site Grading and Drainage Plan.
- 7. Prepare 60%, 90% and 100% SWCP, using the MRSWMP template.
- 8. Complete the civil (technical) aspects of the city-provided Stormwater Facilities Maintenance Agreement template, and provide the completed template to the city for finalization and recordation.
- 9. Develop a Stormwater Facilities Operation and Maintenance Plan (O&M Plan) for the Project. The O&M Plan will address long-term stormwater facility maintenance activities, and will be an attachment to the Maintenance Agreement.
- 10. Prepare Landscape Estimated Water Use / Water Demand Statement to comply with California Model Water Efficient Landscape Ordinance requirements. Prepare Monterey Peninsula Water Management District Submittal. Respond to 2 rounds of plan check comments.
- 11. Respond to city Public Works constructability review and Building Permit plan check review comments. We assume the city will perform the reviews "in house", and two rounds of plan check comments will be provided and responded to.

Bidding and Construction Support

- 1. Attend the pre-bid meeting and respond to Bidder Inquiries.
- 2. Provide design assistance during construction as requested. This is anticipated to include: attending monthly progress meetings; performing up to 4 site reviews during construction, and preparing written field reports; reviewing Contractor's Material Submittals and Shop Drawings; preparing written responses to Requests for Information; preparing drawing revisions if needed; and participating in a final

Cutino Park Improvements

site review and preparing a Punch List.

3. Provide the following SCM construction observations:
 - a. Excavation – Observe excavation area prior to installation of drain rock and BSM.
 - b. Drainage structures – Observe structures, pipes and appurtenances.
 - c. Finished grade – Observe finished facility grading, prior to installation of landscaping and irrigation.
 - d. Final – Observe completed project.

Assumptions:

1. All our work products will be provided to you in PDF and/or AutoCAD DWG format. Hard copy prints will not be required.
2. City will provide the CAD files for the 90% drawings by Monterey Bay Engineers.
3. No specialty/decorative pavements are proposed.
4. Project will disturb less than 1 acre, and so will not require coverage under the Construction General Permit.
5. Project will create/replace more than 15,000 s.f. of impervious area, and therefore will require a "Tier 3" or "Tier 4" Storm Water Control Plan. Bioretention ponds will provide the required stormwater mitigation.
6. The city will provide specification templates.
7. Design of utilities (other than on-site storm drainage, extension of the existing on-site irrigation system, and parking lot and path lighting) will not be required.

Exclusions:

The following work is specifically excluded from the Engineer's Scope of Services:

1. Changes in scope of the Engineer's work
2. Utility design (other than as specifically noted)
3. Off-site improvements (other than the proposed driveway apron)
4. Structural engineering (which includes retaining wall design)
5. Geotechnical Engineering
6. Obtaining or coordinating permits, permit condition compliance
7. Preparation of a Construction Management Plan and/or plans for disposal of excess soil
8. Construction Management, Construction Inspections, Special Inspections, Construction Staking, or other construction phase services (other than as specifically noted)
9. Plan revisions to reflect field changes; As-Built plan preparation

Please note that upon your request we could provide the above services at additional cost.

PAYMENT AND PROVISIONS:

Our fee for the services described in the above Scope of Services will be as follows:

Design Phase	\$78,000
Bidding and Construction Support	\$32,000
Total Fee	\$110,000

Progress billings will be on a Time and Materials basis as work is being completed, in accordance with the attached Rate Schedule.

If this proposal is acceptable, please forward a contract for execution.

We will begin work immediately following the receipt of a signed agreement. If you have any questions or need more information, please contact me at (831) 649-5225.

Sincerely,
Whitson Engineers



Nathaniel Milam, PE, QSD | Senior Civil Engineer

for
Richard Weber PE, LS, QSD | Principal
RCE 55219, LS 8002, QSD 20534

City of Seaside - Cutino Park Improvements						
Engineering Services Time and Materials Estimate						
5/5/22 NDM T41						
Preliminary Design	PE	SCE	AE	1P	Totals	
Rate:	\$ 240	\$ 195	\$ 150	\$ 210	Hours	Cost
1 Site Review		2	4		6	\$ 990
2 Prepare 2 scaled studies (BFS)					0	\$ -
3 Prepare 1 preferred Concept Plan (BFS)					0	\$ -
4 Preliminary Cost Estimate		4			4	\$ 780
- Project management, QA/QC		2			2	\$ 390
Subtotal:	0	8	4	0	12	\$ 2,160
Professional Personnel Estimate:						\$ 2,160
Subconsultant (BFS Landscape Architects; included below):						\$ -
Subconsultant (Aurum Consulting Engineers; included below):						\$ -
10% Subconsultant Administrative Fee:						\$ -
Expenses:						\$ -
Total Estimate:						\$ 2,160
Final Design	PE	SCE	AE	1P	Totals	
Rate:	\$ 240	\$ 195	\$ 150	\$ 210	Hours	Cost
1 Topographic survey (allowance)		4	16	24	44	\$ 8,220
2 CAD base plan			2		2	\$ 300
3a 60% Drawings		8	40		48	\$ 7,560
3b 90% Drawings		4	20		24	\$ 3,780
3c 100% Drawings		2	8		10	\$ 1,590
4a 90% Specifications		4	4		8	\$ 1,380
4b 100% Specifications		2			2	\$ 390
5a 60% Cost Estimate		4	2		6	\$ 1,080
5b 90% Cost Estimate		2			2	\$ 390
5c 100% Cost Estimate		1			1	\$ 195
6 Earthwork			4		4	\$ 600
7 60%, 90% and 100% SWCP		4	4		8	\$ 1,380
8 Stormwater Maintenance Agreement		1			1	\$ 195
9 Stormwater O&M Plan		2	4		6	\$ 990
10 MWELC compliance, MPWMD submittals (BFS)					0	\$ -
10 Respond to plan check comments (2 rounds)		4	4		8	\$ 1,380
- Project management, QA/QC	4	4			8	\$ 1,740
Subtotal:	4	46	108	24	182	\$ 31,170
Professional Personnel Estimate:						\$ 31,170
Subconsultant (BFS Landscape Architects):						\$ 34,420
Subconsultant (Aurum Consulting Engineers):						\$ 6,000
10% Subconsultant Administrative Fee:						\$ 4,042
Expenses:						\$ 300
Total Estimate:						\$ 75,932
Bidding and Construction Support	PE	SCE	AE	1P	Totals	
Rate:	\$ 240	\$ 195	\$ 150	\$ 210	Hours	Cost
1 Bid phase support		8			8	\$ 1,560
2a Monthly progress meetings (6 months)		12			12	\$ 2,340
2b Site reviews and field reports (4 total)		12			12	\$ 2,340
2c Material Submittal Review		8			8	\$ 1,560
2d Respond to RFIs		8			8	\$ 1,560
2e Drawing revisions		8			8	\$ 1,560
2f Final site review, punch list		4			4	\$ 780
3a SCM Obs. - Excavation		2	2		4	\$ 690
3b SCM Obs. - Structures		2	2		4	\$ 690
3c SCM Obs. - Finish grade		2	2		4	\$ 690
3d SCM Obs. - Final		2	2		4	\$ 690
- Project management, QA/QC	2	4			6	\$ 1,260
Subtotal:	2	72	8	0	82	\$ 15,720
Professional Personnel Estimate:						\$ 15,720
Subconsultant (BFS Landscape Architects):						\$ 13,060
Subconsultant (Aurum Consulting Engineers):						\$ 1,000
10% Subconsultant Administrative Fee:						\$ 1,406
Expenses:						\$ 600
Total Estimate:						\$ 31,786
					Project Funding:	\$ 1,200,000
					Approx. Construction Budget:	\$ 920,000
					Design Cost Ratio:	8%
					Bidding and Construction Support Cost Ratio:	3.5%

HOURLY RATE SCHEDULE

<u>Category</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 240.00
Senior Civil Engineer	\$ 195.00
Senior Land Surveyor	\$ 195.00
Civil Engineer	\$ 175.00
Land Surveyor	\$ 175.00
Senior Associate Engineer / Surveyor	\$ 165.00
Associate Engineer / Surveyor	\$ 150.00
Assistant Engineer / Surveyor	\$ 130.00
Senior Engineering / Survey Technician	\$ 125.00
Engineering / Survey Technician	\$ 120.00
Administrative Support	\$ 75.00
Engineering Aide	\$ 70.00
Expert Witness / Court Hearing	\$ 325.00

Field Surveying*

One Person Survey Crew (Prevailing Wage)	\$ 210.00
Two Person Survey Crew (Prevailing Wage)	\$ 350.00

Reimbursables

Professional Services by Others	Cost Plus 10%
In-House Large Format Plotting / Copies (Black & White)	\$0.54 / S.F.
In-House Plots, Prints, Copies (Color/Special Media)	Rates vary, available upon request
In-House Prints / Copies (Black & White)	\$0.10/sheet for 8.5x11, \$0.54/sheet for 11x17
Materials, Postage, Reproduction, Telephone	Cost Plus 10%
Mileage	Per Current Federal Rate

*Survey Crew rates are Prevailing Wage
Rates effective January 1, 2020

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Scope of Services

Cutino Park Improvements City of Seaside, CA
May 04, 2022



PROJECT DESCRIPTION

The landscape improvements at David Cutino Park in Seaside include:

- The construction of new pickleball courts and the related elements (fencing, gates, site furnishings and amenities)
- Coordination with the Civil Engineer on the layout of pedestrian pathways and site circulation around the new courts, playground equipment and parking lot
- The construction of a new picnic area/gathering space adjacent to the new playground. Area to include picnic tables and furnishings. Shade structures are not included in this scope of work. Coordinate with electrical engineer on supply of power to the picnic area.
- Construction of a new playground. Playground equipment has already been selected by the City of Seaside, BFS to coordinate the surfacing material, edge restraints and drainage of the playground. Shade structures are not included in this scope of work.
- Coordination with the Electrical Engineer on the selection and layout of pedestrian light fixtures in the new improvement area
- Coordination with City Staff on locations to install additional site furnishings and amenities through the entire park.
- Planting and irrigation improvements in the areas of improvement at the parking lot, pickleball courts, playground, picnic area
- Coordination with City Staff on the location of City standard signage and Park Signs.
- BFS to coordinate with City Staff on existing planting areas to receive replacement planting materials, weedmat and mulch replenishment. Renovation/rehabilitation of irrigation design outside of the core improvement area is not included.

3.0 CONSTRUCTION DOCUMENTS (ASSUMES 6 MONTH DURATION)

- 3.01 Meet with Owner (City of Seaside) and Client (Whitson Engineers) to perform a site review. Identify irrigation point of connection and existing infrastructure.
- 3.02 BFS to prepare, no more than, (3) scaled site studies (hand graphic) with layout configurations of the pickleball courts, picnic area, pathways, and other site improvements. BFS to review site studies with the Client and Owner and refine studies to (1) preferred concept plan. BFS to prepare a rough order of magnitude of cost for proposed improvements.
- 3.03 Prepare and submit final concept plan based on comments received. BFS to provide to the Owner and Client a rendered site plan for presentation use at the Parks and Recreation Commission meeting and City Council.
- 3.04 Prepare and submit conceptual estimate of probable construction costs for landscape scope.
- 3.05 Refine / reformat base plans as required for landscape design development.
- 3.06 Prepare and submit product notebook. BFS to research and coordinate with the Owner and Client selection of site furnishings, amenities, playground surfacing material, court surfacing material, light fixtures and

20220504_Cutino Park Improvements

BFS Landscape Architects ▪ bfsla.com

425 Pacific Street, Suite 201, Monterey, California 93940 ▪ (831) 646-1383 P ▪ (831) 373-8653 F
1580 West El Camino Real, Suite 12, Mountain View 94040 ▪ (650) 326-6622 P ▪ (650) 963-9421 F

preferred irrigation equipment and materials. BFS to compile a product notebook for review. Refine notebook based on comments received by Owner and Client.

- 3.07 Coordinate the following items as required with Project Team. Includes (6) web-based meetings.
 - a. Demolition / clear & grub areas, with the civil engineer.
 - b. Grading and drainage of pedestrian pavements, playground surfacing and planting areas with the civil engineer.
 - c. LID / C3 storm water management strategies with the civil engineer.
 - d. Irrigation point of connection (POC) and controller location with the civil / electrical engineers. Review existing static water pressure at the POC and make recommendations if necessary.
 - e. Paving base and sub-grade design with the civil / geotechnical engineer.
 - f. Site lighting with the electrical engineer. Research, review and recommend landscape lighting fixtures.
 - g. Site signage locations with the Owner and Client
- 3.08 Prepare and submit 60% complete CDs, including:
 - a. Landscape Construction Plans
 - b. Landscape Layout Plan
 - c. Landscape Construction Details
 - d. Planting Plans
 - e. Irrigation Plans
 - f. Planting & Irrigation Details
- 3.09 Prepare and submit 60% estimate of probable construction costs
- 3.10 Review 60% Construction Documents and Cost Estimate with Owner.
- 3.11 Based on Owner review, complete 90% Construction Documents
- 3.12 Prepare 90% estimate of probable construction costs
- 3.13 Prepare 90% Technical Specifications in the CSI format.
- 3.14 Prepare Landscape Estimated Water Use / Water Demand Statement to comply with California Model Water Efficient Landscape Ordinance requirements. Prepare Monterey Peninsula Water Management District Submittal. Include (2) back-check submittals.
- 3.15 Submit 90% Construction Documents, Cost Estimate and Specifications for building permit plan check and public works review. Include (2) back-check submittals.
- 3.16 Based on Owner, public works and building department review, complete 100% Bid Set Drawings, Technical Specifications, and 100% estimate of probable construction costs. Submit digital copies of drawings to Owner and Client

4.0 BIDDING AND CONSTRUCTION REVIEW

Owner / Owner's Construction Manager (CM) shall have the primary responsibility for the bidding and construction review phase of the project, including testing and inspection coordination, payment request processing and all related items.

- 4.01 Provide technical assistance during the bid process, including preparation of Addenda. Respond to questions as directed by Owner / CM. Provide written or graphic clarification as appropriate.
- 4.02 Provide the Contractor a Conform Set of Drawings incorporating all addenda revisions.
- 4.03 Attend pre-construction meeting with Owner / CM and Contractor to discuss construction procedures.
- 4.04 Respond to Requests for Information (RFI); furnish Clarifications, Revisions, and Architects Supplementary Instructions (ASI) to the Owner / CM; any change orders will be prepared by Owner / CM.
- 4.05 Review and process submittals, samples and Shop Drawings. Review proposed substitutions if any, for conformance to drawings and technical specifications.
- 4.06 Attend twice-a-month project (OAC) meetings on project site or through a web-based conferencing platform..
- 4.07 Attend [4] on-site construction reviews, followed by written field reports. Assumes [6]-months construction and [3]-months landscape maintenance. Reviews to include:
 - a. Substantial Completion Review – at start of landscape maintenance
 - b. Punch-list Check – during landscape maintenance \
 - c. Final Review – at end of landscape maintenance
- 4.08 Close-out project including administrative documentation.

5.0 ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only as authorized and on an hourly basis unless otherwise approved.

- 5.10 Additional meetings as authorized by the Owner / PM.

EXCLUSIONS

The following are excluded from our scope of services.

1. Architectural Review Board Submittal.
2. Site Survey. Assumed to be in civil scope.
3. Geotechnical Survey / Report.
4. Tree survey / Arborist Report.
5. Demolition, Grading, and Drainage Plans. Assumed to be in civil scope.
6. C3 Stormwater Management Plans. Assumed to be in civil scope.
7. Storm Water Pollution Prevention Plan (SWPPP). Assumed to be in civil scope.
8. Notice of Intent (NOI), Signed Certification Statement, and First Annual Fee, if required, will be included as a requirement for the Contractor.
9. Architectural Drawings for ancillary support buildings and structures.
10. Paving base and sub-grade design.
11. Electrical Engineering including PG&E application.
12. Structural Engineering (light standard footings etc).
13. Utility Engineering including domestic water supply.
14. ADAAG (Accessible route)
15. Signage & graphics artwork.
16. Off-site improvements, except for utility connections.
17. Testing fees for construction testing procedures, i.e., compaction testing, percolation testing, construction staking verification.
18. Division 1 (General Conditions and Special Provisions) Project Specifications.
19. Printing of drawings on Mylar.

-END -

COMPENSATION

3.0	CONSTRUCTION DOCUMENTS	\$34,420
4.0	BIDDING AND CONSTRUCTION REVIEW	\$13,060
5.0	ADDITIONAL SERVICES	
	5.1 Additional Meetings.....	\$200 per meeting
	REIMBURSABLE EXPENSES BUDGET	\$850

HOURLY RATES AND REIMBURSABLE EXPENSES: See current Standard Schedule of Compensation. All costs for printing, special delivery, horticultural soils analysis, Owner business licenses and fees, consultant services, and other costs directly related to the project would be billed as a reimbursable expense at our cost plus a fifteen percent administration charge.

Attachments: Standard Schedule of Compensation, dated 5/2022.

Notice: Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at: Landscape Architects Technical Committee, 2420 Del Paso Rd, Unit 105, Sacramento, CA 95834 (916) 575-7230.

Standard Schedule of Compensation

May 2022



GENERAL

The following list of fees and reimbursable expense items shall be used in providing services within our agreement and may be annually adjusted, upon issuance of an updated Standard Schedule of Compensation:

Principal	\$220/hour
Associate Principal	\$205/hour
Associate	\$190/hour
Project Manager	\$170/hour
Assistant Project Manager	\$160/hour
Designer	\$140/hour
Assistant Designer	\$120/hour
Design/Graphics Intern	\$45/hour
Word Processor/Clerical	\$85/hour

ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only with prior authorization and on an hourly basis unless otherwise approved.

REIMBURSABLE EXPENSES

All costs for printing and plotting, special delivery, mileage, and other costs directly related to the project will be accounted as a reimbursable expense at our cost plus a fifteen percent administration charge.

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 D

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.

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 D

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.

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 D

- 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 D

- 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



Site Plan
Cutino Park
City of Seaside
Seaside, CA



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 CIVIL ENGINEERING
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