



A G E N D A
CITY OF SEASIDE
PLANNING COMMISSION

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Wednesday, August 10, 2022
6:00 PM

NOTICE: *The City Council and the City's Boards, Commissions and Committees, 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://us02web.zoom.us/j/81555467580>
WEBINAR ID: 815 5546 7580
3. To participate by phone: Please call (669) 900-9128
Enter the meeting ID 815 5546 7580 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 at least two (2) hours prior to the meeting time 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 Commission may approach the podium when the Chair calls for public comment.

1. **CALL TO ORDER**

2. **ROLL CALL - ESTABLISHMENT OF QUORUM**

William Silva	Chair
Keith Dodson	Commissioner
John Owens	Commissioner
Arlington La Mica	Commissioner
Dave Evans	Commissioner
Danny Huynh	Commissioner
Elizabeth Madrigal	Commissioner

3. **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).

4. **PUBLIC COMMENT FOR COMMISSIONS**

Members of the public wishing to address the Commission 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. Comments on specific agenda items are heard under that item. For the public record, please state your name.

5. **BUSINESS ITEMS**

A. **USE PERMIT APPLICATION NO. UP-22-05. MATHEW CHRISTIAN PALACIOS, APPLICANT AND MEGAN JONES, PROPERTY OWNER, ARE REQUESTING THE APPROVAL OF A USE PERMIT APPLICATION TO ALLOW FOR A REDUCTION IN PARKING REQUIREMENTS FOR A SINGLE FAMILY DWELLING LOCATED AT 1165 LUXTON STREET IN THE RS-8 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT (APN 012-853-025). THE PROJECT IS CATEGORICALLY EXEMPT CLASS 1, SECTION 15301(E)(1) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.**

B. **MINOR USE PERMIT NO. MUP-22-03: DANIELLE PATTERSON, HEAD OF SCHOOLS, APPLICANT, AND CHARTWELL SCHOOL, PROPERTY OWNER, REQUEST MINOR USE PERMIT APPROVAL FOR TWO NEW MODULAR BUILDINGS THAT WILL RESULT IN FOUR NEW CLASSROOMS ON THE EXISTING CHARTWELL CAMPUS. THE SCHOOL IS LOCATED AT 2511 NUMA WATSON ROAD IN THE PUBLIC-INSTITUTIONAL (PI) ZONING DISTRICT. THE PROJECT IS CATEGORICALLY EXEMPT FORM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT CLASS 14 SECTION 15314 MINOR ADDITIONS TO SCHOOLS.**

**C. BOARD OF ARCHITECTURAL REVIEW APPLICATION NO. BAR-22-08:
ROARK CRAVEN, APPLICANT, AND HOVERCRAFT LLC, PROPERTY OWNER,
REQUEST DESIGN APPROVAL FOR UPGRADED PARKING LOT
LANDSCAPING, INCLUDING THE REMOVAL OF 45 PALM TREES AND THE
PLANTING OF 12 CANOPY TREES LOCATED IN THE PARKING LOT AT THE
HOME DEPOT, SMART & FINAL, AND STAPLES SHOPPING CENTER AT
CANYON DEL REY BOULEVARD (APN:011-561-013) IN THE REGIONAL
COMMERCIAL (CRG) ZONING DISTRICT, THE PROJECT IS
CATEGORICALLY EXEMPT CLASS 4, SECTION 15304(B) FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT.**

6. REPORTS FROM COMMISSIONERS

7. REPORTS FROM STAFF

8. ADJOURNMENT

Next Regularly Scheduled Meeting:
August 24, 2022
6:00 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 Government Code Section 54954.2(a) or Section 54956.



CITY OF SEASIDE STAFF REPORT

Item No.: 5.A.

TO: Planning Commission

BY: Jose Torres, Associate Planner

DATE: August 10, 2022

SUBJECT: USE PERMIT APPLICATION NO. UP-22-05. MATHEW CHRISTIAN PALACIOS, APPLICANT AND MEGAN JONES, PROPERTY OWNER, ARE REQUESTING THE APPROVAL OF A USE PERMIT APPLICATION TO ALLOW FOR A REDUCTION IN PARKING REQUIREMENTS FOR A SINGLE FAMILY DWELLING LOCATED AT 1165 LUXTON STREET IN THE RS-8 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT (APN 012-853-025). THE PROJECT IS CATEGORICALLY EXEMPT CLASS 1, SECTION 15301(E)(1) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

PURPOSE & RECOMMENDATION

In accordance with Section 17.34.100.B.1 of the Seaside Municipal Code (SMC), a reduction in parking may allowed with the granting of Use Permit; A structure with nonconforming parking is proposed for rehabilitation and the existing structure's location, underlying parcel size or topography, or public safety concerns render the applicable parking requirement unreasonable.

BACKGROUND

The applicant is proposing a 241 sq. ft. expansion of their existing master bedroom, walk-in closet, and bathroom. This increase in livable floor area, initiates the additional parking requirement. The applicant is seeking a Use Permit, to remove that requirement. The main argument in support of this reduction stems from the fact that the expansion itself is mainly interior and no physical changes from the street will be made apparent. Furthermore, the number of inhabitants will not increase. Finally, on-street parking is abundant on this block of mainly single-family dwellings, most of which have either a one-car or a two-car garage.

The subject site consists of a 6,080 square-foot parcel located 1165 Luxton Street. The property is developed with a 1,092 square-foot, one-story single-family dwelling with an attached garage. The adjoining parcels consist of one-story single-family dwellings in the four cardinal directions.

PROJECT DESCRIPTION

The applicant is proposing a 241 sq. ft. expansion of their existing master bedroom, walk-in closet, and bathroom. This increase in livable floor area, initiates the additional parking requirement. The applicant is seeking a Use Permit, to remove that requirement. The main argument in support of this reduction stems from the fact that the expansion itself is mainly interior and no physical changes from the street will be made apparent. Furthermore, the number of inhabitants will not increase. Finally, on-street parking is abundant on this block of mainly single-family dwellings, most of which have either a one-car or a two-car garage.

Project plans are provided as Exhibit A to Attachment 1: Resolution.

ENVIRONMENTAL REVIEW

This project is exempt from the California Environmental Quality Act pursuant to Class 1, Section 15301(e)(1): Class 1 consists of additions to existing structures involving negligible or no expansion of use.

Evidence: The proposed living floor expansion would consist of an accessory use to the single family that would not have any impact on the environment or materially affect the use of the dwelling and/or mass of the dwelling.

STAFF ANALYSIS

SMC section 17.62.070.F requires the following findings be made in order to grant a Use Permit:

Finding 1

The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Ordinance and the Municipal Code.

Evidence: The proposed living floor additions will comply with all standards of development associated with the RS-8 zoning district, including setbacks and height limits.

Finding 2

The proposed use is consistent with the General Plan and any applicable specific plan.

The Seaside General Plan Land Use Designation for the project site is Single Family-Low Density Residential. The addition will increase the living floor area, which initiates the required additional parking, to be waived subsequent to the granting of a Use Permit. The General Plan requires all new development to complement and enhance existing

land uses, as set forth in the following Land Use and Urban Design Goals and Policies: The General Plan provides the following guidelines with respect to Streetscapes/View sheds and land use compatibility:

Goal LU-4 – Ensure that new development compliments existing land uses and enhances the character of the community and its neighbors.

Policy LU-4.1 – Require that all new development is compatible with surrounding uses, the site, and available infrastructure.

Evidence: The project proposal is compatible with the overall design and scale of surrounding residential land uses. All modifications are both internal and minor, and will not have any visual impact in the public realm.

Finding 3

The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and planned future land uses in the vicinity.

Evidence: The applicant has incorporated design features and architectural styles of the existing structure to have a contextual relationship with the existing neighborhood. All work is internal to the home, and not in public view. The project plans for the residence have been designed to respect the existing residential patterns and scale in the neighborhood.

Finding 4

The site is physically suitable for the type, density and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

Evidence: The site is an existing residence in the RS-8 zoning district. Extension of public utilities is not required for the proposed project. The completion of the living floor expansion will not alter the location of existing.

Finding 5

Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare or materially injurious to persons, property or improvements in the vicinity and zone district in which the property is located.

Evidence: The City of Seaside's Fire Department, Building Department and Public Works Department have reviewed the conceptual project proposal. The Fire Department, Building Department and Public Works Department had no comments regarding the proposed addition.

Evidence: The proposed project is located in the Single-Family Residential (RS-8 zone) and is compatible with the existing and planned future single-family residential land uses in the vicinity. The proposed addition is consistent with the Zoning Code with a Use Permit, and does not create significant noise or privacy impacts that may be

objectionable or detrimental to other permitted uses in the vicinity or adverse to the public interest, health, safety, convenience, or welfare of the City.

ATTACHMENTS

1. Attachment 1 - Resolution
 2. Exhibit A to Attachment 1: Project Plans
-

RESOLUTION NO. 22-XX

USE PERMIT APPLICATION NO. UP-22-05. MATHEW CHRISTIAN PALACIOS, APPLICANT AND MEGAN JONES, PROPERTY OWNER, ARE REQUESTING THE APPROVAL OF A USE PERMIT APPLICATION TO ALLOW FOR A REDUCTION IN PARKING REQUIREMENTS FOR A SINGLE FAMILY DWELLING LOCATED AT 1165 LUXTON STREET IN THE RS-8 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT (APN 012-853-025). THE PROJECT IS CATEGORICALLY EXEMPT CLASS 1, SECTION 15301(E)(1) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, Megan Jones, property owner, and Mathew Christian Palacios, applicant, have applied for a Use Permit for the purpose of allowing a reduction in parking requirements for a single-family dwelling.

WHEREAS, the proposed project requires approval by the Planning Commission, and it is the responsibility of the Planning Commission to consider and weigh the merits of the application and public input in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code; and

WHEREAS, the Planning Commission considered oral comments and written information concerning the proposed amendment at a duly noticed public hearing that the Planning Commission held on August 10, 2022; and

WHEREAS, the project is a Categorically Exempt from the California Environmental Quality Act pursuant to Class 1, Section 15301(a): Existing Facilities, meeting the following conditions:

Evidence: *The proposed project involves the interior remodel of an existing residential building for the expansions of the master bedroom, walk-in closet and bathroom.*

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission adopts the following findings for Use Permit Application No. UP-22-05:

- 1. The proposed use is allowed within the applicable zone and complies with all other applicable provisions of the Zoning Ordinance and Municipal Code.**

Evidence: *The proposed additions will comply with all standards of development associated with the RS-12 zoning district, including setbacks and height limits.*

- 2. The proposed use is consistent with the General Plan and any applicable specific plan.**

Evidence: *The Seaside General Plan Land Use Designation for the project site is Single Family-Low Density Residential. The living space additions are allowed in a single-family dwelling with design review approval. A reduction in parking reduction is subsequent to the granting of a Use*

Permit. The General Plan requires all new development to complement and enhance existing land uses, as set forth in the following Land Use and Urban Design Goals and Policies: The General Plan provides the following guidelines with respect to Streetscapes/View sheds and land use compatibility.

3. The design, location, size and operating characteristics of the proposed activity are compatible with the existing and planned future uses in the vicinity.

Evidence: *The project proposal is compatible with the overall design and scale of surrounding residential land uses. All modifications are internal to the dwelling and not in the public view.*

4. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and absence of physical constraints.

Evidence: *The site is an existing residence in the RS-12 zoning district. Extension of public utilities is not required for the proposed project. The completion of the exterior stairway will not alter the location of existing utilities or access to the roof deck from the ground level.*

5. Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone district in which the property is located.

Evidence: *The City of Seaside's Fire Department, Building Department and Public Works Department have reviewed the conceptual project proposal. The Fire Department, Building Department and Public Works Department had no comments regarding the proposed addition. .*

BE IT FURTHER RESOLVED, the Planning Commission hereby grants Use Permit Application No. UP-22-05 subject to the following terms and agreements:

Project Specific:

1. A 241 sq. ft. expansion of a master bedroom, walk-in closet and bathroom is being proposed. This expansion will increase the floor area to be required to provide two parking spaces, at least one covered. The number of inhabitants will remain the same, therefore applicant is requesting this Use Permit.

Building:

1. The applicant shall obtain and submit to the Building Official a Certificate of Compliance from the Monterey County Health Department.

Monterey County Health Department:

1. The project is required to comply with all applicable requirements of the County Health Department

Public Works

1. Applicant is responsible for protecting storm drain systems from potential wastes generated from cooking activities.

Fire Department

1. Compliance shall be maintained with all requirements of the Seaside Fire Department.

Standard:

1. Use Permit approval is subject to revocation procedures contained in S.M.C. Section 17.60.060 in the event any of the terms of this approval are violated or if the uses are conducted or carried out in a manner so as to adversely affect the health, welfare or safety of persons residing or working in the neighborhood.
2. The applicant agrees as a condition and in consideration of the approval of this discretionary permit that it will defend, indemnify and hold harmless the City of Seaside or its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul this approval. The applicant will reimburse the City for any court costs and attorney's fees, which the City may be required by a court to pay as a result of such action. City may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his obligations under this condition. The City shall promptly notify the applicant of any such claim, action, or proceeding, and the City shall cooperate fully in the defense thereof.
3. The project shall comply with the requirements and the applicable ordinances of the Monterey Peninsula Water Management District (MPWMD).
4. The permit shall have no force or effect unless and until accepted, and the terms thereof agreed to, in writing, by the applicant and property owner within 15 days from the date of its approval.
5. Project approval will become null and void if a building permit is not obtained within one (1) year from the date of approval to begin construction on the project.
6. For purposes of assuring compliance, the applicant, agents, representatives or their assignees agree not to deny or impede access to the subject property by City employees in the performance of their duties.
7. The storm water runoff created by the new construction (also including additions, driveways, and walkways, etc.) shall be contained on site through the use of rain gutters, detention basins, cisterns, drainage fields, dispersion trenches or comparable methods. The proposed design details and calculations shall be included on a dedicated sheet to be submitted with the building permit plans and shall be designed for 100-year storm event. Sample details are available at the Resources Management Services, located at City Hall, 440 Harcourt Avenue in Seaside (831) 899-6825. Maintenance of the storm water retention system shall be by the owner(s).

PASSED AND ADOPTED at the Regular Meeting of the Planning Commission of the City of Seaside, State of California, on the 10th day of August 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Will Silva, Chairperson

ATTEST:

Gabriela Gonzalez, Planning Commission Secretary

USE PERMIT APPLICATION NO. UP-22-05

This permit is hereby accepted upon the express terms and conditions hereof, and shall have no force or effect unless and until agreed to, in writing, by the applicant and property owner(s).

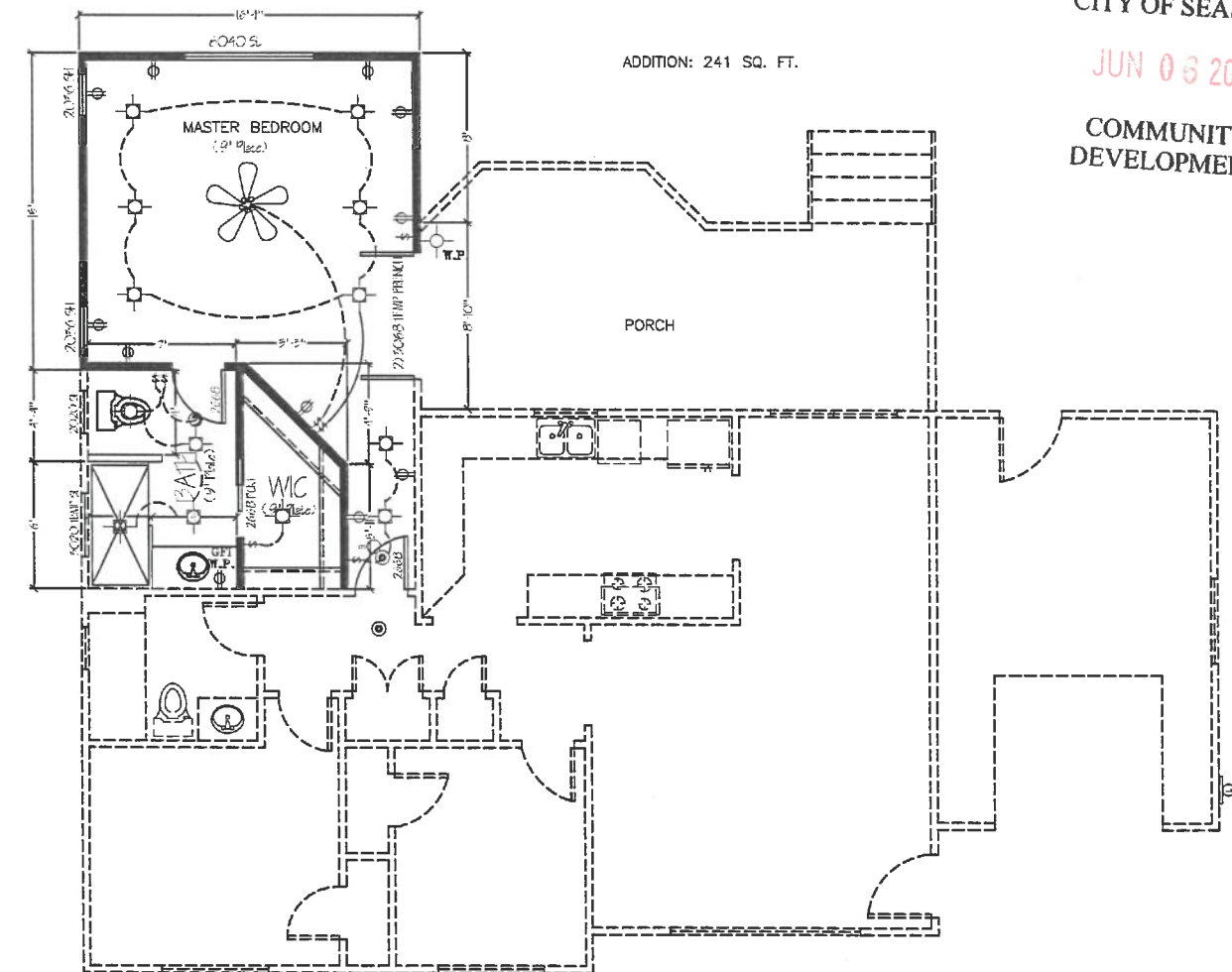
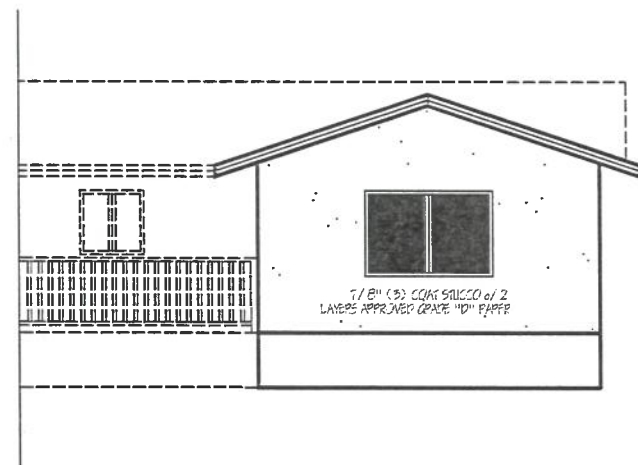
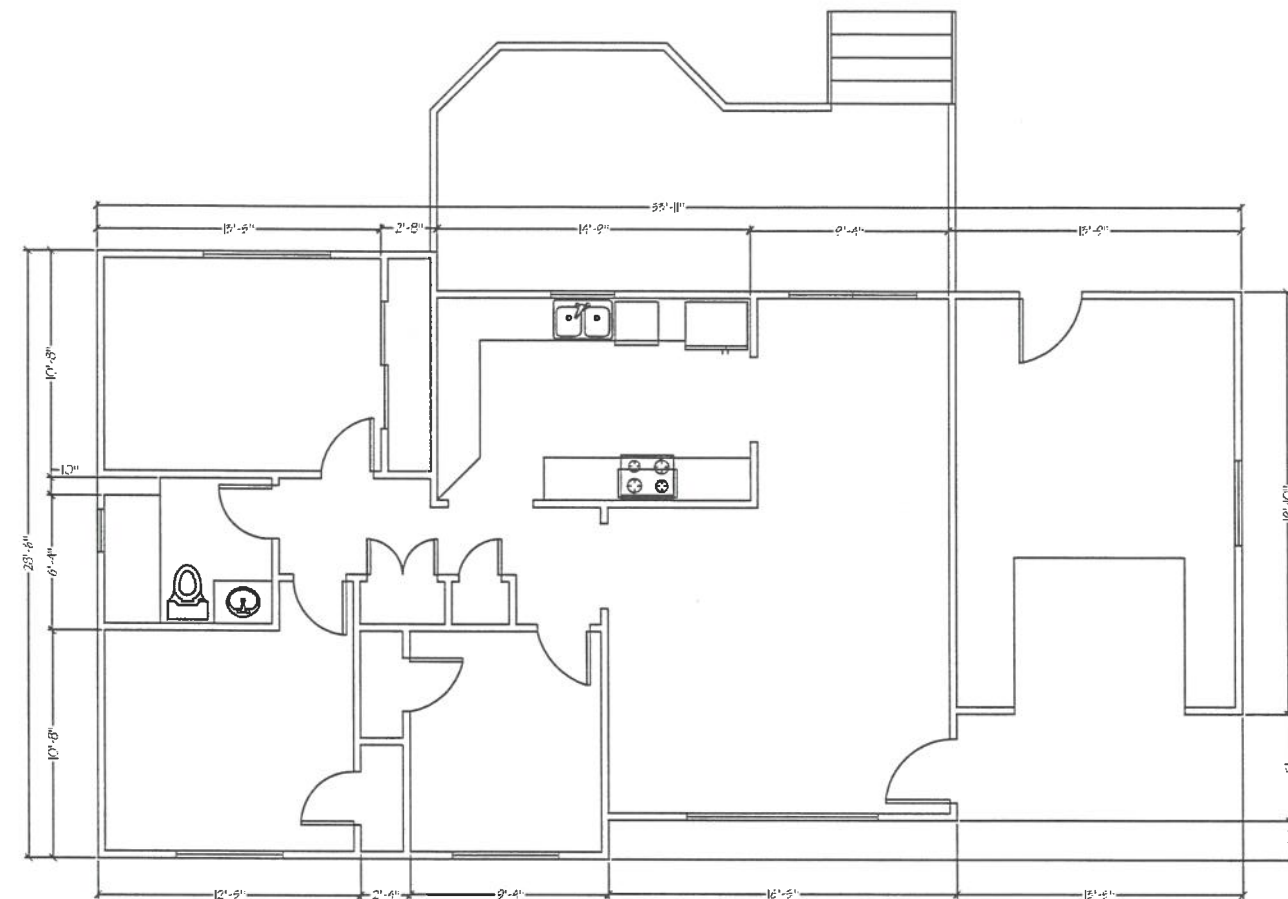
The undersigned hereby acknowledge the approved terms and conditions and agree to fully conform to, and comply with, said terms and conditions within the time frames approved by the City of Planning Commission.

Applicant's Signature

Date

Property Owner's Signature *(if different from above)*

Date



SYMBOL	DESCRIPTION
	CEILING FAN W/ LIGHT
	EXHAUST FAN
	6\"
	ELECTRICAL OUTLET
	SMOKE DETECTOR
	SWITCH
	THREE WAY
	GFI
	W.P.
	SWITCH NONVOLTAGE DETECTOR
	ELECTRICAL PANEL (over 200 amps)

RECEIVED BY
CITY OF SEASIDE
JUN 06 2022
COMMUNITY
DEVELOPMENT

JUN 06 2022

COMMUNITY
DEVELOPMENT

PROJECT TYPE: ADDITION	
SHEET: 2	NEXT:3 PAPER SIZE: ARCH D
PROJECT #: 197	

CLIENT: JONES RESIDENCE
LOCATION: 1165 LUXTON ST.
SEASIDE, CA

DATE : 8-9-2016
SCALE : 1/4"=1'-0"
LAST REVISION:

SUPER SKETCH DESIGNS
ARCHITECTURAL DESIGN
PO BOX 27 HOLLISTER, CA
HOLLISTER, CA 95023
(831)-207-9677
supersketchdesigns@yahoo.com

**SUPER SKETCH
DESIGNS**

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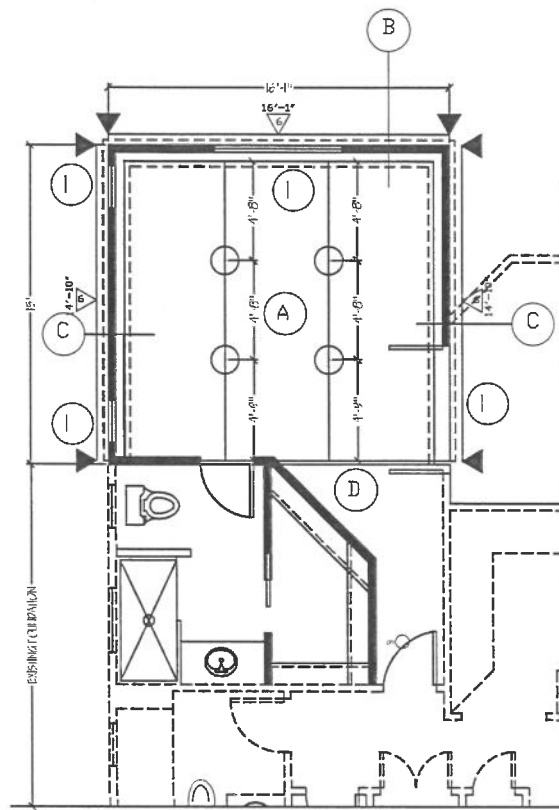
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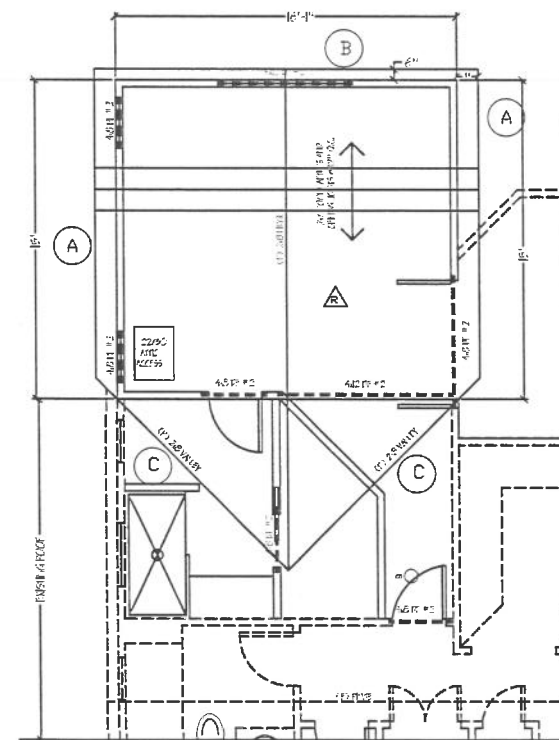
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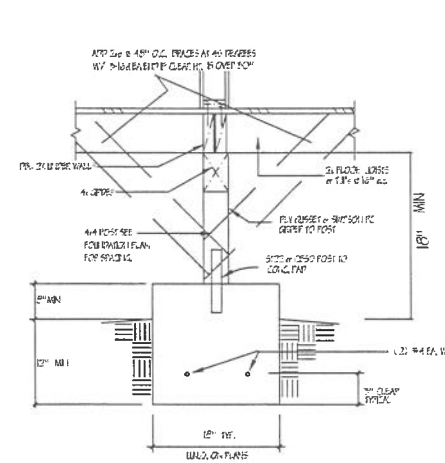
FOUNDATION

SCALE: 1/4" = 1'-0"

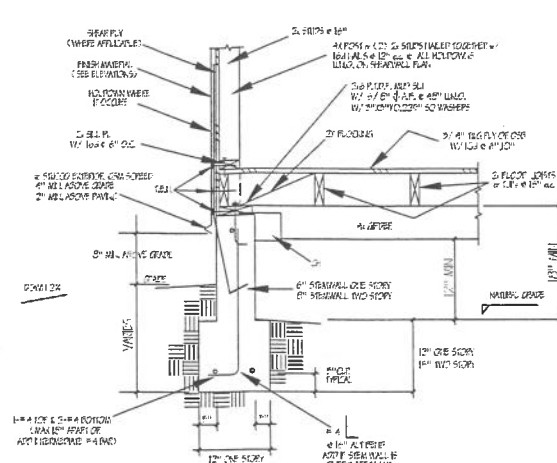


ROOF

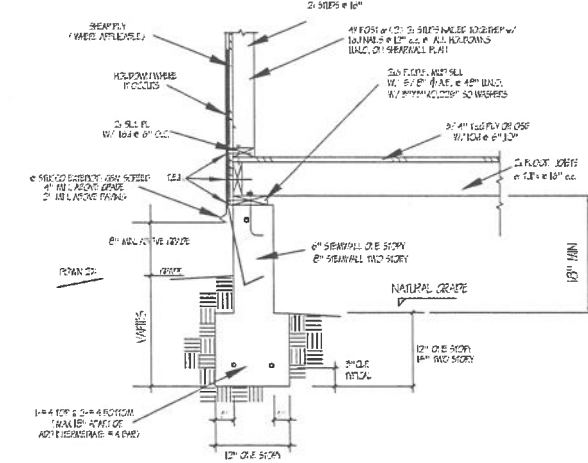
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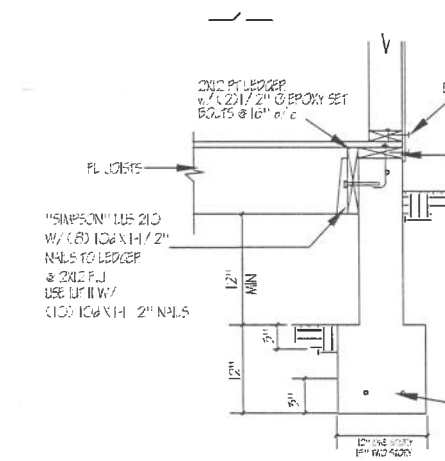
INTERIOR PIER



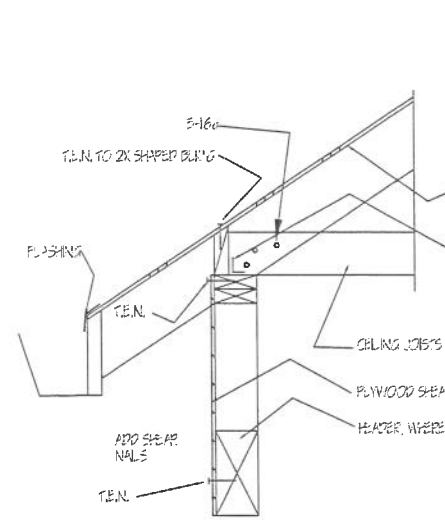
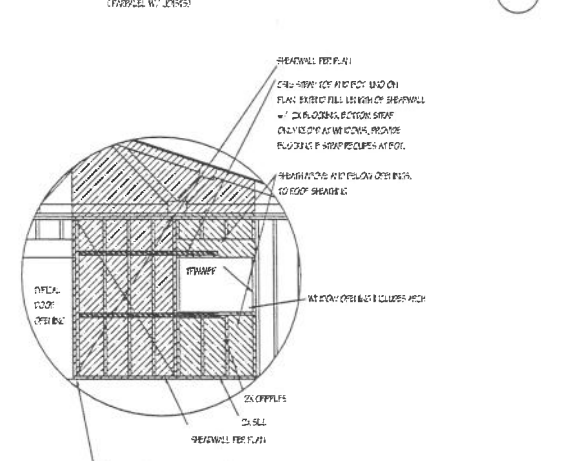
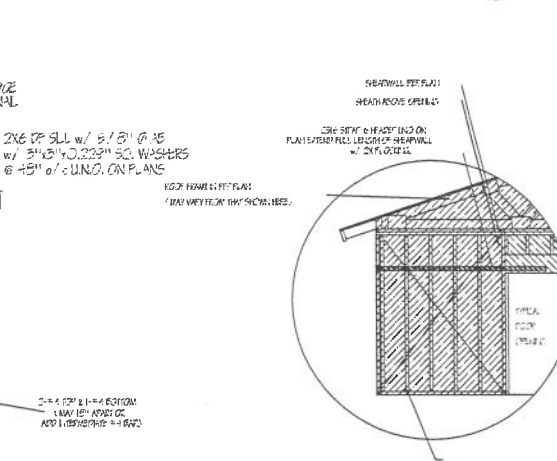
EXT FOOTING/HD



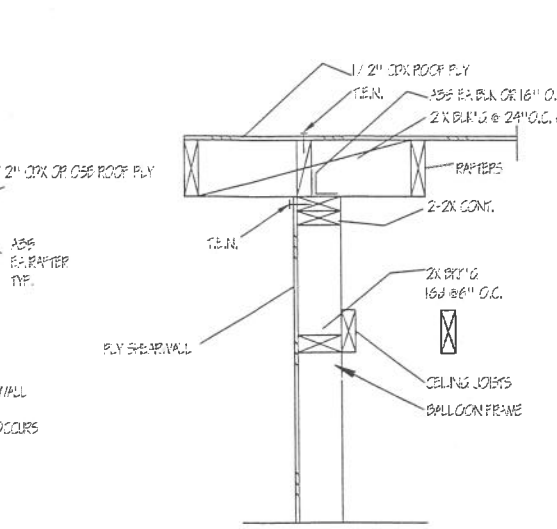
EXT FOOTING/HD



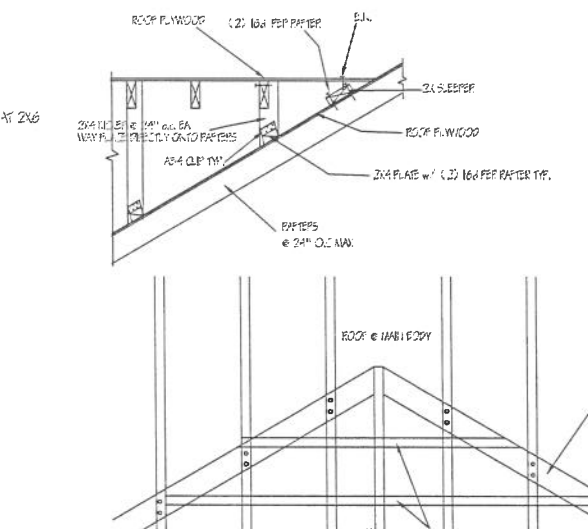
LEDGER FOOTING



ROOF EXT. SHEAR TRANSFER



GABLE END SHEARWALL



CA FRAMING & VALLEY FILL

SCALE: 1/4" = 1'-0"

CDX MAYBE SUBSTITUTED FOR OSB STRUCTURAL GRADE

ALL WALLS BESIDES OPENINGS TO BE COVERED IN 1/2" PLYWOOD LABELED IN CHART BELOW

SHEAR SHEATHING SCHEDULE CALIFORNIA BUILDING CODE 2013									
MARK	THICKNESS	NAIL SIZE	TYPICAL NAILING	FIELD NAILING	SILL NAILING	BOILING	PLATE ADD OR LTPA	PLATES BLOCKING EDGES	SHEAR PLYWOOD
A	1/2"	8d	6"	6"	12"	12"	15d NAILS AT 6"	2x	260
B	3/8"	8d	6"	6"	12"	12"	15d NAILS AT 6"	2x	260

NOTE: 1. OSB SHALL BE TYPE I OR TYPE II, EXPOSED TO WEATHER, AND SHALL BE MANUFACTURED BY A COMPANY THAT IS A MEMBER OF THE NATIONAL ASSOCIATION OF MANUFACTURERS OF STRUCTURAL COMPOSITE LAMINATE (NAM). 2. OSB SHALL BE MANUFACTURED IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARD FOR ORIENTED STRAND BOARD (ANSI Z39.7-2015). 3. OSB SHALL BE MANUFACTURED IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARD FOR ORIENTED STRAND BOARD (ANSI Z39.7-2015).

SUPER SKETCH DESIGNS
ARCHITECTURAL DESIGN
PO BOX 27 HOLLISTER, CA 95023
(831) 207-9677
supersketchdesigns@yahoo.com

DATE: 8-9-2016
SCALE: 1/4" = 1'-0"
LAST REVISION:

CLIENT: JONES RESIDENCE
LOCATION:
1165 LUXTON ST.
SEASIDE, CA

PROJECT TYPE: ADDITION
SHEET: 3
NEXT: N
PAPER SIZE: ARCH D
PROJECT #: 197

1. SITE PLAN
2. FLOOR PLAN/ ELEVATIONS
3. ROOF/ FOUNDATION
- N. NOTES

—z—



NOT TO SCALE

LOT AREA	6,380 sq. ft.
CR. ACITION	241 sq. ft.
IMPROVEMENTS	1,075 sq. ft.
TOTAL LOT AREA	13,200 sq. ft.

DESIGNER:
SUPER SKETCH DESIGN SERVICES
ALEX MILES
P.O. BOX 27
HOLBROOK, CA 95024
(531)-207-2677
super@sketchdesignservices.com

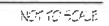
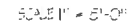
SCOPE OF WORK:
PROPOSED BATHROOM, BATHROOM VENTILATION, ETC.

SITE PLAN

2011-2012

 SUPER SKETCH DESIGNS "Broad vision. Careful thought. Hand-crafted design."	SUPER SKETCH DESIGNS ARCHITECTURAL DESIGN PO BOX 27 HOLLISTER, CA HOLLISTER, CA 95023 (831)-207-9677 supersketchdesigns@yahoo.com	DATE : 8-9-2016	CLIENT: JONES RESIDENCE		PROJECT TYPE: ADDITION	
		SCALE : 1/8"=1'-0"	LOCATION:		SHEET: 1	PAPER SIZE: ARCH D
		LAST REVISION:	1 165 LUXTON ST.		NEXT: 2	
			SEASIDE, CA		PROJECT #: 197	

1. SITE PLAN
2. FLOOR PLAN/ ELEVATIONS
3. ROOF / FOUNDATION
- N. NOTES



LOT AREA	6,080 sq. ft.
EST. ACRES	.241 ac. ±
ANN RESIDENCE	1,075 sq. ft.
TOTAL LOT AREA	1,320 sq. ft.

[illegible]

SCOPE OF WORK:
POSTGRADUATE ROOM - 647 ROOM NO. 1000A - 1000B

$$\frac{20}{20} = 1 = 20' - 0''$$

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ARCHITECTURAL DESIGN
PO BOX 27 HOLLISTER, CA
HOLLISTER, CA 95023
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**SUPER SKETCH
DESIGNS**





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 5.B.

TO: Planning Commission

BY: Beth Rocha, Senior Planner

DATE: August 10, 2022

SUBJECT: MINOR USE PERMIT NO. MUP-22-03: DANIELLE PATTERSON, HEAD OF SCHOOLS, APPLICANT, AND CHARTWELL SCHOOL, PROPERTY OWNER, REQUEST MINOR USE PERMIT APPROVAL FOR TWO NEW MODULAR BUILDINGS THAT WILL RESULT IN FOUR NEW CLASSROOMS ON THE EXISTING CHARTWELL CAMPUS. THE SCHOOL IS LOCATED AT 2511 NUMA WATSON ROAD IN THE PUBLIC-INSTITUTIONAL (PI) ZONING DISTRICT. THE PROJECT IS CATEGORICALLY EXEMPT FORM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT CLASS 14 SECTION 15314 MINOR ADDITIONS TO SCHOOLS.

PURPOSE & RECOMMENDATION

In accordance with Section 17.18.030.B (Table 2-7 – Allowed Land uses and Permit Requirements for Special Purpose Zones), a project for a private or specialized education facility is subject to the issuance of a Minor Use Permit.

BACKGROUND

A Minor Use Permit has been applied for, to allow the construction of two modular classroom buildings measuring 1,440 square feet on the Chartwell School campus at 2511 Numa Watson Road, located in the Public/Institutional (PI) Zoning District.

ENVIRONMENTAL REVIEW

This project is exempt from the California Environmental Quality Act pursuant to a Class 14 Section 15314 Minor Additions to Schools.

STAFF ANALYSIS

SMC section 17.62.070.F requires the following findings be made in order to grant a Minor Use Permit:

Finding 1

The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Ordinance and the Municipal Code.

Evidence: The proposed project is located within the Public/Institutional (PI) Zoning District in which an ancillary use to a private school is permitted with minor use permit approval.

Finding 2

The proposed use is consistent with the General Plan and any applicable specific plan.

Evidence: The proposed use is consistent with the underlying Public/Institutional (PI) land use designation as a private school.

Evidence: The proposed use is consistent with Policy LU-11.1 of the Seaside General Plan Land Use Element such that approval two temporary classroom buildings on the Chartwell School campus would provide for accommodation of existing and future school classes.

Finding 3

The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and planned future land uses in the vicinity.

Evidence: The location, size, and operating characteristics of the project would be compatible with the character of the site, and the land uses and development intended for the surrounding area by the Seaside General Plan.

Finding 4

The site is physically suitable for the type, density and intensity of use being proposed, including access, utilities, and the absence of physical constraints.

Evidence: The project site is served by existing water, wastewater, and electrical infrastructure and facilities with adequate capacity to serve the proposed project

Finding 5

Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare or materially injurious to persons, property or improvements in the vicinity and zone district in which the property is located.

Evidence: The granting of a Minor Use Permit would not create significant noise, traffic, or other conditions or situations that may be objectionable or detrimental to other permitted uses in the vicinity or adverse to the public interest, health, safety, or welfare of the City.

ATTACHMENTS

1. Attachment 1: Resolution
 2. Exhibit A to Attachment 1: Project Plans
-

RESOLUTION NO. 21-XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SEASIDE, STATE OF CALIFORNIA, APPROVING A MINOR USE PERMIT TO ALLOW THE CONSTRUCTION OF TWO 1,440 SQ. FT. MODULAR BUILDINGS THAT WILL RESULT IN FOUR NEW CLASSROOMS AT 2511 NUMA WATSON ROAD IN THE PUBLIC/INSTITUTIONAL (PI) ZONING DISTRICT.

WHEREAS, Chartwell School, Daniel Patterson, Head of Schools, applicant, and property owner, has applied for a Minor Use Permit to allow the construction of two 1,440 square foot modular buildings on the Chartwell School campus at 2511 Numa Watson Road, located in the Public/Institutional (PI) Zoning District; and

WHEREAS, the proposed project requires discretionary approval, and it is the responsibility of the Planning Commission to consider and weigh the merits of the application and public input in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code; and

WHEREAS, the Seaside Planning Commission considered oral comments and written information concerning the proposed amendment at a duly noticed public hearing held on August 10, 2022; and

WHEREAS, the project is exempt from the California Environmental Quality Act pursuant to a Class 14 Section 15314 Minor Additions to Schools.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission adopts the following findings for Minor Use Permit Application No. MUP-22-03:

- 1. The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Ordinance and the Municipal Code.**

Evidence: The proposed project is located within the Public/Institutional (PI) Zoning District in which an ancillary use to a private school is permitted with use permit approval.

- 2. The proposed use is consistent with the General Plan and any applicable specific plan**

Evidence: The proposed use is consistent with the underlying Public/Institutional (PI) land use designation as a private school.

Evidence: The proposed use is consistent with Policy LU-11.1 of the Seaside General Plan Land Use Element such that approval two temporary classroom buildings on the Chartwell School campus would provide for accommodation of existing and future school classes.

3. **The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and planned future land uses in the vicinity.**

Evidence: The location, size, and operating characteristics of the project would be compatible with the character of the site, and the land uses and development intended for the surrounding area by the Seaside General Plan.

4. **The site is physically suitable for the type, density and intensity of use being proposed, including access, utilities, and the absence of physical constraints.**

Evidence: The project site is served by existing water, wastewater, and electrical infrastructure and facilities with adequate capacity to serve the proposed project.

5. **Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone district in which the property is located.**

Evidence: The granting of a Minor Use Permit would not create significant noise, traffic, or other conditions or situations that may be objectionable or detrimental to other permitted uses in the vicinity or adverse to the public interest, health, safety, or welfare of the City.

BE IT FURTHER RESOLVED, that the Planning Commission approves Minor Use Permit Application No. MUP-22-03 subject to the following conditions:

Specific – Public Works:

1. Proposed project must implement storm water best management practices (BMPs) during construction.(SMC 8.46)
 - a. Complete and submit a Storm Water Compliance Tracking Form, with signature.
 - b. A project specific Erosion and Sediment Control Plan (ESCP) is required.
2. Post-development peak storm water runoff rates shall not exceed predevelopment rate. A pro rata share of the cost of offsite erosion sediment, and flood control improvements and/or for maintenance to the principal drainage way may be required by the city engineer to handle the increase peak runoff and/or sediment generated by the project.(SMC 15.32.170)
 - a. Applicant, to clearly show direction of storm water drainage from new or redeveloped impervious surfaces.
 - b. Drainage shall not be directed to adjacent properties.
 - c. Plans shall clearly denote, in table format, the pre-project impervious surface area, new impervious surface area created, replaced impervious surface area, and post-project impervious surface area.

Standard:

1. Minor Use Permit approval is subject to revocation procedures contained in S.M.C.S. 17.80.060 in the event any of the conditions of this approval are violated, this discretionary permit was granted on the basis of false or misleading information, written or oral, given willingly or negligently by the applicant or property owner, and/or there has been a discontinuance of the use, or purposed for which the permit was issued, for a period of 180 days or more.
2. This Minor Use Permit is subject to procedures and requirements of Chapter 17.64 (Permit Implementation, Time Limits, and Extensions), and those related to appeals and revocation in Article 6 (Zoning Ordinance Administration) of Title 17 of the Municipal.
3. The applicant agrees as a condition and in consideration of the approval of this discretionary permit that it will defend, indemnify and hold harmless the City of Seaside or its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul this approval. The applicant will reimburse the City for any court costs and attorney's fees, which the City may be required by a court to pay as a result of such action. City may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his obligations under this condition. The City shall promptly notify the applicant of any such claim, action, or proceeding, and the City shall cooperate fully in the defense thereof.
4. Any proposed future development shall comply with the requirements of the Fire, Health, Planning, Code Enforcement, Building and Public Works Departments.
5. The project shall comply with the requirements and the applicable ordinances of the Marina Coast Water District (MCWD) for the installation of new water and sewer infrastructure.
6. The permit shall have no force or effect unless and until accepted, and the terms thereof agreed to, in writing, by the applicant and property owner within fifteen (15) days from the date of its approval.
7. This Minor Use Permit shall expire and become void 12 months from the date of approval, or upon the expiration of another time limit established by the review authority, unless use has commenced within the required time limit or the Zoning Administrator has granted an extension of time. In accordance with Section 17.64.080.B.1.a of the Zoning Code, the applicant must file request for time extension at least 30 days prior to expiration date in order to receive consideration of time extension by the Commission.
8. For purposes of assuring compliance, the applicant, agents, representatives or their assignees agree not to deny or impede access to the subject property by City employees in the performance of their duties.

PASSED AND ADOPTED at the regular meeting of the Planning Commission of the City of Seaside, State of California, on the August 10, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

William Silva, Chairperson

ATTEST:

Gabriela Gonzales, Planning Commission Secretary

**MINOR USE PERMIT APPLICATION NO. MUP-22-03
RESOLUTION NO. 21-XX**

These permits are hereby accepted upon the express terms and conditions hereof, and shall have no force or effect unless and until agreed to, in writing, by the applicant and property owner(s).

The undersigned hereby acknowledge the approved terms and conditions and agree to fully conform to, and comply with, said terms and conditions within the time frames approved by the City of Seaside Planning Commission.

Applicant's Signature

Date

Property Owner's Signature

Date

GENERAL

1. CONSTRUCTION CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL(S) HARMLESS FROM ANY AND ALL LIABILITY, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL(S).
2. ALL WORK SHALL BE PERFORMED IN CONFORMANCE WITH:
- A. ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, ORDINANCES, AND RULES, INCLUDING WITHOUT LIMITATION:
CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATIVE CODE (CAL-OSHA)
CALIFORNIA CODE 4216 – PROTECTION OF UNDERGROUND INFRASTRUCTURE
- B. THE 2019 CALIFORNIA BUILDING STANDARDS CODE (CCR TITLE 24), WITH AMENDMENTS ADOPTED BY THE JURISDICTION HAVING AUTHORITY
- C. CALIFORNIA EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
- D. THE PROJECT PLANS AND SPECIFICATIONS
- E. THE 2015 EDITION OF "STANDARD SPECIFICATIONS," STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION (CALTRANS), AS AMENDED BY THE MOST CURRENT "REVISED STANDARD SPECIFICATIONS". THE "STANDARD SPECIFICATIONS" AND "REVISED STANDARD SPECIFICATIONS" CAN BE DOWNLOADED FOR FREE FROM http://www.dot.ca.gov/hq/esc/oe/construction_standards.html
- F. THE 2015 EDITION OF "STANDARD PLANS," STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION (CALTRANS), AS AMENDED BY THE MOST CURRENT "REVISED STANDARD PLANS". THE "STANDARD PLANS" AND "REVISED STANDARD PLANS" CAN BE DOWNLOADED FOR FREE FROM http://www.dot.ca.gov/hq/esc/oe/construction_standards.html
3. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL CURRENTLY APPLICABLE SAFETY LAWS OF ALL APPLICABLE JURISDICTIONAL BODIES. FOR INFORMATION REGARDING THIS PROVISION, THE CONTRACTOR IS DIRECTED TO CONTACT STATE OF CALIFORNIA, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH, SALINAS, CALIFORNIA AT PHONE (831) 443-3050.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES AND CONTROL OF TRAFFIC WITHIN THE CONSTRUCTION AREA.
5. INTENTION OF GRADING: INSTALLATION OF TWO MODULAR BUILDINGS AND CONSTRUCTION OF ADDITIONAL SITE WORK.
6. PROPERTY IS NOT SUBJECT TO INUNDATION OR 100 YEAR FLOOD LEVELS.
7. ESTIMATED START: TBD , ESTIMATED COMPLETION: TBD.
8. SEE ARCHITECTURAL/LANDSCAPE PLANS AND/OR THE PROJECT ARBORIST'S REPORT FOR TREE PROTECTION AND REMOVAL REQUIREMENTS.
9. IF, DURING THE COURSE OF CONSTRUCTION, CULTURAL, ARCHAEOLOGICAL, HISTORICAL OR PALEONTOLOGICAL RESOURCES ARE UNCOVERED AT THE SITE (SURFACE OR SUBSURFACE RESOURCES) WORK SHALL BE HALTED IMMEDIATELY WITHIN 50 METERS (165 FEET) OF THE FIND UNTIL A QUALIFIED PROFESSIONAL ARCHEOLOGIST CAN EVALUATE IT. MONTEREY COUNTY RMA – PLANNING AND A QUALIFIED ARCHAEOLOGIST (I.E. AN ARCHAEOLOGIST REGISTERED WITH THE REGISTER OF PROFESSIONAL ARCHAEOLOGISTS) SHALL BE IMMEDIATELY CONTACTED BY THE RESPONSIBLE INDIVIDUAL PRESENT ON-SITE. WHEN CONTACTED, THE PROJECT PLANNER AND THE ARCHAEOLOGIST SHALL IMMEDIATELY VISIT THE SITE TO DETERMINE THE EXTENT OF THE RESOURCES AND TO DEVELOP PROPER MITIGATION MEASURES REQUIRED FOR RECOVERY.

EXISTING CONDITIONS

1. ALL "MATCH" OR "JOIN" CALLOUTS ON THE PLANS SHALL BE FIELD VERIFIED FOR EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER IN THE CASE OF ANY FIELD DISCREPANCY.
2. THE CONSTRUCTION CONTRACTOR SHALL MAINTAIN A CURRENT, COMPLETE, AND ACCURATE RECORD OF ALL DEVIATIONS FROM THE WORK PROPOSED IN THESE PLANS AND SPECIFICATIONS, AND A RECORD DRAWING SET SHALL BE PREPARED AND PROVIDED TO THE ENGINEER AT THE COMPLETION OF WORK. CHANGES SHALL NOT BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DESIGN ENGINEER.
3. THE EXISTENCE, LOCATION AND ELEVATION OF ANY UNDERGROUND FACILITIES ARE SHOWN ON THESE PLANS IN A GENERAL WAY ONLY. NOT ALL UTILITIES MAY BE SHOWN. IT IS MANDATORY THAT THE CONTRACTOR EXPOSE AND VERIFY THE TOP AND BOTTOM OF ALL UTILITIES PRIOR TO ANY WORK ON SYSTEMS WHICH MAY BE AFFECTED BY THE EXISTING UTILITY'S LOCATION. IT IS THE RESPONSIBILITY AND DUTY OF THE CONTRACTOR TO MAKE THE FINAL DETERMINATION AS TO THE EXISTENCE, LOCATION AND ELEVATION OF ALL UTILITIES AND TO BRING ANY DISCREPANCY TO THE ATTENTION OF THE ARCHITECT.

STORM WATER DATA

ESTIMATED AREA OF DISTURBANCE: 0.15 AC
NEW IMPERVIOUS AREA: 4,600 SF

STATE WATER RESOURCES CONTROL BOARD RESOLUTION NO. R3-2013-0032 "POST CONSTRUCTION STORMWATER MANAGEMENT REQUIREMENTS FOR DEVELOPMENT PROJECTS IN THE CENTRAL COAST REGION" PERFORMANCE REQUIREMENT 1 APPLIES.

GRADING AND DRAINAGE

1. SITE GRADING AND EARTHWORK SHALL BE PERFORMED IN CONFORMANCE WITH THE PROJECT GEOTECHNICAL REPORT ENTITLED:
GEOTECHNICAL INVESTIGATION FOR PROPOSED MODULAR BUILDING APN 031-151-022 CHARTWELL SCHOOL 2511 NUMA WATSON ROAD SEASIDE, CALIFORNIA.
BY HARO, KASUNICH AND ASSOCIATES, DATED JANUARY 2020, PROJECT NO. SC11714
2. ONSITE GRADING AND EARTHWORK, SITE PREPARATION, EXCAVATION, TRENCHING AND COMPACTION SHALL BE OBSERVED AND TESTED BY THE GEOTECHNICAL ENGINEER DESIGNATED BY THE OWNER. ALL GRADING AND EARTHWORK SHALL BE DONE TO THE SATISFACTION OF THE GEOTECHNICAL ENGINEER.
3. SPECIAL INSPECTIONS BY A SPECIAL INSPECTOR, ARE REQUIRED DURING FILL PLACEMENT AND THAT PROPER MATERIALS AND PROCEDURES ARE USED IN ACCORDANCE WITH THE PROVISIONS OF THE APPROVED GEOTECHNICAL REPORT.
4. SHOULD THE RESULTS OF ANY COMPACTION TEST FAIL TO MEET THE MINIMUM REQUIRED DENSITY AS SPECIFIED ON THESE PLANS OR IN THE GEOTECHNICAL REPORT, THE DEFICIENCY SHALL BE CORRECTED TO THE SATISFACTION OF THE GEOTECHNICAL ENGINEER AT THE CONTRACTOR'S EXPENSE. THE EXPENSE OF RETESTING SUCH AREAS SHALL ALSO BE BORNE BY THE CONTRACTOR, AT NO COST TO THE OWNER.
5. NOTIFY THE GEOTECHNICAL ENGINEER AT LEAST FOUR (4) WORKING DAYS PRIOR TO ANY GRADING OR FOUNDATION EXCAVATION.
6. ALL SOILS UTILIZED FOR FILL PURPOSES SHALL BE APPROVED BY THE SOILS ENGINEER BEFORE COMMENCEMENT OF GRADING OPERATIONS. IMPORTED SOILS SHALL BE APPROVED BY THE SOILS ENGINEER BEFORE BEING BROUGHT TO THE SITE.
7. EXCAVATION FOR ANY PURPOSE SHALL NOT REMOVE LATERAL SUPPORT FROM ANY FOUNDATION WITHOUT FIRST UNDERPINNING OR PROTECTING THE FOUNDATION AGAINST SETTLEMENT OR LATERAL TRANSLATION. THE EXCAVATION OUTSIDE THE FOUNDATION SHALL BE BACKFILLED WITH SOIL THAT IS FREE OF ORGANIC MATERIAL, CONSTRUCTION DEBRIS, COBBLES AND BOULDERS OR WITH A CONTROLLED LOW-STRENGTH MATERIAL (CLSM). THE BACKFILL SHALL BE PLACED IN LIFTS AND COMPACTED IN A MANNER THAT DOES NOT DAMAGE THE FOUNDATION OR THE WATERPROOFING OR DAMPROOFING MATERIAL. EXCEPTION: CLSM NEED NOT BE COMPACTED (REF. 2013 CBC 1804.1-1804.2)
8. IMPERVIOUS SURFACES ADJACENT TO STRUCTURES SHALL SLOPE A MINIMUM OF 2% AWAY FROM THE STRUCTURE FOR A MINIMUM DISTANCE OF 10 FEET, UNLESS OTHERWISE SHOWN. LANDSCAPE AREAS ADJACENT TO STRUCTURES SHALL SLOPE A MINIMUM OF 5% AWAY FROM THE STRUCTURE FOR A MINIMUM DISTANCE OF 10 FEET, UNLESS OTHERWISE SHOWN. (REF. 2013 CBC 1804.3)
9. RELATIVE COMPACTION SHALL BE EXPRESSED AS A PERCENTAGE OF THE MAXIMUM DRY DENSITY OF THE MATERIAL AS DETERMINED BY ASTM TEST D-1557. IN-PLACE DENSITY TESTS SHALL BE CONDUCTED IN ACCORDANCE WITH ASTM TESTS D-1556 AND D-6938.
10. GROUND SURFACE SHALL BE PREPARED TO RECEIVE FILL BY REMOVING STRUCTURES, OBSTRUCTIONS, TREES SHOWN TO BE REMOVED, VEGETATION, ORGANIC-LADEN TOPSOIL, LARGE ROOTS, DEBRIS, AND OTHER DELETERIOUS MATERIALS. BURIED SUBSURFACE OBJECTS ENCOUNTERED, OR VOIDS CREATED DURING SITE PREPARATION SHALL BE CALLED TO THE ATTENTION OF THE GEOTECHNICAL ENGINEER.
11. SURPLUS EXCAVATED MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE SITE IN A LEGAL MANNER.
12. SUBGRADE PREPARATION AND ENGINEERED FILL THAT SUPPORTS FOOTINGS, SLABS, PAVEMENTS, AND FLATWORK SHALL EXTEND AT LEAST 1 FOOT BEYOND THE LIMITS OF PROPOSED IMPROVEMENTS.
13. FOOTINGS LOCATED ADJACENT TO OTHER FOOTINGS OR RETAINING WALLS SHALL HAVE THEIR BEARING SURFACES FOUNDED BELOW A 2:1 (H:V) LINE PROJECTED UPWARD FROM THE BOTTOM EDGE OF THE ADJACENT FOOTING, WALL, OR UTILITY TRENCH.
14. FOLLOWING CLEARING AND STRIPPING, EXPOSED SUBGRADES IN AREAS TO RECEIVE ENGINEERED FILL, STRUCTURES, PAVEMENTS, CONCRETE SLABS, OR OTHER IMPROVEMENTS SHALL BE SCARIFIED TO A DEPTH OF 8 INCHES, MOISTURE CONDITIONED, AND UNIFORMLY COMPACTED TO AT LEAST 90% RELATIVE COMPACTION.
15. THE GEOTECHNICAL ENGINEER SHALL INSPECT ALL SURFACES TO RECEIVE FILL PRIOR TO THE PLACEMENT OF ANY FILL.
16. ENGINEERED FILL SHALL BE PLACED IN LIFTS NOT EXCEEDING 8 INCHES IN LOOSE THICKNESS, MOISTURE CONDITIONED, AND COMPACTED TO A MINIMUM OF 90% RELATIVE COMPACTION.
17. CUT/FILL SLOPES SHALL BE NO STEEPER THAN TWO HORIZONTAL TO ONE VERTICAL (2H:1V) UNLESS OTHERWISE APPROVED AT THE TIME OF GRADING BY THE GEOTECHNICAL ENGINEER.
18. WHERE EXISTING GRADE IS AT A SLOPE OF 5H:1V (20%) OR STEEPER AND THE DEPTH OF THE FILL EXCEEDS 5 FEET, BENCHING SHALL BE PROVIDED. A TOE KEY SHALL BE CUT A MINIMUM DEPTH OF 2 FEET INTO UNDISTURBED SOILS TO THE INSIDE OF THE FILL'S TOE. THIS KEY SHALL BE A MINIMUM OF 10 FEET WIDE AND SLOPE AT NO LESS THAN 5% INTO THE SLOPE. AS THE FILL ADVANCES UP-SLOPE, BENCHES AT LEAST 3 FEET WIDE, OR TWICE THE WIDTH OF THE COMPACTION EQUIPMENT, WHICHEVER IS WIDER, SHALL BE SCARIFIED INTO THE FILL/UNDISTURBED SOIL INTERFACE.
19. ENGINEERED FILL IN BUILDING AREAS, STRUCTURAL BACKFILL, AND THE UPPER 6" BELOW FLATWORK AND PAVEMENT SHALL BE COMPACTED TO A MINIMUM OF 95% OF ITS MAXIMUM DRY DENSITY.
20. ALL RE-COMPACTED AND ENGINEERED FILL SOILS SHALL BE COMPACTED WITHIN 2 PERCENT OF THE LABORATORY OPTIMUM MOISTURE CONTENT FOR THE SOIL.
21. ON-SITE NON-ORGANIC SOIL IS GENERALLY ACCEPTABLE FOR USE AS ENGINEERED FILL. NATIVE SOIL USED AS ENGINEERED FILL SHALL MEET THE FOLLOWING REQUIREMENTS:
- SOIL SHALL BE FREE OF ORGANICS, DEBRIS, AND OTHER DELETRIOUS MATERIALS.
 - ROCK OVER 6 INCHES IN ITS MAXIMUM DIMENSION MAY NOT BE USED IN AN ENGINEERED FILL.
21. IMPORTED SOIL USED AS GENERAL ENGINEERED FILL SHALL MEET THE FOLLOWING REQUIREMENTS:
- SOIL SHALL BE FREE OF ORGANIC AND DELETERIOUS MATERIALS, OR RECYCLED MATERIALS SUCH AS ASPHALTIC CONCRETE, CONCRETE, BRICK, ETC.
 - SOIL SHALL NOT CONTAIN ANY ROCKS OR CLOUDS OVER 4 INCHES IN MAXIMUM DIMENSION, AND SHALL NOT CONTAIN OVER 15 PERCENT BY WEIGHT ROCKS LARGER THAN 2 INCHES
 - SOIL SHALL BE GRANULAR, HAVING A PLASTICITY INDEX OF LESS THAN 15, AND NOT MORE THAN 20 PERCENT BY WEIGHT PASSING THE #200 SEIVE
 - SOIL SHALL HAVE SUFFICIENT BINDER TO ALLOW EXCAVATIONS TO STAND WITHOUT CAVING
 - THE PORTION FINER THAN THE NO. 200 SIEVE SHALL NOT CONTAIN ANY EXPANSIVE CLAYS.
22. IN THE EVENT THAT ANY UNUSUAL CONDITIONS ARE ENCOUNTERED DURING GRADING OPERATIONS WHICH ARE NOT COVERED BY THE SOIL INVESTIGATION OR SPECIFICATIONS, THE SOILS ENGINEER SHALL BE IMMEDIATELY NOTIFIED SUCH THAT ADDITIONAL RECOMMENDATIONS MAY BE MADE.
23. A LETTER SHALL BE SUBMITTED FROM A LICENSED SURVEYOR CERTIFYING THAT PAD ELEVATIONS ARE WITHIN 0.1 FEET OF ELEVATIONS STATED ON APPROVED PLANS, PRIOR TO DIGGING ANY FOOTINGS OR SCHEDULING ANY INSPECTIONS.
24. A "FINAL SOILS LETTER" FROM THE GEOTECHNICAL ENGINEER STATING THAT ALL EARTHWORK COMPLETED WAS IN ACCORDANCE WITH THE RECOMMENDATIONS STATED IN THE GEOTECHNICAL REPORT SHALL BE SUBMITTED PRIOR TO FINAL INSPECTION.
25. EXPORT SOIL SHALL BE TRANSPORTED TO A LEGAL DUMP OR TO A PERMITTED SITE APPROVED BY THE COUNTY. CONTRACTOR SHALL NOTIFY GRADING OFFICIAL OF PROPOSED HAUL ROUTE.

LEGEND

	100	GROUND CONTOUR
	△100	CONTROL POINT
	BM	BENCHMARK
	+ 928.30	SPOT GRADE
	● 12" OAK	TREE
		STUMP OR SNAG (DEAD)
		TREE DRIP LINE
	E	UNDERGROUND ELECTRIC LINE
	G	GAS LINE
	GV IGV	GAS VALVE, IRRIGATION CONTROL VALVE
	SD	STORM DRAIN LINE
	SDMH RIM: 00.00 INV: 00.00	STORM DRAIN MANHOLE
		STORM DRAIN INLET
	DS	DOWNSPOUT
	SS	SANITARY SEWER LINE (GRAVITY)
	SSMH RIM: 00.00 INV: 00.00	SANITARY SEWER MANHOLE
	SSCO	CLEANOUT
	T	UNDERGROUND TELEPHONE LINE
	W	WATER LINE
	WV	WATER VALVE
	FH	FIRE HYDRANT
	HB	HOSE BIB
		UTILITY VAULT

ABBREVIATIONS

±	PLUS OR MINUS; APPROX
AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AD	AREA DRAIN
APPROX	APPROXIMATE
ASB	AGGREGATE SUBBASE
BS	BOTTOM OF STAIR
CATV	CABLE TV
CO	CLEANOUT
CONC	CONCRETE
DEMO	DEMOLISH AND DISPOSE OF
DI	DRAIN INLET
DIA	DIAMETER
DS	DOWNSPOUT
(E)	EXISTING
EG	EXISTING GRADE
ELEC	ELECTRIC
ELEV	ELEVATION
EQ.	EQUAL
EX	EXISTING
FF	FINISHED FLOOR
FG	FINISHED GRADE
FL	FLOWLINE
FR	FIRE RISER
FS	FINISHED SURFACE
GB	GRADE BREAK
GM	GAS METER
GR	GRATE
GV	GAS VALVE/VAULT
HP	HIGH POINT
HORIZ.	HORIZONTAL
INV	INVERT
JP	JOINT UTILITY POLE
LF	LINEAR FEET
LP	LOW POINT
LT	LEFT
LT	WATCH EXISTING GRADE
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
ON CENTER	ON CENTER
OG	ORIGINAL GROUND
PA	PLANTER AREA
PVC	POLYVINYL CHLORIDE
R	RADIUS
R.C.	RELATIVE COMPACTION
RCP	REINFORCED CONC PIPE
RWL	RAIN WATER LEADER
SD	STORM DRAIN
SS	SANITARY SEWER
TG	TOP OF GRATE
TS	TOP OF STAIR
TW	TOP OF WALL
TYP	TYPICAL
UC	UNDERGROUND
UNKN	UNKNOWN
VAR	VARIES
V.I.F.	VERIFY IN FIELD
W	WATER
WM	WATER METER
WV	WATER VALVE

SITE ADDRESS & APN

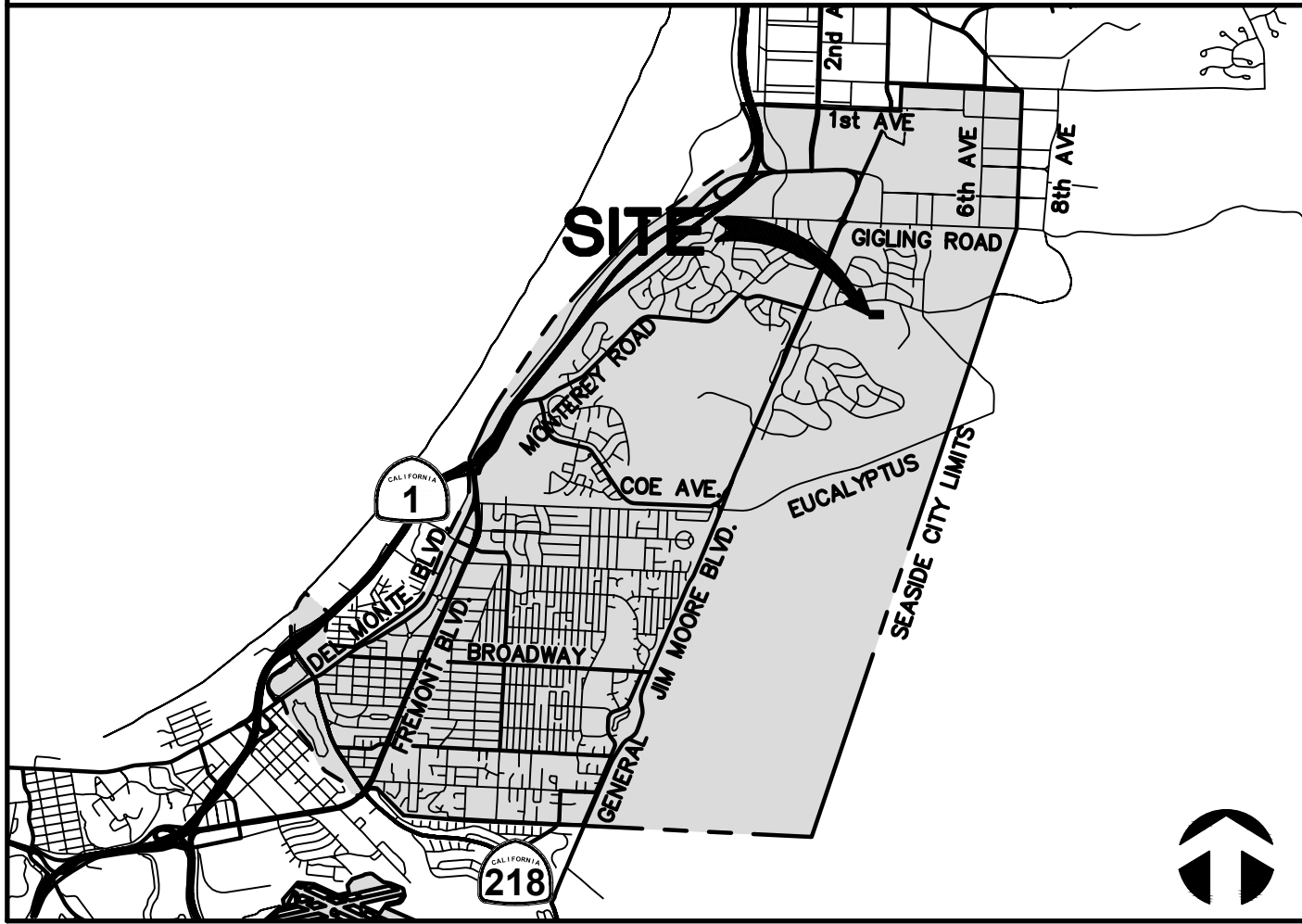
2511 NUMA WATSON RD
SEASIDE, CA 93955

APN: 311-510-220

CIVIL ENGINEER

WHITSON ENGINEERS
6 HARRIS COURT
MONTEREY, CA 93940

TEL. (831) 649-5225



VICINITY MAP

SCALE: 1" = 5000'

CIVIL SHEET INDEX

C0.1	CIVIL COVER SHEET
C0.2	CIVIL SPECIFICATIONS AND DETAILS
C1.1	SITE GRADING, DRAINAGE, AND UTILITY PLAN
C2.1	EROSION AND SEDIMENT CONTROL PLAN

Civil Engineering
Land Surveying
4 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

REGISTERED PROFESSIONAL ENGINEER
P. MONTEREY
No. 67730
DATE 1/1/2022
CIVIL ENGINEER

SUBMITTAL / REVISION

NO.	DATE	DESCRIPTION
1	6/17/2022	APH

CHARTWELL LMS ADDITION 2022

CIVIL COVER SHEET

Seaside, California

APN: 311-510-220

SCALE: NTS

DRAWN: APH

JOB No.: 4128.01

SHEET

C0.1
OF 4

REMOVAL OF PAVEMENTS AND STRUCTURES

SAWCUTTING SHALL BE DONE SO AS TO PROVIDE A STRAIGHT, NEAT EDGE. WHERE CONSTRUCTION OPERATIONS CAUSE DAMAGE BEYOND THE LIMITS OF THE SAWCUT LINE, THE DAMAGED AREA SHALL ALSO BE REMOVED AND REPLACED TO A SAWCUT EDGE.

ASPHALT CONCRETE PAVEMENT SHALL BE SAWCUT AT THE LOCATIONS INDICATED BY THE ENGINEER AND AS SHOWN ON THE PLANS. SAWCUT LINES SHALL BE PARALLEL OR PERPENDICULAR TO THE ADJACENT CURB LINE WHERE POSSIBLE. SAWCUT SHALL BE TO A MINIMUM DEPTH OF 2 INCHES.

SIDEWALK SHALL BE SAWCUT AT THE LOCATIONS INDICATED BY THE ENGINEER AND AS SHOWN ON THE PLANS. SAWCUT LINES SHALL COINCIDE WITH EXISTING SCORE MARKS OR JOINTS. SAWCUT SHALL BE TO A MINIMUM DEPTH OF 6 INCHES, OR TO FULL DEPTH, WHICHEVER IS LESS.

PIPES 4" AND LARGER, VAULTS, RISERS, BOXES, INLETS, ETC., WHICH ARE NOT TO BE RETAINED IN SERVICE SHALL BE COMPLETELY REMOVED FROM WITHIN THE WORK AREA. PIPES SMALLER THAN 4" MAY ABANDONED IN PLACE BY CAPPING BOTH ENDS OF THE PIPE, UNLESS OTHERWISE NOTED

AGGREGATE BASE SHALL BE CLASS 2 CONFORMING TO THE PROVISIONS IN SECTION 26, "AGGREGATE BASES," OF THE STANDARD SPECIFICATIONS. AGGREGATE BASE SHALL BE COMPACTED TO AT LEAST 95% R.C.

EXPANSION JOINT DOWEL BARS

DOWEL BARS SHALL BE FREE FROM BURRS OR OTHER DEFORMATIONS DETRIMENTAL TO FREE MOVEMENT OF THE BARS IN THE CONCRETE. DOWEL BARS SHALL BE LUBRICATED WITH A BOND BREAKER OVER THE ENTIRE BAR, AND SHALL HAVE AN EXPANSION CAP PLACED OVER ONE END.

REINFORCEMENT SHALL CONFORM WITH THE PROVISIONS IN SECTION 52, "REINFORCEMENT", OF THE STANDARD SPECIFICATIONS AND THESE SPECIAL PROVISIONS, AND SHALL BE PLACED AS SHOWN ON THE PLANS, AND AS DIRECTED BY THE ENGINEER

ACCESSIBLE PATHS OF TRAVEL – GENERAL:

THE CROSS-SLOPE WITHIN ACCESSIBLE PATHS OF TRAVEL SHALL NOT EXCEED 2%.

THE LONGITUDINAL SLOPE OF ACCESSIBLE PATHS OF TRAVEL, EXCEPTING RAMPS AND CURB RAMPS, SHALL NOT EXCEED 4.99%. THE LONGITUDINAL SLOPE OF RAMPS AND CURB RAMPS SHALL NOT EXCEED 8.33%.

WALKS AND SIDEWALKS SHALL BE A MINIMUM OF 48" IN WIDTH, AND HAVE CONTINUOUS COMMON SURFACE, NOT INTERRUPTED BY STEPS OR BY ABRUPT CHANGES IN LEVEL EXCEEDING $\frac{1}{4}$ ". CHANGES IN LEVEL $\frac{1}{4}$ " MIN - $\frac{1}{2}$ " MAX SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 1:2. CHANGES GREATER THAN $\frac{1}{2}$ " SHALL BE RAMPED.

LANDINGS – GENERAL:

THE SLOPE MEASURED IN ANY DIRECTION WITHIN REQUIRED LANDING AREAS SHALL NOT EXCEED 2%. LANDING AREAS OCCUR AT DOORS AND GATES, AT CHANGES IN DIRECTION OF THE PATH OF TRAVEL OF 30 DEGREES OR MORE, AND AT CERTAIN INTERVALS WITHIN THE PATH OF TRAVEL.

DOORS AND GATES:

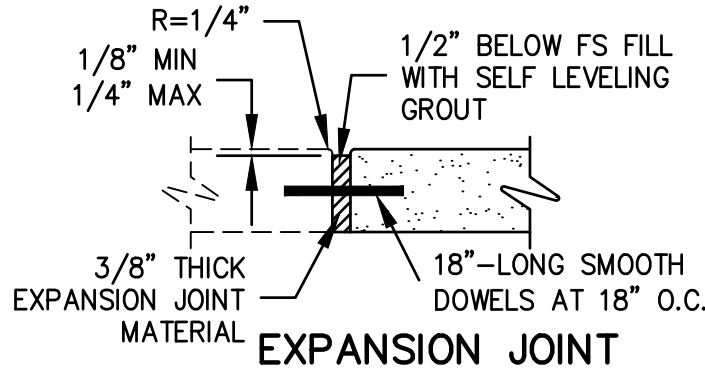
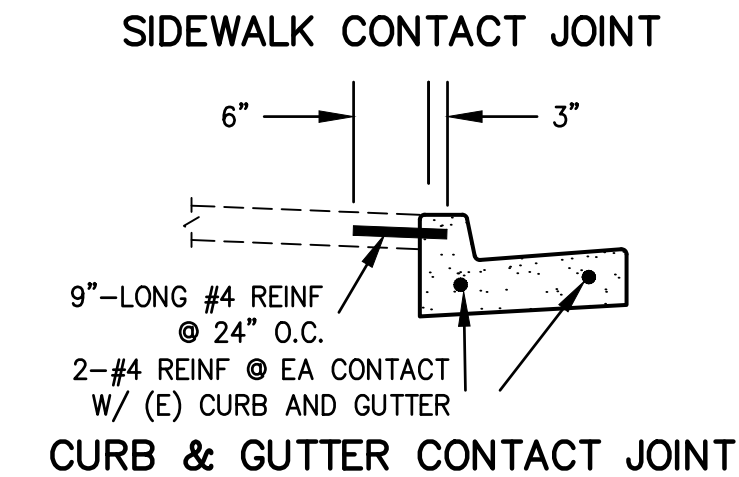
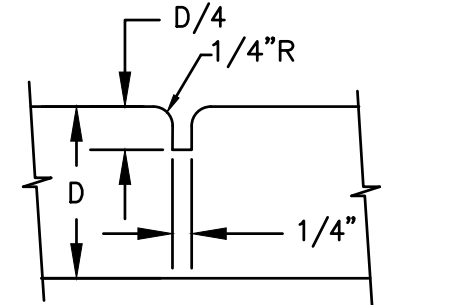
WALKS SHALL BE PROVIDED WITH A LEVEL AREA NOT LESS THAN 60" BY 60" AT A DOOR OR GATE THAT SWINGS TOWARD THE WALK AND NOT LESS THAN 48" WIDE BY 44" DEEP AT A DOOR OR GATE THAT SWINGS AWAY FROM THE WALK. [§1126A.3.2.1 & FIG. 11A-8A(q) CBC]

WALKS SHALL EXTEND A MINIMUM OF 24" TO THE SIDE OF THE STRIKE EDGE OF A DOOR OR GATE THAT SWINGS TOWARD THE WALK. [§1126A.3.2.1 & FIG. 11A-8A(a) CBC]

THERE SHALL BE A LEVEL AND CLEAR FLOOR OR LANDING ON EACH SIDE OF A DOOR. THE LEVEL AREA SHALL HAVE A LENGTH IN THE DIRECTION OF DOOR SWING OF AT LEAST 60" AND THE LENGTH OPPOSITE THE DIRECTION OF DOOR SWING OF 48" AS MEASURED AT RIGHT ANGLES TO THE PLANE OF THE DOOR IN THE CLOSED POSITION. [§1126A.3.2.1 & FIG. 11A-8A(a) CBC]

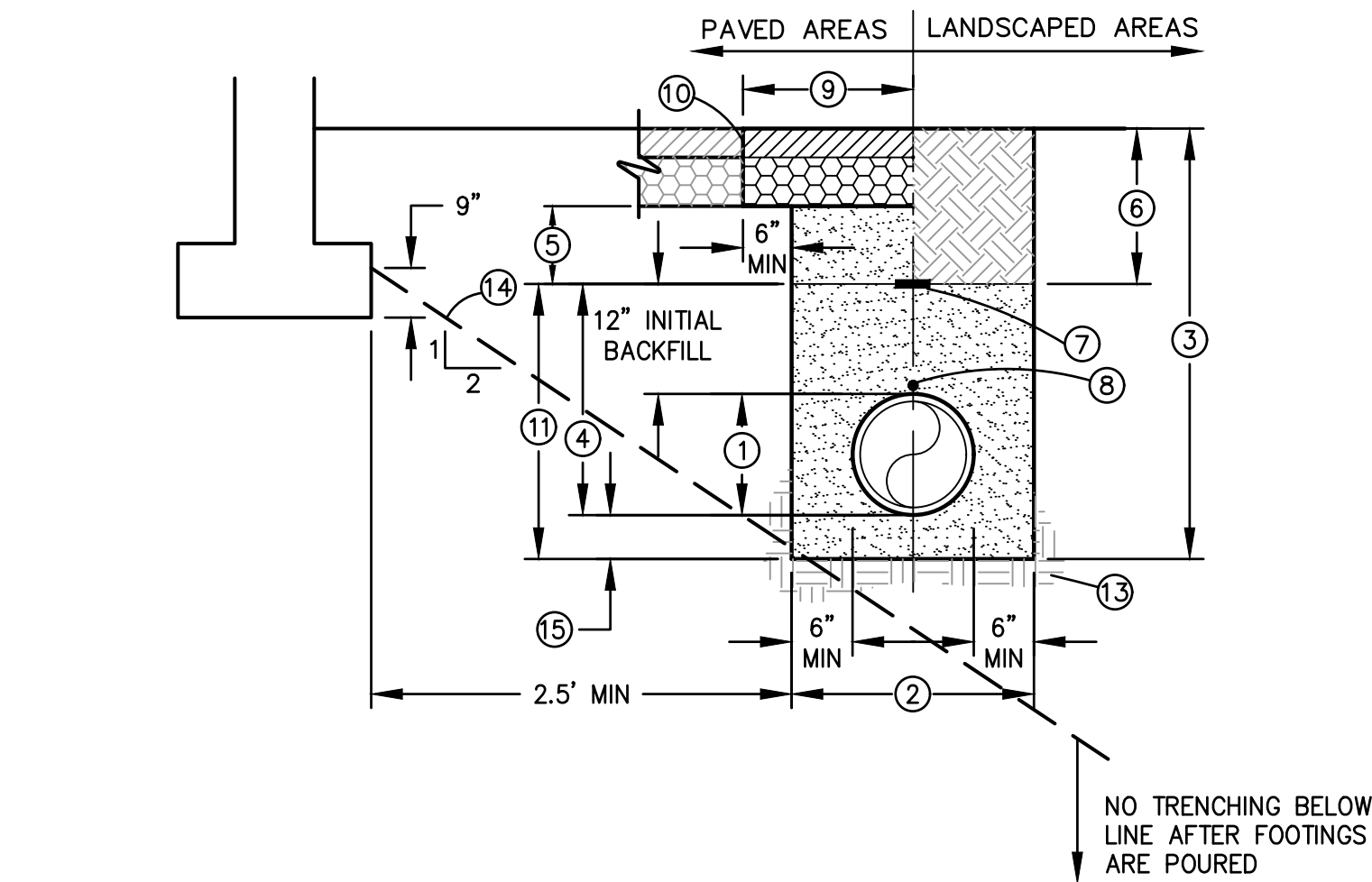
THE WIDTH OF THE LEVEL AREA ON THE SIDE TO WHICH THE DOOR SWINGS SHALL EXTEND A MINIMUM OF 24" PAST THE STRIKE EDGE OF THE DOOR FOR EXTERIOR DOORS AND A MINIMUM OF 18" PAST THE STRIKE EDGE FOR INTERIOR DOORS.

THE FLOOR OR LANDING SHALL BE NOT MORE THAN 1/2" LOWER THAN THE THRESHOLD OF THE DOORWAY.



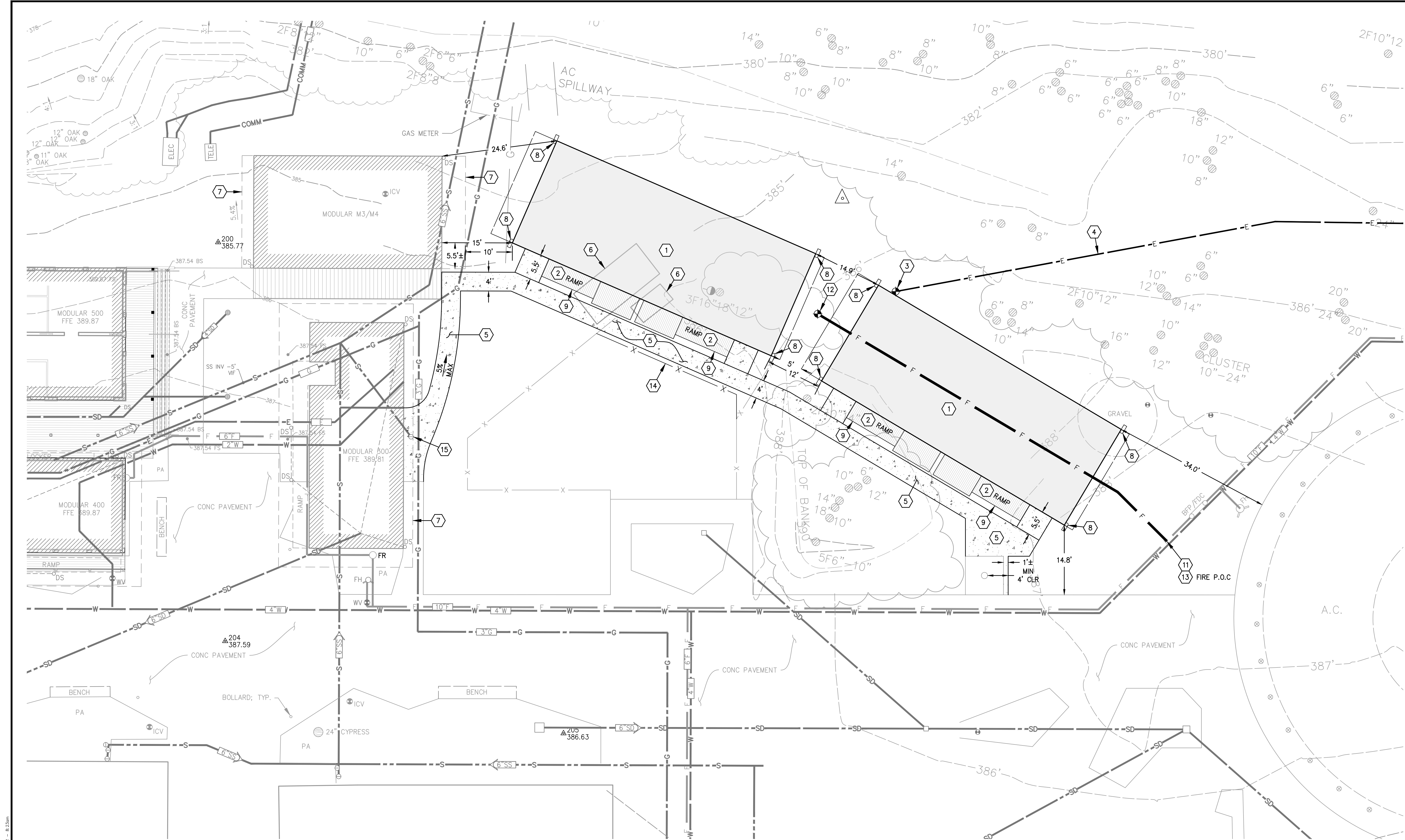
CONCRETE PAVEMENT:

- PROVIDE WEAKENED PLANE JOINTS AT 10' O.C. MAX.
- PROVIDE EXPANSION JOINTS AT BEGINNING AND END OF CURVES AND CURB RETURNS, AT ANGLE POINTS, AT WALLS, STRUCTURES, AND OTHER FIXED OBJECTS, AND AT 60' O.C. MAX.



1. PROPOSED PRIVATE UTILITY; PIPE ZONE
2. MINIMUM TRENCH WIDTH = PIPE O.D. + 12" MIN. PROVIDE MIN 6" CLR EITHER SIDE OF PIPE. TRENCH WIDTH MAY VARY FROM ACTUAL WIDTH REQUIRED TO PERFORM THE WORK DEPENDING UPON METHOD OF COMPACTION AND FOR TRENCH SHORING/PROTECTION USED BY CONTRACTOR.
3. TRENCH DEPTH AS SHOWN ON PLANS. IF NOT SHOWN OR OTHERWISE SPECIFIED, PROVIDE MIN 36" COVER FOR WATER MAINS 4" AND LARGER, AND MIN 30" COVER FOR OTHER FACILITIES.
4. PIPE BEDDING AND INITIAL BACKFILL: CLEAN SAND AS DEFINED IN ASTM 2487-10, WITH SAND EQUIVALENT OF 30 OR GREATER, COMPACTED IN MAX 8" LIFTS TO MIN. 95% R.C.
5. FINAL BACKFILL IN BUILDING, SLAB, FLATWORK, AND PAVEMENT AREAS: CLEAN SAND AS DEFINED IN ASTM 2487-10, WITH SAND EQUIVALENT OF 30 OR GREATER, COMPACTED IN MAX 8" LIFTS TO MIN. 95% R.C.
6. FINAL BACKFILL IN LANDSCAPE AREAS: NATIVE MATERIAL COMPACTED IN MAX 8" LIFTS TO MIN. 90% R.C.
7. PLACE 3"-WIDE WARNING TAPE 12" ABOVE PIPE.
8. PROVIDE INSULATED 12 AWG TRACER WIRE FOR ALL EXTERIOR NON-METALLIC WATER AND GAS PIPES 4"-DIA AND LARGER. TAPE TO TOP OF PIPE AT 10' INTERVALS. EXTEND TO THE SURFACE AT VALVE BOXES, RISERS, ETC., SO LOCATOR EQUIPMENT CAN BE CONNECTED.
9. PIPE TRENCHING WORK IN EXISTING IMPROVED STREETS SHALL INCLUDE REPLACEMENT OF EXISTING PAVEMENT. THE THICKNESS OF THE NEW AC. AND AB SHALL BE EQUIVALENT TO THE EXISTING AC. AND AB THICKNESS, OR 2.5" AC OR 8" AB, WHICHEVER IS GREATER. TRENCH PATCH SHALL EXTEND MIN 6" BEYOND TRENCH WALL.
10. ALL STREET CUTS SHALL BE NEATLY SAWCUT ON TRUE LINE TO 1-1/2" MINIMUM DEPTH AT A MINIMUM OF 6" BEYOND EDGE OF TRENCH WALL.
11. IN VEHICULAR AREAS, WHERE FINISH GRADE IS LESS THAN 24" ABOVE THE TOP OF PIPE, BACKFILL TO MIN 6" ABOVE TOP OF PIPE WITH 5-SACK CONCRETE.
12. ALL SOILS PROPOSED TO BE UTILIZED FOR TRENCH BEDDING AND BACKFILL SHALL BE APPROVED BY THE SOILS ENGINEER BEFORE USE. IMPORTED SOILS SHALL BE APPROVED BY THE SOILS ENGINEER BEFORE BEING BROUGHT TO THE SITE.
13. UNDISTURBED SUBGRADE SOIL. THE GEOTECHNICAL ENGINEER SHALL APPROVE SUBGRADE PRIOR TO PLACING BEDDING.
14. UTILITY TRENCHES THAT ARE PARALLEL TO THE SIDES OF BUILDINGS OR WALL FOOTINGS SHALL BE LOCATED SO THAT THE TRENCHES DO NOT EXTEND BELOW AN IMAGINARY LINE SLOPING DOWN AT A 2:1 (H:V) SLOPE FROM THE BOTTOM OUTSIDE EDGE OF THE FOOTINGS.
15. WHERE UTILITY TRENCHES CROSS BENEATH FOOTINGS (INCLUDING PERIMETER FOUNDATIONS), A CONCRETE PLUG SHALL BE PROVIDED





CONSTRUCTION NOTES

1. MODULAR BUILDING: SEE PLANS BY OTHERS. 2% MAX PAD
2. PREFABRICATED RAMP/LANDING: 8.33% MAX SLOPE: SEE PLANS BY OTHERS.
3. ELECTRICAL P.O.C: PROVIDE ELECTRICAL SERVICE TO BUILDING: SEE PLANS BY OTHERS.
4. NEW ELECTRICAL SERVICE: CONNECT TO EXISTING PANEL AT TRASH ENCLOSURE; SEE PLANS BY OTHERS.
5. CONSTRUCT CONCRETE WITH 1.9% MAX CROSS-SLOPE; PER DETAIL 1 SHEET C0.2.
6. SHED TO BE RELOCATED BY OTHERS PRIOR TO CONSTRUCTION.
7. EXISTING OVERHANG, TYP.
8. DOWNSPOUT WITH SPLASHBLOCK.
9. GUARDRAIL; SEE PLANS BY OTHERS.
10. THICKENED EDGE PER DETAIL 2 SHEET C0.2.
11. VERIFY EXISTING UTILITY ROUTING PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY CONFLICT.
12. FIRE SERVICE P.O.C AT BUILDING: SEE FIRE SPRINKLER PLANS FOR CONTINUATION.
13. FIRE SERVICE: CONNECT TO EXISTING FIRE MAIN; SEE FIRE SPRINKLER PLANS FOR DETAILS.
14. NEW CHAIN LINK FENCE PER OWNER.
15. ADJUST CLEANOUT TO GRADE.



SCALE: 1" = 10'



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REGISTERED PROFESSIONAL ENGINEER
P. MONTEREY No. 67730
J. L. J. CIVIL
STATE OF CALIFORNIA

SUBMITAL / REVISION	DATE	BY
1	6/17/2022	APH

Seaside, California

CHARTWELL LMS ADDITION 2022

SITE GRADING, DRAINAGE, AND UTILITY PLAN

SCALE: 1"=10'

DRAWN: APH

JOB No.: 4128.01

SHEET
C1.1
OF 4

APN: 311-510-220

Packet Page 28

3. ESTIMATED TOTAL DISTURBED AREA: 0.15 AC.
2. BEST MANAGEMENT PRACTICES (BMPs) (MATERIALS AND THEIR INSTALLATION) SHALL CONFORM TO ONE OF THE FOLLOWING:
 - 2.1. THE 2011 EDITION OF THE CALTRANS STORM WATER QUALITY HANDBOOK / CONSTRUCTION SITE BMP MANUAL. THE HANDBOOK MAY BE DOWNLOADED FOR FREE AT
http://www.dot.ca.gov/hq/construc/stormwater/documents/SWPPP_Prep_ManualJune2011.pdf
 - 2.2. THE 2011 EDITION OF THE CALTRANS STORMWATER BMP HANDBOOK PROMULGATED BY THE CALIFORNIA STORMWATER QUALITY ASSOCIATION (CASQA). THE HANDBOOK MAY BE DOWNLOADED FOR A FEE FROM THE CASQA WEBSITE AT <http://www.cbmphandbooks.com/>
3. THE BMPs SHOWN ON THIS WATER POLLUTION CONTROL PLAN SHALL BE ADJUSTED OR SUPPLEMENTED AS REQUIRED TO PROTECT WATER QUALITY AND/OR AS DIRECTED BY THE ENGINEER OR JURISDICTION HAVING AUTHORITY.
4. THIS PLAN IS INTENDED TO BE USED FOR INTERIM WATER POLLUTION CONTROL ONLY AND IS NOT TO BE USED FOR FINAL ELEVATIONS OR PERMANENT IMPROVEMENTS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING BMPs PRIOR TO, DURING, AND AFTER STORM EVENTS, AND SHALL PROMPTLY CORRECT ANY DEFICIENCIES NOTED.
6. ALL PAVED AREAS SHALL BE KEPT CLEAN OF SOIL AND DEBRIS. REGULAR STREET SWEEPING IS REQUIRED. ADDITIONAL STREET SWEEPING MAY BE REQUIRED BY THE ARCHITECT/ENGINEER OR JURISDICTION HAVING AUTHORITY.
7. REASONABLE CARE SHALL BE TAKEN WHEN HAULING ANY EARTH, SAND, GRAVEL, STONE, DEBRIS, PAPER OR ANY OTHER SUBSTANCE OVER ANY PUBLIC STREET, ALLEY OR OTHER PUBLIC PLACE. ANY MATERIAL THAT IS TO BE HAULED OFF-SITE SHALL BE COVERED. SHOULD ANY BLOW, SPILL, OR TRACK OVER AND UPON SAID PUBLIC OR ADJACENT PRIVATE PROPERTY, IMMEDIATE REMEDY SHALL OCCUR.
8. KEEP ADDITIONAL EROSION AND SEDIMENT CONTROL SUPPLIES ON SITE IN CASE IMMEDIATE REPAIRS OR MODIFICATIONS ARE REQUIRED. THESE SUPPLIES MAY INCLUDE ADDITIONAL SILT FENCING, FILTER FABRIC, HAY BALES, JUTE NETTING, BAGS AND TARP.
9. CONSTRUCTION OPERATIONS SHALL BE CARRIED OUT IN SUCH A MANNER THAT EROSION AND WATER POLLUTION WILL BE MINIMIZED. STATE AND LOCAL LAWS CONCERNING POLLUTION ABATEMENT SHALL BE COMPLIED WITH.
10. CONTRACTOR SHALL PROVIDE DUST CONTROL AS REQUIRED BY FEDERAL, STATE, AND LOCAL AGENCY REQUIREMENTS.
11. PROVIDE TEMPORARY "EFFECTIVE SOIL COVER" ON ALL INACTIVE DISTURBED AREAS (AREAS WHICH HAVE NOT BEEN DISTURBED FOR AT LEAST 14 DAYS) PRIOR TO INSTALLATION OF FINAL LANDSCAPING, IF REQUIRED DUE TO PROJECT SCHEDULING.
12. PROVIDE WIND EROSION CONTROL AT ALL TIMES IN ACCORDANCE WITH BEST MANAGEMENT PRACTICE WE-1.
13. LIMIT THE USE OF PLASTIC MATERIALS WHEN MORE SUSTAINABLE, ENVIRONMENTALLY FRIENDLY ALTERNATIVES EXIST. WHERE PLASTIC MATERIALS ARE DEEMED NECESSARY, CONSIDER THE USE OF PLASTIC MATERIALS RESISTANT TO SOLAR DEGRADATION AND WHICH MAY BE RE-USED.
14. ESTABLISH AND MAINTAIN EFFECTIVE PERIMETER CONTROLS AND STABILIZE ALL CONSTRUCTION ENTRANCES AND EXITS TO SUFFICIENTLY CONTROL EROSION AND SEDIMENT DISCHARGES FROM THE SITE.
 - PROVIDE SILT FENCE AT CONSTRUCTION SITE PERIMETER WHERE RUNOFF LEAVES THE CONSTRUCTION SITE.
 - PROVIDE INLET PROTECTION AT ALL DRAIN INLETS.

ACTUAL GRADING SHALL BEGIN WITHIN 30 DAYS OF VEGETATION REMOVAL OR THE AREA SHALL BE PLANTED TO CONTROL EROSION. VEGETATION REMOVAL BETWEEN OCTOBER 15TH AND APRIL 15TH SHALL NOT PRECEDE SUBSEQUENT GRADING OR CONSTRUCTION ACTIVITIES BY MORE THAN 15 DAYS.

1. THE FOLLOWING PROVISIONS SHALL APPLY BETWEEN OCTOBER 15TH AND APRIL 30.
 - A. DISTURBED SURFACES NOT INVOLVED IN THE IMMEDIATE OPERATIONS MUST BE PROTECTED BY APPLYING STRAW MULCH AT 500 LBS PER ACRE AND COVERED BY TIE-BACK-WALKING TO PREVENT MOVEMENT DURING WATER FLOW.
 - B. RUNOFF FROM THE SITE SHALL BE RETAINED OR FILTERED BY BERMS, VEGETATED FILTER STRIPS AND/OR CATCH BASINS TO PREVENT THE ESCAPE OF SEDIMENT FROM THE SITE. THESE DRAINAGE CONTROLS MUST BE MAINTAINED BY THE CONTRACTOR AS NECESSARY TO ACHIEVE THEIR PURPOSE THROUGHOUT THE LIFE OF THE PROJECT. SEE THIS SHEET FOR EROSION CONTROL PLAN AND EROSION CONTROL DETAILS.
 - C. EROSION CONTROL MEASURES SHALL BE IN PLACE AT THE END OF EACH DAY'S WORK.
 - D. THE BUILDING INSPECTOR SHALL STOP OPERATIONS DURING PERIODS OF INCLEMENT WEATHER IF HE DETERMINES THAT EROSION PROBLEMS ARE NOT BEING CONTROLLED ADEQUATELY.
 - E. CUT AND FILL SLOPES SHALL BE PLANTED WITH AN SEED MIX APPROVED BY THE LANDSCAPE ARCHITECT. AMOUNT OF SEED AND FERTILIZER SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT.
2. ALL SURFACES EXPOSED TO BE EXPOSED DURING GRADING ACTIVITIES SHALL BE PREPARED AND MAINTAINED THROUGHOUT THE LENGTH OF THE ENTIRE PROJECT TO PROTECT AGAINST EROSION.
 - A. AT ALL TIMES DURING CONSTRUCTION AND UNTIL FINAL COMPLETION, THE CONTRACTOR, WHEN HE OR HIS SUBCONTRACTORS ARE OPERATING EQUIPMENT ON THE SITE, SHALL PREVENT THE FORMATION OF AN AIRBORNE DUST NUISANCE BY WATERING AND/OR TREATING THE SITE OF THE WORK IN SUCH A MANNER THAT WILL CONFINE DUST PARTICLES TO THE IMMEDIATE SURFACE OF THE WORK. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE DONE BY DUST FROM HIS OR HER SUBCONTRACTOR.

1. VISUALLY OBSERVE AND MAINTAIN BEST MANAGEMENT PRACTICES (BMPs) AS FOLLOWS:
 - A. WEEKLY, AND
 - B. WITHIN 48 HOURS PRIOR TO EACH STORM EVENT, AND
 - C. WITHIN 48 HOURS AFTER EACH STORM EVENT.
 - D. DAILY DURING STORM EVENTS
2. REPAIR DAMAGED BMPs WITHIN 48 HOURS OF OBSERVATION.
3. SEDIMENT SHALL BE REMOVED FROM SEDIMENT CONTROL BMPs BEFORE SEDIMENT HAS ACCUMULATED TO A DEPTH OF ONE THIRD THE HEIGHT OF THE SEDIMENT BARRIER OR SUMP, IF NOT OTHERWISE SPECIFIED IN THE SPECIAL PROVISIONS OR BY THE BMP SUPPLIER OR MANUFACTURER.
4. TRASH AND DEBRIS SHALL BE REMOVED FROM BMPs DURING SCHEDULED INSPECTIONS.
5. REMOVED SEDIMENT SHALL BE PLACED AT AN APPROVED LOCATION AND IN SUCH A MANNER THAT IT WILL NOT ERODE, OR SHALL BE DISPOSED OF OFF-SITE.
6. REPAIR RILLS AND GULLIES BY RE-GRADING AND THEN TRACKWALKING PERPENDICULAR TO THE SLOPE. PROVIDE TEMPORARY SOIL COVER IF NECESSARY.

1. NON-STORM WATER DISCHARGES INCLUDE A WIDE VARIETY OF SOURCES, INCLUDING IMPROPER DUMPING, SPILLS, OR LEAKAGE FROM STORAGE TANKS OR TRANSFER AREAS. NON-STORM WATER DISCHARGES MAY CONTRIBUTE SIGNIFICANT POLLUTANT LOADS TO RECEIVING WATERS, AND AS SUCH ARE PROHIBITED.
2. MEASURES TO CONTROL SPILLS, LEAKAGE, AND DUMPING, AND TO PREVENT ILLICIT CONNECTIONS DURING CONSTRUCTION, MUST BE TAKEN.
3. HOWEVER, CERTAIN NON-STORM WATER DISCHARGES MAY BE AUTHORIZED FOR THE COMPLETION OF CONSTRUCTION. AUTHORIZED NON-STORM WATER DISCHARGES MAY INCLUDE THOSE FROM DECHLORINATED POTABLE WATER SOURCES SUCH AS:
 - FIRE HYDRANT FLUSHING,
 - IRRIGATION OF VEGETATIVE EROSION CONTROL MEASURES,
 - PIPE FLUSHING AND TESTING,
 - WATER TO CONTROL DUST,
 - UNCONTAMINATED GROUND WATER FROM DEWATERING,
 - OTHER DISCHARGES NOT SUBJECT TO A SEPARATE GENERAL NPDES PERMIT ADOPTED BY A REGIONAL WATER BOARD.
4. THE DISCHARGE OF NON-STORM WATER IS AUTHORIZED UNDER THE FOLLOWING CONDITIONS:
 - THE DISCHARGE DOES NOT CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD
 - THE DISCHARGE DOES NOT VIOLATE ANY OTHER PROVISION OF THE GENERAL PERMIT
 - THE DISCHARGE IS NOT PROHIBITED BY THE APPLICABLE BASIN PLAN
 - THE DISCHARGER HAS INCLUDED AND IMPLEMENTED SPECIFIC BMPs REQUIRED BY THE GENERAL PERMIT TO PREVENT OR REDUCE THE CONTACT OF THE NONSTORM WATER DISCHARGE WITH CONSTRUCTION MATERIALS OR EQUIPMENT
 - THE DISCHARGE DOES NOT CONTAIN TOXIC CONSTITUENTS IN TOXIC AMOUNTS OR (OTHER) SIGNIFICANT QUANTITIES OF POLLUTANTS
 - THE DISCHARGE IS MONITORED
5. IF ANY OF THE ABOVE CONDITIONS ARE NOT SATISFIED, THE DISCHARGE IS NOT AUTHORIZED.

1. STORM WATER POLLUTION PREVENTION TRAINING SHALL BE PROVIDED AT THE BEGINNING OF CONSTRUCTION AND REGULARLY DURING CONSTRUCTION FOR ALL EMPLOYEES WORKING ON THE JOB SITE. TRAINING SHALL BE PROVIDED BY THE CONTRACTOR'S WATER POLLUTION CONTROL MANAGER. TOPICS SHALL INCLUDE, BUT ARE NOT LIMITED TO:

- SPILL PREVENTION AND RESPONSE;
- LOCATIONS AND FUNCTIONS OF SEDIMENT/EROSION CONTROL DEVICES;
- GOOD HOUSEKEEPING;
- FINES AND PENALTIES;
- MATERIAL MANAGEMENT PRACTICES.

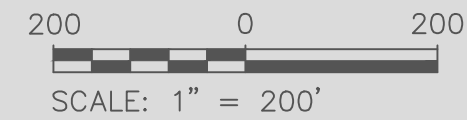


SYMBOL	CALTRANS BMP #	CALTRANS STD. PLAN	DESCRIPTION
	SS-9	—	EARTH DIKES, DRAINAGE SWALES AND LINED DITCHES
	SC-1, SC-5, SC-6	T51, T56, T60, T66	LINEAR SEDIMENT BARRIER: FIBER ROLLS, SILT FENCE, OR COMPOST SOCK (CONTRACTOR'S OPTION)
	SC-1	T51, T60	SILT FENCE
	SC-7	—	STREET SWEEPING
	SC-10	—	INLET PROTECTION
	WM-8	T61, T62, T63, T64	CONCRETE WASTE MANAGEMENT (WASHOUT) AREA
	SS-3, SS-4, SS-5, SS-6, SS-7, SS-8	T59 —	SOIL STABILIZATION (PROVIDE ON ALL DISTURBED SOILS) TEMPORARY STABILIZATION PER CIVIL PLANS PERMANENT STABILIZATION PER LANDSCAPE DWGS
	TC-1, TC-3	T58	STABILIZED CONSTRUCTION ENTRANCE/EXIT OR TIRE WASH
	WM-1	—	MATERIAL STORAGE AND WASTE MANAGEMENT AREA
	WM-3	T53	TEMPORARY STOCKPILES
	WM-9	—	SANITARY FACILITIES
	—	—	DIRECTION OF DRAINAGE
	—	—	ROADSIDE SWALE; PROVIDE SOIL STABILIZATION
	SC-6	T57	GRAVEL BAG CHECK DAM



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OVERALL SITE PLAN
CHARTWELL SCHOOL
 SEASIDE, CALIFORNIA



06/24/2022
 Project No.: 4128.01

**Civil Engineering
Land Surveying**

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 Monterey, California
 831.649.5225
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GENERAL NOTES AND SPECIFICATIONS

SECTION 1A GENERAL REQUIREMENTS

- GENERAL
 - THE REQUIREMENTS OF THE GENERAL CONDITIONS OF THE AGREEMENT AND THIS GENERAL REQUIREMENT APPLY TO THE SEVERAL TRADE SECTIONS WITH THE SAME FORCE AS THOUGH FULLY REPEATED IN EACH TRADE SECTION.
 - NAME BRANDS ARE INDICATED TO ESTABLISH A STANDARD OF QUALITY. ITEMS OF EQUAL OR BETTER QUALITY MAY BE SUBSTITUTED FOR THE LISTED BRAND NAMED PRODUCTS WITH THE WRITTEN APPROVAL OF D.S.A. AND THE ARCHITECT.
- ALL WORK SHALL COMPLY WITH THE REQUIREMENTS OF TITLES 19 AND 24 CALIFORNIA CODE OF REGULATIONS. NO CHANGES SHALL BE MADE FROM D.S.A. APPROVED DRAWINGS OR SPECIFICATIONS WITHOUT PRIOR WRITTEN APPROVAL OF D.S.A. AND THE ARCHITECT.
- SCOPE OF WORK
 - THE WORK CONSISTS OF MANUFACTURING OFF-SITE IN A PLANT AND INSTALLING ON-SITE MODULAR RELOCATABLE BUILDINGS AS DEFINED HEREIN AND SHOWN AND DETAIL ON DRAWINGS.
 - ALL REQUIREMENTS OF TITLE 24 OF THE STATE OF CALIFORNIA CODE OF REGULATIONS RELATING TO INSPECTIONS AND VERIFIED REPORTS SHALL BE COMPLIED WITH AND SHALL INCLUDE:
 - GENERAL REQUIREMENT CHANGE OF FIELD ADMINISTRATION BY THE ARCHITECT OF RECORD.
 - INSPECTION IN-PLANT DURING THE COURSE OF CONSTRUCTION BY AN INSPECTOR APPROVED BY THE DIVISION OF THE STATE ARCHITECT AND THE DISTRICT ARCHITECT. THE INSPECTOR SHALL BE RESPONSIBLE FOR AND APPROVED TO INSURE THE GENERAL CONSTRUCTION, WELDING, MECHANICAL, AND ELECTRICAL WORK. COST OF THESE INSPECTIONS SHALL BE BORNE BY THE SCHOOL DISTRICTS.
 - ON-SITE INSPECTION OF THE BUILDING INSTALLATION, MECHANICAL, AND UTILITY INSTALLATION OR CONNECTIONS BY AN INSPECTOR APPROVED BY THE DIVISION OF THE STATE ARCHITECT AND THE DISTRICT ARCHITECT AND RETAINED BY THE SCHOOL DISTRICT.
 - OTHER SPECIAL TESTS OR INSPECTIONS AS MAY BE REQUIRED BY THE DIVISION OF THE STATE ARCHITECT. ADDENDUMS SHALL BE SIGNED BY THE ARCHITECT & APPROVED BY D.S.A.
 - CHANGE ORDERS SHALL BE SIGNED BY THE OWNER & ARCHITECT & APPROVED BY D.S.A.
 - THE TESTING LAB SHALL BE IN THE EMPLOY OF THE OWNER.
 - ALL CONTRACTORS SHALL VERIFY ALL WORK CONDITIONS, DIMENSIONS AND DETAILS AND REPORT ANY OR ALL DISCREPANCIES AND DEFICIENCIES TO THE ARCHITECT IMMEDIATELY BEFORE COMMENCING WORK.
 - EACH CONTRACTOR TO BE RESPONSIBLE TO SEE THAT THEIR WORK CONFORMS TO ALL GOVERNMENTAL CODES WHETHER OR NOT STATED ON THE DRAWINGS.
 - ALL MATERIALS AND WORKMANSHIP SHALL COMPLY WITH THE REQUIREMENTS OF THE GOVERNING BUILDING CODES IN EFFECT AT THE DATE OF CONSTRUCTION.
 - ALL MANUFACTURED MATERIALS, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONSTRUCTED AND ERECTED PER MANUFACTURER'S SPECIFICATIONS.
 - SHOW DRAWINGS MAY BE REQUIRED. IF SO, THEY WILL BE ACQUAINTED DRAWN TO A LARGE ENOUGH SCALE TO SHOW ALL PERTINENT FEATURES OF THE ITEM AND ITS CONNECTION TO THE BUILDING.
 - THE MANUFACTURER OF THE BUILDING TO PLACE TWO PERMANENT WALL IDENTIFICATION LABELS ON EACH MODULE. MINIMUMALLY, THESE LABELS SHALL BE: "GENERAL SPECIFICATIONS", "THIS PAGE".
- FOR PROJECTS MANUFACTURED OFF-SITE, THE PLANT INSPECTOR IS TO INDICATE THE MANUFACTURER'S NAME AND SERIAL NUMBER OF EACH MODULE ON THE VERIFIED REPORT.
- ALL TESTS AND INSPECTIONS REQUIRED BY D.S.A. SHALL BE COMPLIED WITH ALL TESTS REQUIRED BY THE STATE OF CALIFORNIA REGULATIONS SHALL BE BY A NOTICED READY INSPECTOR.

FOUNDATION

- TESTING LABORATORY SOIL BEARING: 1000 PSF.
- FOUNDATIONS SHALL BE LOCATED ON UNDISTURBED FIRM NATURAL SOIL. APPROVED COMPACTED FILL OR ON AN APPROVED PAVED SURFACE.

NOTES

- THE FOUNDATION SYSTEM PRESENTED HEREIN COMPLIES WITH THE INTERPRETATION OF REGULATIONS, R-18-1, ISSUED BY THE DIVISION OF THE STATE ARCHITECT FOR TRANSPORTABLE BUILDINGS. THIS FOUNDATION SYSTEM IS NON-COMPLICATED AND THE STRUCTURAL ENGINEER MAKES NO RESPONSIBILITY FOR ITS CONSTRUCTION OR LOCATION.
- WORK NOT INDICATED
- ALL ON-SITE OR OFF-SITE UTILITIES AND THE CONNECTION OF THEM TO THE BUILDING UNLESS INDICATED ON THE DRAWINGS.
- ALL LEVELING, GRADING OR OTHER SITE PREPARATION EXCEPT CONCRETE OR WOOD LEVELING STRIPS INERE REQUIRED, UNLESS OTHERWISE INDICATED ON THE DRAWINGS.
- FIELD ALARM SYSTEM, PROGRAM BELL, PUBLIC ADDRESS SYSTEM/INTERCOM SYSTEM, TELEPHONE SYSTEM UNLESS OTHERWISE INDICATED ON THE DRAWINGS, OR MODIFIED BY CHANGE ORDER.
- WHEELS AND HITCH SHALL REMAIN THE PROPERTY OF THE CONTRACTOR.
- ACCESSIBILITY OF SITE
 - THE SCHOOL DISTRICT SHALL PROVIDE ACCESS TO THE SITE FOR THE INSTALLATION OF BUILDINGS. REMOVAL OF SHRUBBERIES, SPRINGLES, ETC. NECESSARY FOR THE MOVE-IN OF BUILDINGS SHALL BE THE RESPONSIBILITY OF THE SCHOOL DISTRICT.

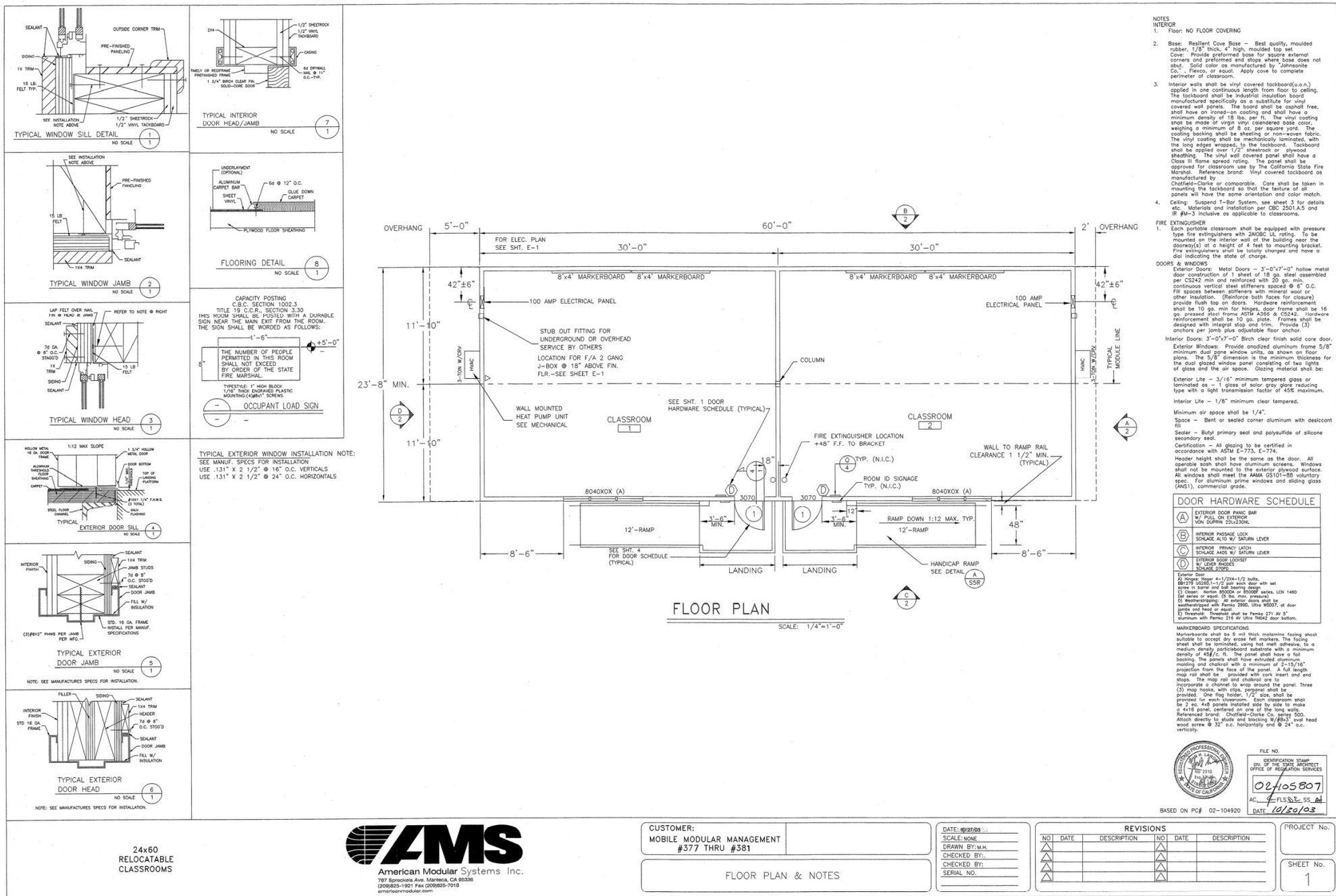
TRIM / FINISH NAILING

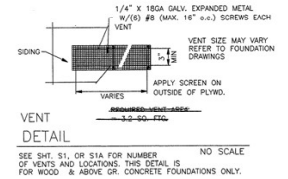
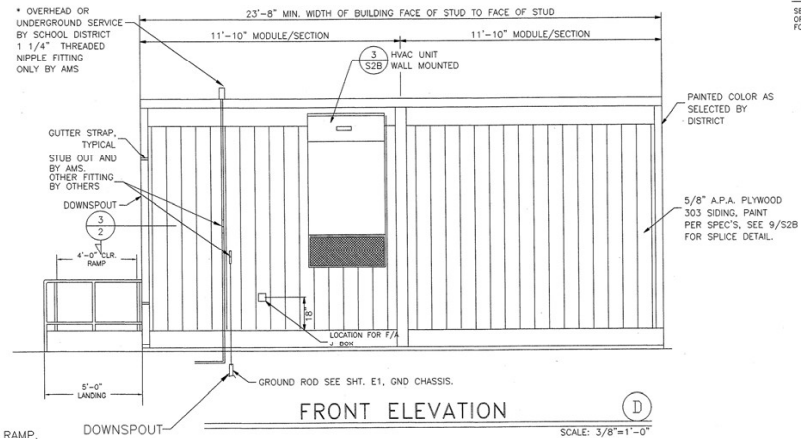
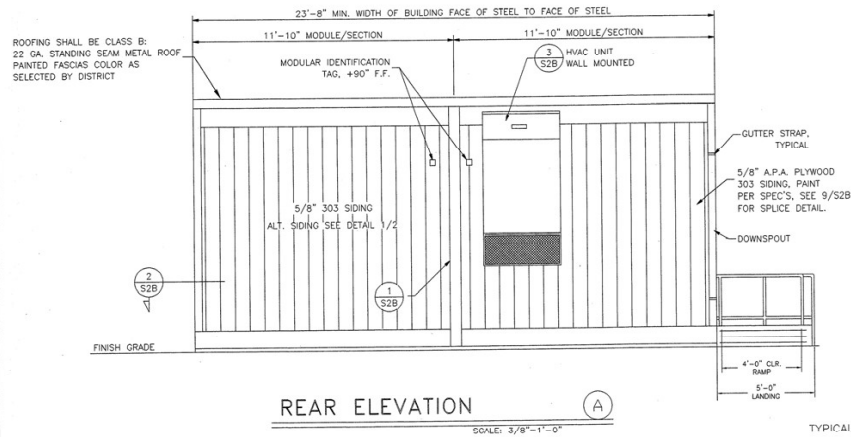
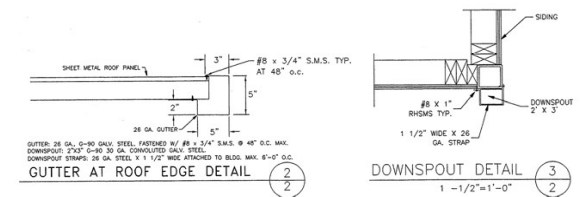
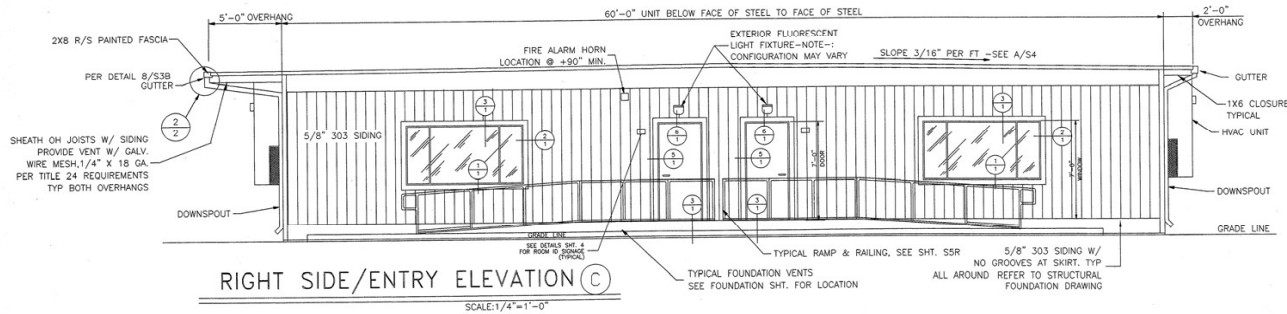
DESCRIPTION	SET	SIZE	LENGTH	FINISH
SIDING	X	1 1/2"	1 1/4"	GALV
CASING, SILL & INT. CORNER TRIM	X	1 1/2"	1 1/4"	N
2" FASCIA	X	1 1/2"	3"	GALV
1" SOFFIT	X	1 1/2"	3"	GALV
1" EXT. TRIM, EXISTING, EXT. DOORS, EXT. TRIM	X	1 1/2"	3"	GALV

24"x60" THRU 120"x60" RELOCATABLE CLASSROOMS

SECTION 5A STEEL

- GENERAL - ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CALIFORNIA CODE OF REGULATIONS, TITLE 24 OF CALIFORNIA CODE OF REGULATIONS AND THE AMERICAN IRON AND STEEL INSTITUTE SPECIFICATIONS FOR DESIGN OF STEEL STRUCTURAL MEMBERS.
- CIRC 350-1, 247-1, 247-2, 247-3, 247-4, 247-5, 247-6, 247-7, 247-8, 247-9, 247-10, 247-11, 247-12, 247-13, 247-14, 247-15, 247-16, 247-17, 247-18, 247-19, 247-20, 247-21, 247-22, 247-23, 247-24, 247-25, 247-26, 247-27, 247-28, 247-29, 247-30, 247-31, 247-32, 247-33, 247-34, 247-35, 247-36, 247-37, 247-38, 247-39, 247-40, 247-41, 247-42, 247-43, 247-44, 247-45, 247-46, 247-47, 247-48, 247-49, 247-50, 247-51, 247-52, 247-53, 247-54, 247-55, 247-56, 247-57, 247-58, 247-59, 247-60, 247-61, 247-62, 247-63, 247-64, 247-65, 247-66, 247-67, 247-68, 247-69, 247-70, 247-71, 247-72, 247-73, 247-74, 247-75, 247-76, 247-77, 247-78, 247-79, 247-80, 247-81, 247-82, 247-83, 247-84, 247-85, 247-86, 247-87, 247-88, 247-89, 247-90, 247-91, 247-92, 247-93, 247-94, 247-95, 247-96, 247-97, 247-98, 247-99, 247-100, 247-101, 247-102, 247-103, 247-104, 247-105, 247-106, 247-107, 247-108, 247-109, 247-110, 247-111, 247-112, 247-113, 247-114, 247-115, 247-116, 247-117, 247-118, 247-119, 247-120, 247-121, 247-122, 247-123, 247-124, 247-125, 247-126, 247-127, 247-128, 247-129, 247-130, 247-131, 247-132, 247-133, 247-134, 247-135, 247-136, 247-137, 247-138, 247-139, 247-140, 247-141, 247-142, 247-143, 247-144, 247-145, 247-146, 247-147, 247-148, 247-149, 247-150, 247-151, 247-152, 247-153, 247-154, 247-155, 247-156, 247-157, 247-158, 247-159, 247-160, 247-161, 247-162, 247-163, 247-164, 247-165, 247-166, 247-167, 247-168, 247-169, 247-170, 247-171, 247-172, 247-173, 247-174, 247-175, 247-176, 247-177, 247-178, 247-179, 247-180, 247-181, 247-182, 247-183, 247-184, 247-185, 247-186, 247-187, 247-188, 247-189, 247-190, 247-191, 247-192, 247-193, 247-194, 247-195, 247-196, 247-197, 247-198, 247-199, 247-200, 247-201, 247-202, 247-203, 247-204, 247-205, 247-206, 247-207, 247-208, 247-209, 247-210, 247-211, 247-212, 247-213, 247-214, 247-215, 247-216, 247-217, 247-218, 247-219, 247-220, 247-221, 247-222, 247-223, 247-224, 247-225, 247-226, 247-227, 247-228, 247-229, 247-230, 247-231, 247-232, 247-233, 247-234, 247-235, 247-236, 247-237, 247-238, 247-239, 247-240, 247-241, 247-242, 247-243, 247-244, 247-245, 247-246, 247-247, 247-248, 247-249, 247-250, 247-251, 247-252, 247-253, 247-254, 247-255, 247-256, 247-257, 247-258, 247-259, 247-260, 247-261, 247-262, 247-263, 247-264, 247-265, 247-266, 247-267, 247-268, 247-269, 247-270, 247-271, 247-272, 247-273, 247-274, 247-275, 247-276, 247-277, 247-278, 247-279, 247-280, 247-281, 247-282, 247-283, 247-284, 247-285, 247-286, 247-287, 247-288, 247-289, 247-290, 247-291, 247-292, 247-293, 247-294, 247-295, 247-296, 247-297, 247-298, 247-299, 247-300, 247-301, 247-302, 247-303, 247-304, 247-305, 247-306, 247-307, 247-308, 247-309, 247-310, 247-311, 247-312, 247-313, 247-314, 247-315, 247-316, 247-317, 247-318, 247-319, 247-320, 247-321, 247-322, 247-323, 247-324, 247-325, 247-326, 247-327, 247-328, 247-329, 247-330, 247-331, 247-332, 247-333, 247-334, 247-335, 247-336, 247-337, 247-338, 247-339, 247-340, 247-341, 247-342, 247-343, 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247-1009, 247-1010, 247-1011, 247-1012, 247-1013, 247-1014, 247-1015, 247-1016, 247-1017, 247-1018, 247-1019, 247-1020, 247-1021, 247-1022, 247-1023, 247-1024, 247-1025, 247-1026, 247-1027, 247-1028, 247-1029, 247-1030, 247-1031, 247-1032, 247-1033, 247-1034, 247-1035, 247-1036, 247-1037, 247-1038, 247-1039, 247-1040, 247-1041, 247-1042, 247-1043, 247-1044, 247-1045, 247-1046, 247-1047, 247-1048, 247-1049, 247-1050, 247-1051, 247-1052, 247-1053, 247-1054, 247-1055, 247-1056, 247-1057, 247-1058, 247-1059, 247-1060, 247-1061, 247-1062, 247-1063, 247-1064, 247-1065, 247-1066, 247-1067, 247-1068, 247-1069, 247-1070, 247-1071, 247-1072, 247-1073, 247-1074, 247-1075, 247-1076, 247-1077, 247-1078, 247-1079, 247-1080, 247-1081, 247-1082, 247-1083, 247-1084, 247-1085, 247-1086, 247-1087, 247-1088, 247-1089, 247-1090, 247-1091, 247-1092, 247-1093, 247-1094, 247-1095, 247-1096, 247-1097, 247-1098, 247-1099, 247-1100, 247-1101, 247-1102, 247-1103, 247-1104, 247-1105, 247-1106, 247-1107, 247-1108, 247-1109, 247-1110, 247-1111, 247-1112, 247-1113, 247-1114, 247-1115, 247-1116, 247-1117, 247-1118, 247-1119, 247-1120, 247-1121, 247-1122, 247-1123, 247-1124, 247-1125, 247-1126





ROOM ID SIGNAGE SEE SHEET 4 DETAILS E/4 & I/4

NOT A PART OF THIS CONTRACT (NOT PROVIDED BY A.M.S.)

NOTE: ROOM IDENTIFICATION SHALL BE PROVIDED FOR ROOMS OR SPACES. RAISED LETTERS SHALL BE PROVIDED AND SHALL BE ACCOMPANIED BY BRAILLE IN CONFORMANCE WITH THE FOLLOWING: CONTRACTED GRADE 3 BRAILLE SHALL BE USED. DOTS SHALL BE 1/10 INCH ON CENTER IN EACH CELL WITH 2/10 INCH SPACE BETWEEN CELLS. DOTS SHALL BE PAISED A MINIMUM 1/40 INCH ABOVE BACKGROUND. SIGNS SHALL BE INSTALLED ON WALL ADJACENT TO LATCH OUTSIDE OF DOOR. WHERE THERE IS NO SPACE ON THE LATCH SIDE, SIGNS SHALL BE PLACED ON THE NEAREST ADJACENT WALL, PREFERABLY ON THE RIGHT. MOUNTING HEIGHT SHALL BE 60" ABOVE THE FINISH FLOOR TO THE CENTER OF THE SIGN.



BASED ON PC# 02-104920

24X60
RELOCATABLE
CLASSROOM

AMS
American Modular Systems Inc.
787 Sprinklers Ave, Manteca, CA 95336
(916)651-1851 Fax (916)658-7018
americanmodular.com

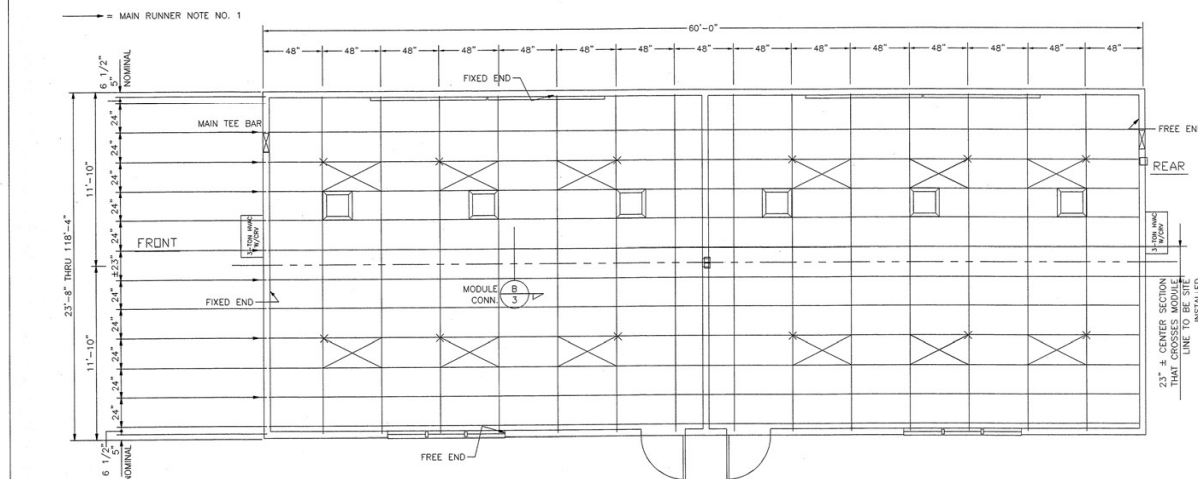
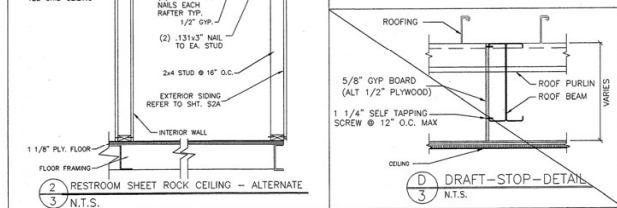
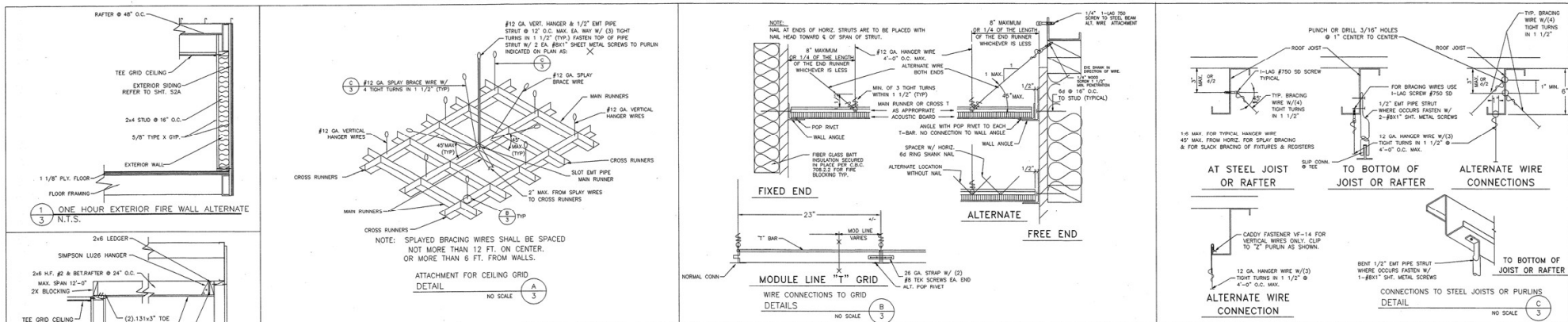
CUSTOMER:
MOBILE MODULAR MANAGEMENT #377 THRU #381

EXTERIOR ELEVATIONS

DATE: 10-27-03
SCALE: NONE
DRAWN BY: M.M.
CHECKED BY:
SERIAL NO.

REVISIONS					
NO	DATE	DESCRIPTION	NO	DATE	DESCRIPTION
△			△		
△			△		
△			△		
△			△		

PROJECT NO.
SHEET NO.
2



METAL SUSPENSION SYSTEMS FOR LAY IN PANEL CEILING

- 12 GA. (MIN) HANGER WIRES MAY BE USED FOR UP TO AND INCLUDING 4'-0" x 4'-0" GRID SPACING, ALONG MAIN RUNNERS. SPLICES WILL NOT BE PERMITTED IN ANY HANGER WIRES UNLESS SPECIFICALLY APPROVED BY DSA.
- PROVIDE 12 GA HANGER WIRES WITHIN 8" OF THE ENDS OF ALL MAIN AND CROSS RUNNERS OR AT 1/4 OF THE LENGTH OF THE END TEE, WHICHEVER IS LESS AT THE PERIMETER OF THE CEILING AREA.
- PROVIDE TRAPEZEE OR OTHER SUPPLEMENTARY SUPPORT MEMBERS AT OBSTRUCTIONS TO MAINTAIN HANGER SPACING. PROVIDE ADDITIONAL HANGERS, STRUTS OR BRACES AS REQUIRED AT ALL CEILING BREAKS, SOFFITS OR DISCONTINUOUS AREA. HANGER WIRES THAT ARE MORE THAN 1 IN 6 OUT OF PLUMB ARE TO HAVE COUNTERBRACED WIRES.
- CEILING GRID MEMBERS MAY BE ATTACHED TO NOT MORE THAN 2 ADJACENT WALLS. CEILING GRID MEMBERS SHOULD BE AT LEAST 1/2 INCH FREE OF OTHER WALLS. IF WALLS RUN DIAGONALLY TO CEILING GRID SYSTEM RUNNERS, ONE END OF MAIN AND CROSS RUNNERS SHOULD BE FREE AND A MINIMUM OF 1/2 INCH CLEAR OF WALL.
- AT THE PERIMETER OF THE CEILING AREA WHERE MAIN OR CROSS RUNNERS ARE NOT CONNECTED TO THE ADJACENT WALL, PROVIDE INTERCONNECTION BETWEEN THE RUNNERS AT THE FREE END TO PREVENT LATERAL SPREADING. A METAL STRUT OR A 1/8 GA WIRE WITH A POSITIVE MECHANICAL CONNECTION TO THE RUNNERS MAY BE USED. WHERE THE PERPENDICULAR DISTANCE FROM THE WALL TO THE FIRST PARALLEL RUNNERS IS 12" OR LESS, THIS INTERLOCK IS NOT REQUIRED.
- PROVIDE SETS OF 4-#12 GA SPLAYED BRACING WIRES ORIENTED 90 DEGREES FROM EACH OTHER AT THE FOLLOWING SPACING:
 - FOR SCHOOL BUILDINGS, PLACE SETS OF SPLAY WIRES AT A SPACING NOT MORE THAN 12 FEET BY 12 FEET ON CENTER.
 - PROVIDE SPLAY WIRES AT LOCATIONS NOT MORE THAN 1/2 THE ABOVE SPACING FROM EACH PERIMETER WALL OR AT THE EDGE OF VERTICAL CEILING OFFSETS.

THE SLOPE OF THESE WIRES SHOULD NOT EXCEED 45 DEGREES FROM THE PLANE OF THE CEILING AND SHOULD BE LAUGH WITHOUT CAUSING THE CEILING TO LIFT. SPLICES IN BRACING WIRES ARE NOT PERMITTED WITHOUT SPECIAL DSA APPROVAL.
- FASTEN HANGER WIRES WITH NOT LESS THAN 3 TIGHT TURNS. FASTEN SPLAY WIRES WITH 4 TIGHT TURNS. MAKE ALL TIGHT TURNS WITHIN A DISTANCE OF 1 1/2 INCHES. HANGER OR BRACING WIRE ANCHORS TO THE STRUCTURE SHOULD BE INSTALLED IN SUCH A MANNER THAT THE DIRECTION OF THE WIRE ALIGNS AS CLOSELY AS POSSIBLE WITH THE DIRECTION OF THE FORCES ACTING ON THE WIRE.
- SEPARATE ALL CEILING HANGING AND BRACING WIRES AT LEAST 6 INCHES FROM ALL UNBRACED CUES, PIPES, CONDUIT ETC., IT IS ACCEPTABLE TO ATTACH LIGHT-WEIGHT ITEMS, SUCH AS SINGLE ELECTRICAL CONDUIT NOT EXCEEDING 3/4" NOMINAL DIAMETER, TO HANGER WIRES USING CONNECTORS ACCEPTABLE TO DSA.
- ATTACH ALL LIGHT FIXTURES AND AIR TERMINALS TO THE CEILING GRID RUNNERS TO RESIST A HORIZONTAL FORCE EQUAL TO THE WEIGHT OF THE FIXTURES.
- FLUSH OR RECESSED LIGHT FIXTURES AND AIR TERMINALS OR SERVICES WEIGHING LESS THAN 56 POUNDS MAY BE SUPPORTED DIRECTLY ON THE RUNNERS OF A HEAVY DUTY GRID SYSTEM BUT, IN ADDITION, THEY MUST HAVE A MINIMUM OF 2-#12 GA. SLACK SAFETY WIRES ATTACHED AT DIAGONAL CORNERS AND ANCHORED TO THE STRUCTURE ABOVE.
- CLASSIFICATION OF CEILING GRID:

CLASSIFICATION OF CEILING GRID IS "HEAVY DUTY"

PER ASTM D635

MANUFACTURER'S CATALOG NUMBER - MAIN RUNNER HEAVY DUTY

MANUFACTURER'S CATALOG NUMBER - CROSS RUNNER PER TABLE A.

MANUFACTURER'S CATALOG NUMBER OF DETAIL FOR RUNNER

SPLICE N/A

ACOUSTICAL PANELS SHALL BE 5/8" MINIMUM THICK, MINERAL FIBERBOARD OR VINYL-FACED FIBERGLASS LAY-IN PANELS SQUARE EGE ASTM FLAME SPREAD CLASS 1, 24" x 48" MODULAR SIZE, LIGHT REFLECTION 75% MINIMUM, NOISE REDUCTION COEFFICIENT OF 0.65 MINIMUM. MAXIMUM SMOKE DENSITY NOT TO EXCEED 450.

TABLE A HEAVY DUTY GRID COMPONENTS			
MANUFACTURER	MAIN TEE	H.D. 4 CROSS TEE	H.D. 2 CROSS TEE
DOWN/USO	04-08	04-04	04-01
ARMSTRONG	7301	7341	7323
CHICAGO MET	200-01	1204-01	1220-01

NOTE: ALL GRID COMPONENTS SHALL BE BY SAME MANUFACTURER

BASED ON PC #02-104920



FILE NO. PC
02/05807
DATE 10/29/93

24x60 THRU 120x60
RELOCATABLE
CLASSROOMS



CUSTOMER:
MOBILE MODULAR MANAGEMENT #377 THRU #381

DATE: 10-27-93
SCALE: NONE
DRAWN BY: M.H.
CHECKED BY:
SERIAL NO.

CEILING GRID, DETAILS AND NOTES

REVISIONS					
NO	DATE	DESCRIPTION	NO	DATE	DESCRIPTION
△			△		
△			△		
△			△		
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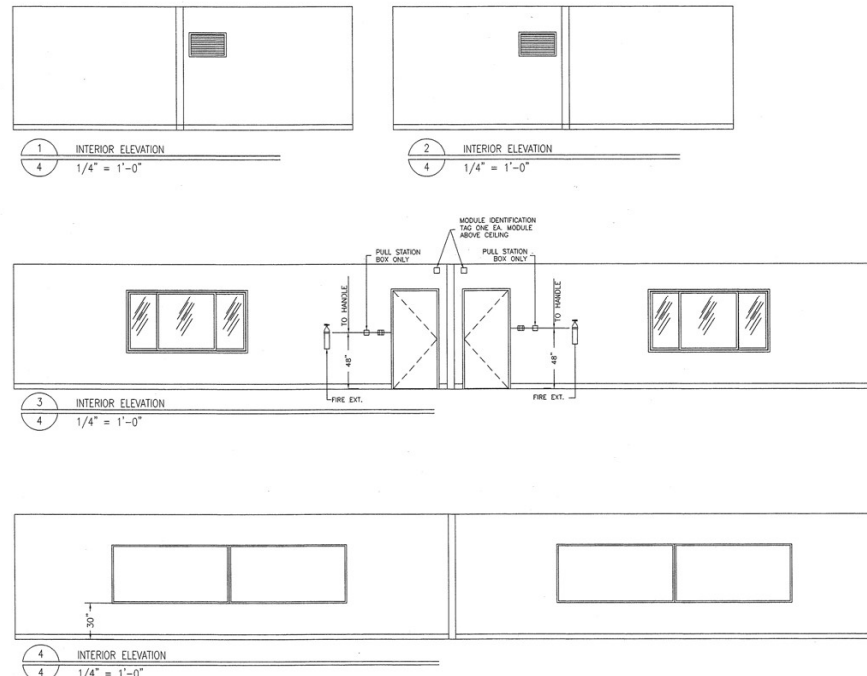
PROJECT NO.
SHEET NO.
3

Diagram illustrating the layout and specifications for Room I.D. Signage:

- ADMINISTRATION Sign:**
 - Overall Dimensions: 9-1/2" (width) x 6" (height)
 - Top Margin: 1-1/2"
 - Side Margins: 1-1/2"
 - Background Color: BLUE COLOR
 - Text Color: WHITE COLOR
 - Text Content: ADMINISTRATION, ROOM NAME, TEXT WHITE COLOR
- EXIT Sign:**
 - Overall Dimensions: 9-1/2" (width) x 10-1/2" (height)
 - Top Margin: 1-1/2"
 - Side Margins: 1-1/2"
 - Background Color: WHITE COLOR
 - Text Color: BLUE COLOR
 - Text Content: EXIT, ROOM NAME, TEXT WHITE COLOR

Room I.D. Signage

SCALE: 3/4" = 1'-0"

[illegible]

24X60 THRU 120X60
RELOCATABLE
CLASSROOMS



CUSTOMER:
MOBILE MODULAR MANAGEMENT #377 THRU #381

INTERIOR ELEVATIONS AND OPTIONS

DATE: 10-27-03
SCALE: NONE
DRAWN BY: M.H.
CHECKED BY:
CHECKED BY:
SERIAL NO.

REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
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△			△		
△			△		
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STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
NOV 12 2003
DIVISION OF THE STATE ARCHITECT
SACRAMENTO REGIONAL OFFICE

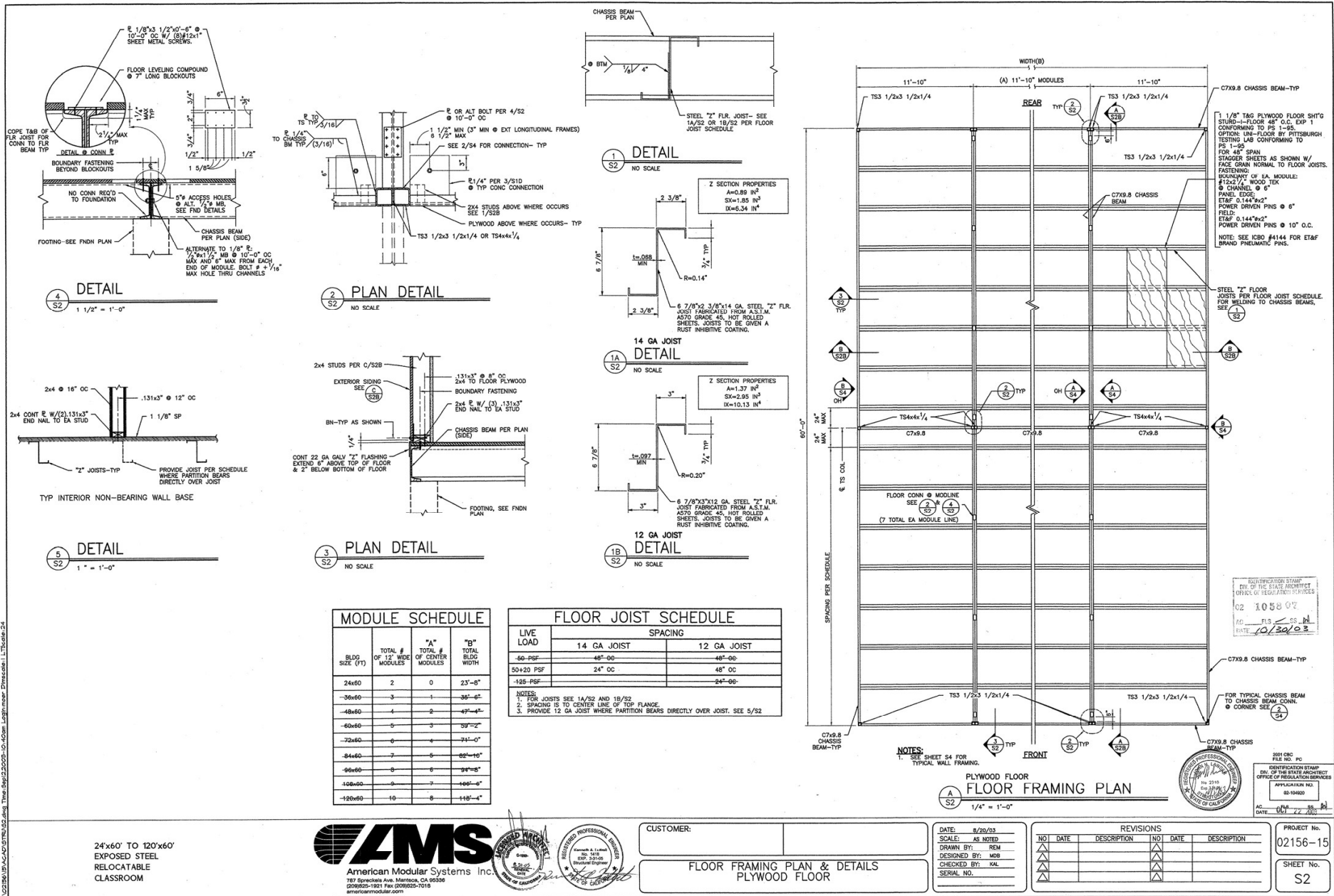
BASED ON PC #02-104920

FILE NO. PC
IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
02-105807
AC, 2 FLS 62 SS 4
DATE 10/30/03

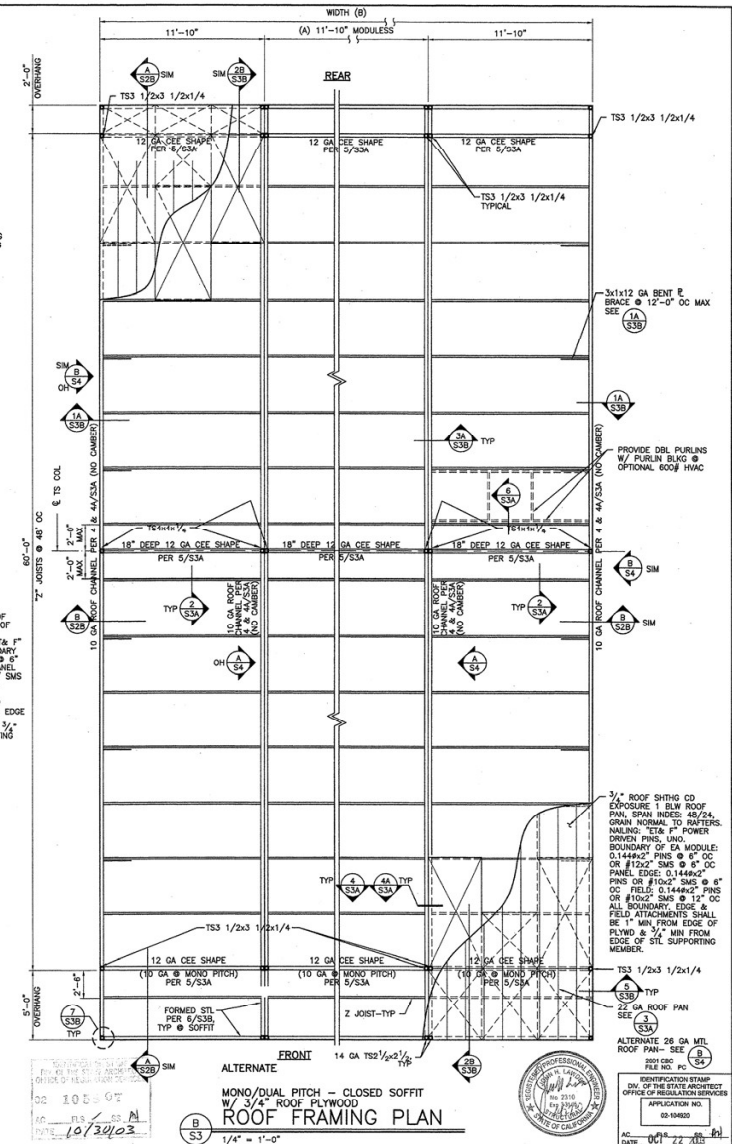
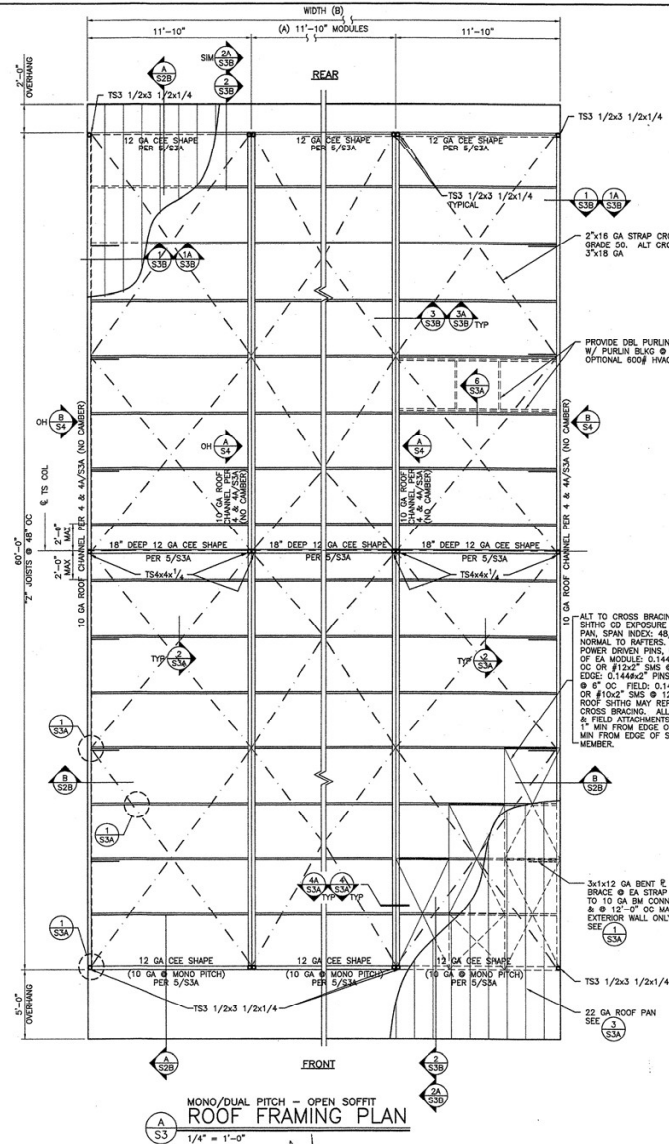
PROJECT No. _____

SHEET No. _____

4



MODULE SCHEDULE			
BLDG SIZE (FT)	TOTAL # OF 12' WIDE MODULES	"A" TOTAL # OF CENTER MODULES	"B" TOTAL BLDG WIDTH
24x60	2	0	23'-8"
36x60	3	1	35'-6"
48x60	4	2	47'-4"
60x60	5	3	59'-2"
72x60	6	4	71'-0"
84x60	7	5	82'-8"
96x60	8	6	94'-6"
108x60	9	7	106'-4"
120x60	10	8	118'-2"



24'x60' TO 120'x60'
EXPOSED STEEL
RELOCATABLE
CLASSROOM



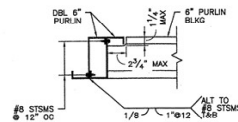
CUSTOMER:

ROOF FRAMING PLANS

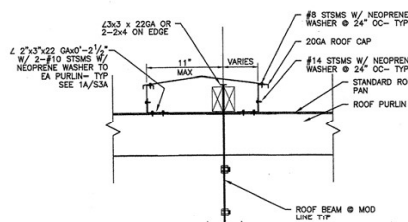
DATE: 8/26/03
SCALE: AS NOTED
DRAWN BY: REM
DESIGNED BY: MEB
CHECKED BY: KAL
SERIAL NO.

REVISIONS					
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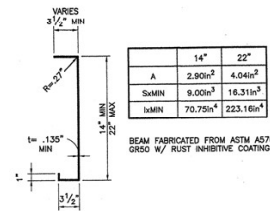
PROJECT NO.
02156-15
SHEET NO.
S3



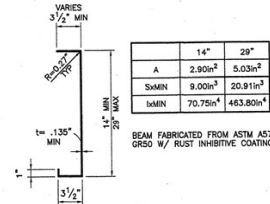
DETAIL
S3A 1 1/2" = 1'-0"



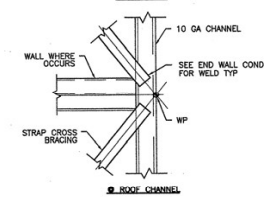
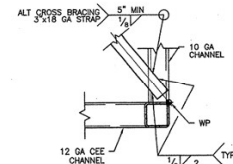
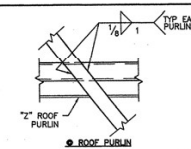
DETAIL
S3A 1 1/2" = 1'-0"



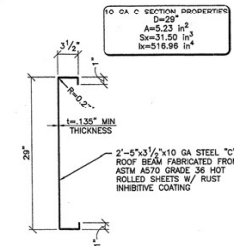
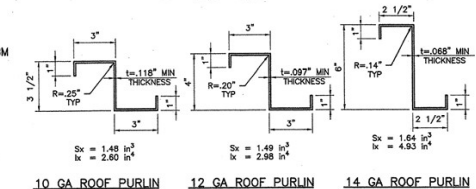
DUAL PITCH 10 GA LONGITUDINAL ROOF BM
DETAIL
S3A 1 1/2" = 1'-0"



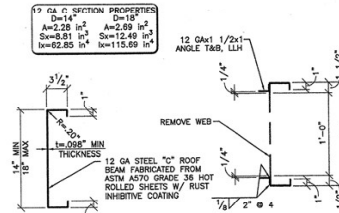
MONO PITCH 10 GA LONGITUDINAL ROOF BM
DETAIL
S3A 1 1/2" = 1'-0"



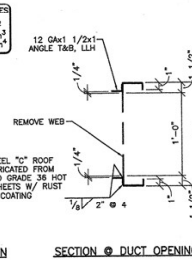
CROSS BRACING
DETAIL
S3A 1 1/2" = 1'-0"



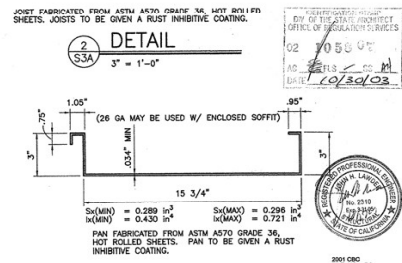
DEEP 10 GA SECTION @ MONO PITCH ROOF



TYPICAL 12 GA SECTION



SECTION @ DUCT OPENING



22 GA ROOF PAN
DETAIL
S3A 3" = 1'-0"

24'x60' TO 120'x60'
EXPOSED STEEL
RELOCATABLE
CLASSROOM



CUSTOMER: _____

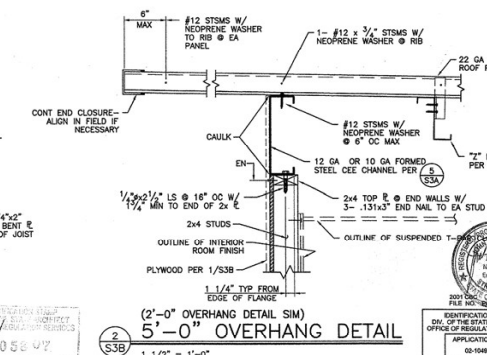
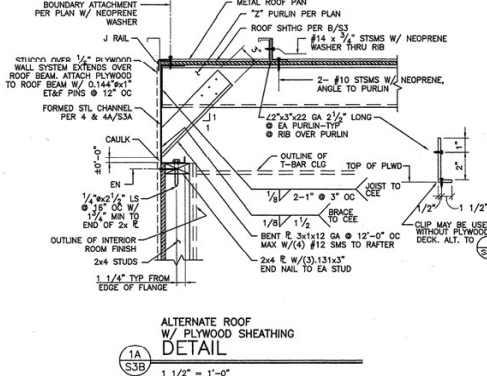
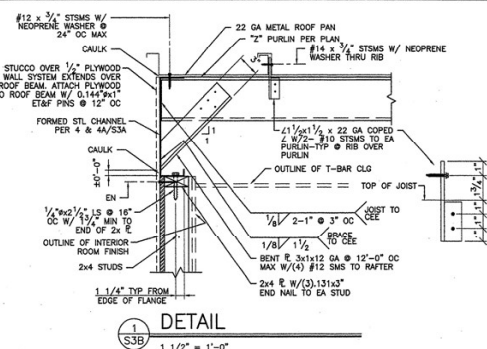
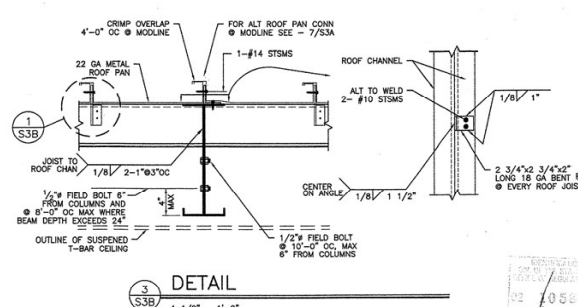
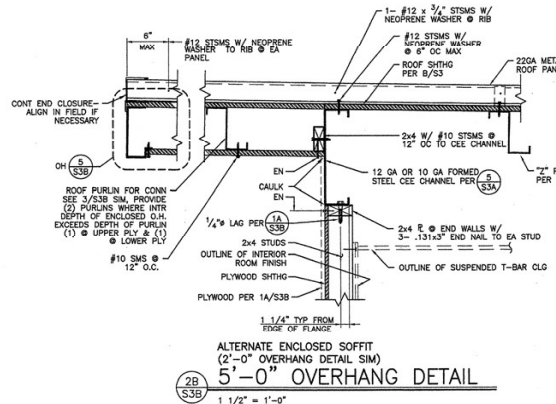
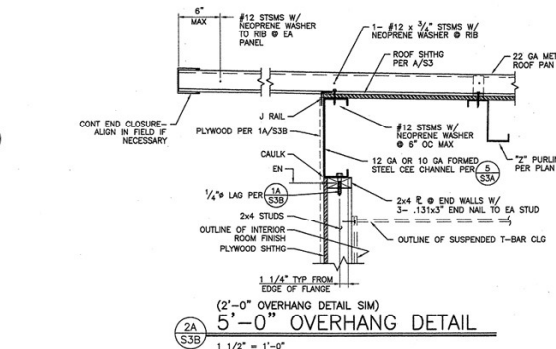
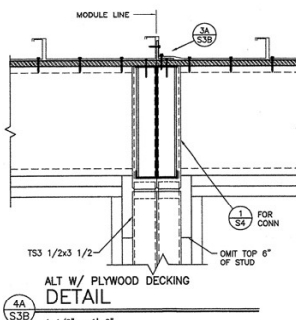
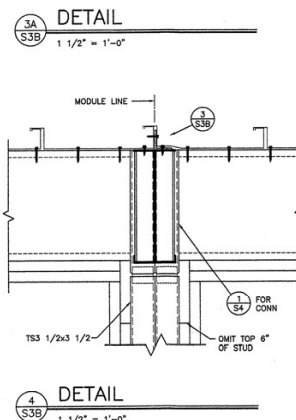
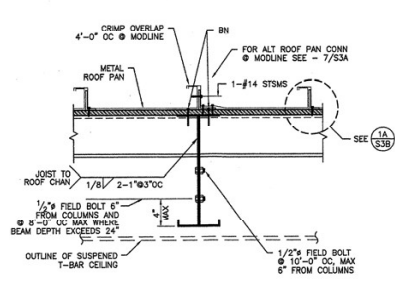
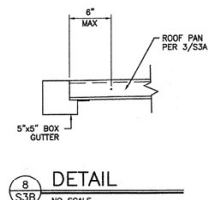
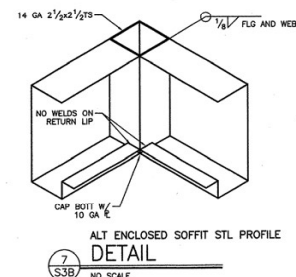
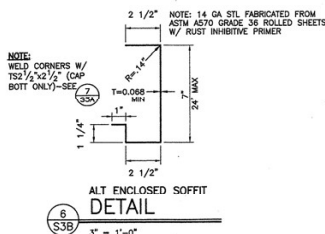
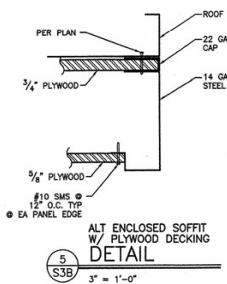
ROOF FRAMING DETAILS

DATE: 8/20/03
SCALE: AS NOTED
DRAWN BY: KEM
DESIGNED BY: MGB
CHECKED BY: KAL
SERIAL NO. _____

REVISIONS					
NO	DATE	DESCRIPTION	NO	DATE	DESCRIPTION
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PROJECT NO.
02156-15

SHEET NO.
S3A



CUSTOMER: _____

ROOF SECTIONS & DETAILS

DATE: 8/26/03

SCALE: AS NOTED

DRAWN BY: MMB

DESIGNED BY: MMB

CHECKED BY: KAL

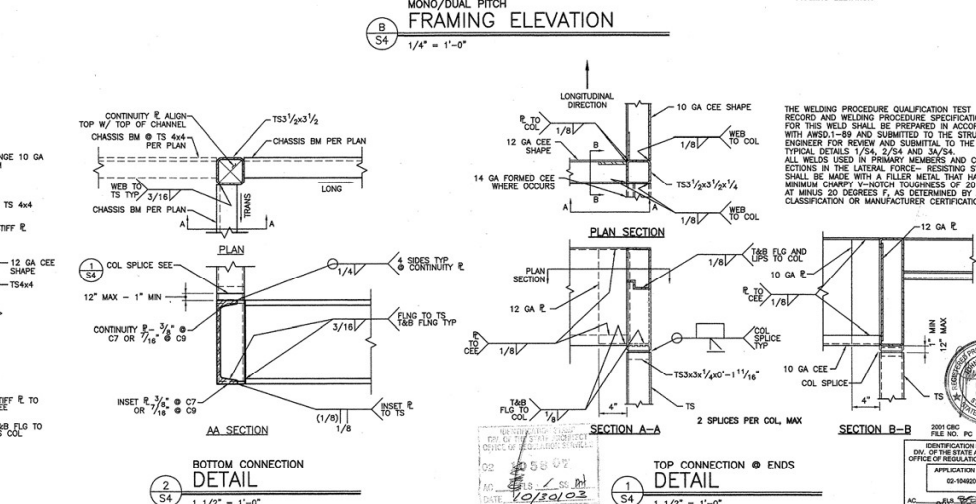
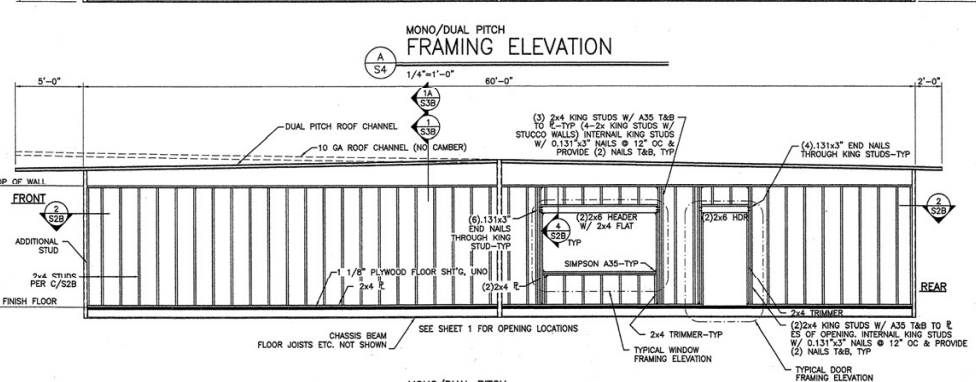
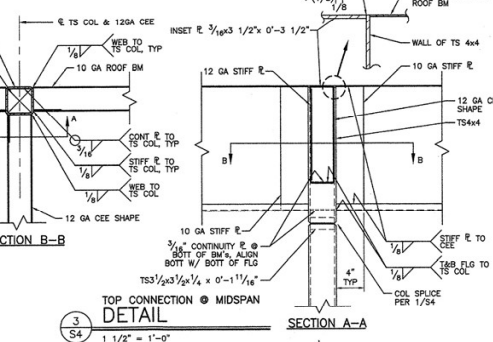
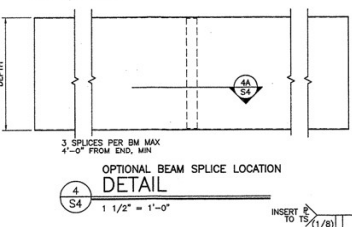
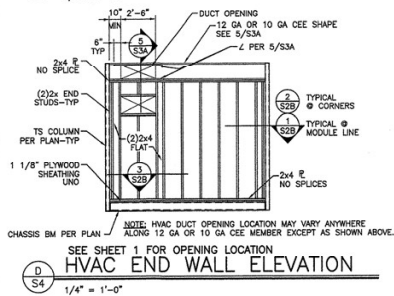
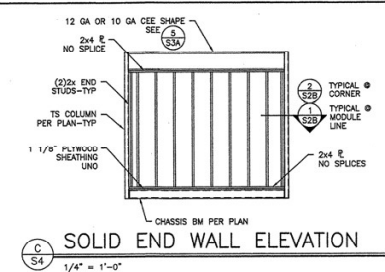
SERIAL NO.:

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PROJECT No. 02156-15

SHEET No. S3B

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
NOV 12 2003
DIVISION OF THE STATE ARCHITECT
SACRAMENTO REGIONAL OFFICE



REVISIONS					
NO	DATE	DESCRIPTION	NO	DATE	DESCRIPTION
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PROJECT No.
02156-15

SHEET No.
S4

GENERAL NOTES
HEATING VENTILATING AND AIR CONDITIONING (HVAC)
1. Heat Pump: Single package wall mounted air to air electric heat pump unit shall be rated in accordance with ARI Standard 240-77.

Reference
Brands: BARD WH421A-XXXXXX
BARD WH482A-XXXXXX
BARD WH60A-XXXXXX

MAXIMUM AC SIZE FOR THIS BUILDING WILL BE A 5-TON UNIT

All units shall be 230/208 volt, 1 phase system, UL tested & approved or comparable and meet current energy standards.

A.) The system shall maintain an automatically controlled indoor classroom temperature of 78 degrees F. When the outdoor dry bulb temperature varies between 100 degrees F. in the summer
B.) The system must maintain the above temperature when the damper is adjusted to use approximately one third fresh air.

2. Ductwork.
A.) Construct all ductwork of galvanized sheet metal in accordance with C.M.C., Ashrae Guide Equipment volume and Smacna Low Velocity Duct Construction manual latest editions. All ductwork shall be insulated with 1" thick fiberglass duct wrap with vapor barrier. Provide 1" duct attenuation of all ductwork within 2'-0" of HVAC unit.

B.) Non-metallic ductwork option: In accessible concealed portions of duct system rigid 1" fiberglass or insulated flex-duct with vapor barrier may be substituted for sheet metal ductwork. All ductwork within 2' of the HVAC unit and all interface connections shall be metal. Ductwork and reinforcement shall be designed for 2" static pressure. Reference Brands: Owens-Corning fiberglass ductboard, 1" thick, and Micro-aire, TYPE 475.

Non-metallic ductwork shall conform to NFPA 90-A and SMACNA Class 1 rating.

3. Air duct insulation and linings shall comply with flame spread less than or equal to 25, smoke generation less than or equal to 50.

4. Supply air diffusers shall be 675 CFM max. 12" round 1" fiberglass or flexduct ductwork specifically designed to provide air thermal cooling systems. 24"x8"x11". Micro-Aire type #475 Owens-Corning, Knauf, Certainteed, or equal and 90- B: UL #131 test, class 1 rating with SMACNA

5. Registers and diffusers: Provide three (Min) 4-way throw air diffusers as manufactured Carnes, Titus, Hart and Cooley, Metalaire, Shoemaker, Barber-Coleman or Krueger commercial grade grills and registers

6. Air conditioning controls
Thermostat: Provide electronic programmable thermostat. Thermostat shall have the following functions:
A.) 5 and 2 weekday/weekend programming with 4 separate time/temperature setting for 24-hour period.
B.) Key board lockout switch.
C.) Programmable display.
D.) 2-hour override minimum.
E.) Status Indicated Led's.
F.) Battery back-up.

Provide locking clear thermostat cover with thermostat cover with access hole for program override. White Rodgers IF92 @ +60° SEALED.

7. Thermal insulation
A.) Roof Insulation: See title 24 energy compliance summary this page.
B.) Walls Insulation: See title 24 energy compliance summary this page.
C.) Floor Insulation: See title 24 energy compliance summary this page.

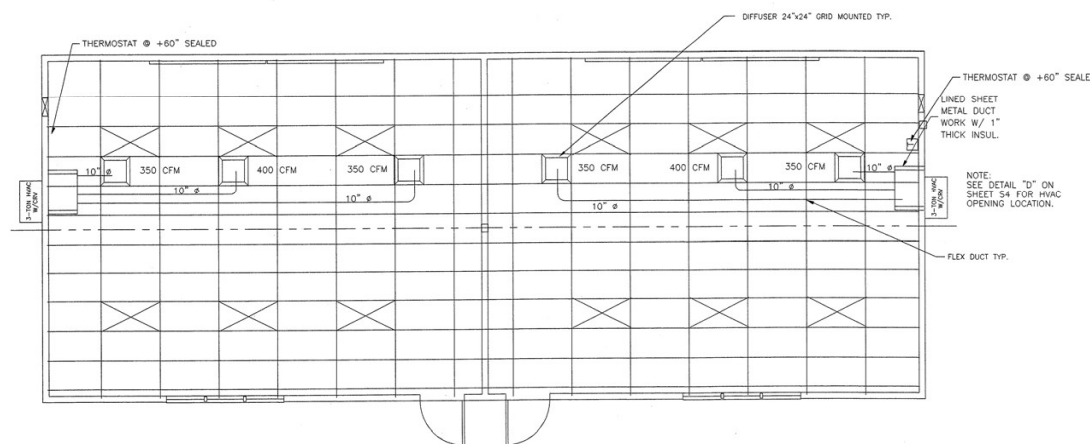
Flame spread and smoke development shall conform to California Building Code sec. 707.

8. Factory-made air ducts. Factory-made air ducts shall be approved for the use intended or shall conform to the requirements of U.M.C. Standard No. 6-1. Each portion of a factory-made air duct system shall be identified by the manufacturer with a label or other suitable identification indicating compliance with U.M.C. Standard No. 6-1 and its class designation.

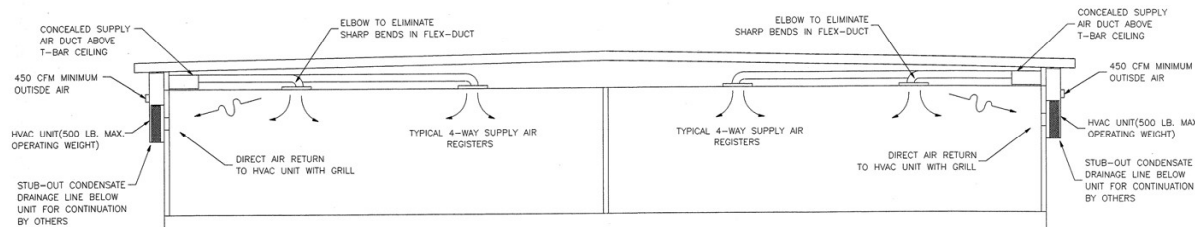
These ducts shall be listed and shall be installed in accordance with the terms of their listing and requirements of UMC STD. 6-1.

NOTE
STUB OUT LOCATIONS FOR WATER, WASTE AND GAS ARE DIAGRAMMATIC ONLY. EXACT LOCATIONS MAY VARY. SEVERAL FEET. PLEASE CONTACT AMERICAN MODULAR SYSTEMS FOR EXACT LOCATIONS. POINT OF CONNECTION WILL BE AT THE FACE OF THE BUILDING.

BASED ON PC# 02-104920



B
M1
HEAT/SUPPLY AIR DUCT LAYOUT
SCALE: 1/4"=1'-0"



A
M1
HEAT/SUPPLY AIR DUCT CROSS SECTION
SCALE: 1/4"=1'-0"

TITLE 24 ENERGY COMPLIANCE SUMMARY			
PC # 02-104920	BUILDING DESCRIPTION: 24x60 Relocatable Classroom	Manufacturer:	American Modular Systems
Area: See Title 24 Energy Compliance Manual Section 10.4.1.1	Zone:	1A, 1B & 1C	
Envelope Measures			
INSULATION	CLADDING		
Roof: R-19 (Batt)	Floor: Solid U-Factor: 0.05		
Wall: R-11 (Batt)	Frame: Metal SIPS: 0.34		
Floor: R-11 (Batt)	Trimming: Scaevole 60		
Lighting Measures			
Code: Quantity, Description	Lamps/Ballasts	Total Watts	
A 110-80 (31.41) recessed 18" dia. Troffer	220W / Electronic	1,056 - 8,280	
No other fixtures per 10' module section			
Controls for Credit: Occ Sensor > 250 sq ft			
Mechanical Measures			
Module: Type: Qty: OSA: Cooling Eff: Heating Eff:			
24 x 60: WH35-A: 3: 104: 1000: 9000: 8,60: 10,000			
24 x 60: WH36-A: 3: 108: 1000: 9000: 1,00: 10,000			
24 x 60: WH482-A: 3: 2867: 1000: 9000: 1,00: 10,000			
24 x 60: WH60-A: 3: 2867: 1000: 9000: 1,00: 10,000			
24 x 60: WH60-A: 3: 2867: 1000: 9000: 1,00: 10,000			
HP T-Stat: Electric Heat (KW): 0.022	Duct Location: concealed	None	
Economizer: ☐	Duct Insulation: R-2		

HVAC CFM CHART		
MODEL NUMBER	DESCRIPTION	MAX. CFM
WH35-A	3 TON HEAT PUMP	1100
WH482-A	4 TON HEAT-PUMP	1550
WH60-A	5 TON HEAT-PUMP	1700

DUCT SUPPORT
Flex duct to be supported with 1-1/2" wide x 26 ga. galv. strap @ max 6'-0" o.c. Attach to rafter W/2 #8 SMS @ each end.
Supply air plenum to be supported with 1-1/2" wide x 26 ga. galv. straps min. 2 per plenum.
Supply air box and diffusers to be supported with (2) 12 ga. hanger wires to box @ opposite corners.
Supply air box and diffusers to be braced with (2) 12 ga. slack wires to box @ opposite corners. Attach supply air diffusers to ceiling grid to resist a lateral load equal to the weight of the diffuser and supply air box W/2 #8 SMS.

THESE DRAWINGS COMPLY WITH THE ENERGY CONSERVATION REQUIREMENTS OF TITLE 24 OF THE STATE OF CALIFORNIA

CUSTOMER:
MOBILE MODULAR MANAGEMENT #377 THRU #381

DATE: 07-14-03
SCALE: NONE
DRAWN BY: M.H.
CHECKED BY:
CHECKED BY:
SERIAL NO.

REVISIONS			
NO	DATE	DESCRIPTION	
1			
2			
3			
4			

PROJECT NO.
SHEET NO.
M1

24x60
RELOCATABLE
CLASSROOMS

AMS
American Modular Systems Inc.
787 Sorensen Ave. Merced, CA 95338
(209)625-1921 Fax (209)625-7018
americanmodular.com

MECHANICAL PLAN & NOTES

Mechanical Mandatory Measures

- Equipment and Systems Efficiency**
- ☐ Any appliance for which there is a California standard established in the Appliance Efficiency Regulations with comply with the applicable standard.
- ☐ Fan type central furnaces shall not have pilot lights.
- ☐ Piping, except that conveying fluids at temperatures between 80 and 105 degrees Fahrenheit, or within HVAC equipment, shall be insulated in accordance with Standards Section 12.3.
- ☐ Air handling duct systems shall be installed and insulated in compliance with Sections 601, 603 and 604 of the Uniform Mechanical Code.
- Controls**
- ☐ Each space conditioning system shall installed with one of the following:
- ☐ Each space conditioning system serving building types such as offices and manufacturing facilities (and all others not explicitly exempt from the requirements of section 122(d)) shall be installed with an automatic time switch with an accessible manual override that allows operation of the system during off-hours for up to 4 hours. The time switch shall be capable of programming different schedules for weekdays and weekends; incorporate an automatic holiday "shut off" feature that turns off all loads for at least 24 hours, then resumes the normally scheduled operation; and has program backup capabilities that prevent the loss of the device's program and time settings for at least 10 hours if power is interrupted; or
- ☐ An occupancy sensor to control the operating period of the system; or
- ☐ A 2-hour timer that can be manually operated to control the operating period of the system.
- ☐ Each space conditioning system shall be installed with controls that temporarily restart and temporarily operate the system as required to maintain a setback heating and/or a setup cooling thermostat setpoint.
- ☐ Each space conditioning system serving multiple zones with combined conditioned floor area more than 25,000 square feet shall be provided with isolation zones. Each zone shall not exceed 25,000 square feet; shall be provided with devices, such as valves or dampers, that allow supply of heating or cooling to be setback or shut off independently of other isolation areas; and shall be controlled by a time control device as described above.
- ☐ Each space conditioning zone shall be controlled by an individual thermostat control that responds to temperature within the zone. Where used to control heating, the control shall be adjustable down to 55 degF or lower. For cooling, the control shall be adjustable up to 85 degF or higher. Where used to control both heating and cooling, the control shall be capable of providing a dead band of at least 5°F within which the supply of heating and cooling is shut-off or reduced to a minimum.
- ☐ Thermostats shall have numeric setpoints in degrees Fahrenheit (F) and adjustable setpoint stops accessible only to authorized personnel.
- ☐ Heat Pumps shall be installed with controls to prevent electric resistance supplementary heater operation when the heating load can be met by the heat pump alone.

Ventilation

- ☐ Controls shall be provided to allow outside air dampers or devices to be operated at the ventilation rates as specified in these plans.
- ☐ Gravity or automatic dampers interlocked and closed on fan shutdown shall be provided on the outside air intakes and discharges of all space conditioning and exhaust systems.
- ☐ All gravity ventilating systems shall be provided with automatic or readily accessible manually operated dampers in all openings to the outside, except for combustion air openings.
- ☐ Air Balancing: The system shall be balanced in accordance with the National Environmental Balancing Bureau (NEBB) Procedural Standards (1983), or Associated Air Balance Council (AABC) National Standards (1986); or
- ☐ Outside Air Certification: The system shall provide the minimum outside air as shown on the mechanical drawings, and shall be measured and certified by the installing licensed C-20 Mechanical contractor and certified by (1) the design mechanical engineer, (2) the installing licensed C-20 mechanical contractor, or (3) the person with overall responsibility for the design of the ventilation system; or
- ☐ Outside Air Measurement: The System shall be equipped with a calibrated local or remote device capable of measuring the quantity of outside air continuously basis and displaying that quantity on a ready accessible display; or
- ☐ Another method approved by the Commission.

Envelope Mandatory Measures

- ☐ Installed Insulating Material shall have been certified by the manufacturer to comply with California Quality Standards for Insulating material, Title 20
- ☐ All Insulating Materials shall be installed in compliance with the flame spread rating and smoke density requirements of Sections 2602 and 707 of the Title 24, Part 2
- ☐ All Exterior Joints and openings in the building that are observable sources of air leakage shall be caulked, gasketed, weatherstripped or otherwise sealed.
- ☐ Site Constructed Doors, Windows, and Skylights shall be caulked between the unit and the building, and shall be weatherstripped (except for uniformed glass doors and fire doors).
- ☐ Manufactured Doors and Windows installed shall have air infiltration rates not exceeding those shown in Table Number 1-E of standards. Manufactured fenestration products must be labeled for U-value according to NFRC procedures.
- ☐ Demising Walls in Nonresidential Buildings: The Opaque portions of rates not exceeding those shown in framed demising walls in nonresidential buildings shall have insulation with an installed R-value of no less than R-11 between framing members.

Mechanical Mandatory Measures - Cont.

Service Water Heating Systems

- ☐ If a circulating hot water system is installed, it shall have a control capable of automatically turning off the circulating pump(s) when hot water is not required.
- ☐ Lavatories in restrooms of public facilities shall be equipped with controls to limit the outlet temperature to 110°F.
- ☐ Lavatories in restrooms of public facilities shall be equipped within of the following:
- ☐ Outlet devices that limit the flow of hot water to a maximum of 0.5 gallons per minute
- ☐ Foot actuated control valves, and outlet devices that limit the flow of hot water to a maximum of 0.75 gallons per minute.
- ☐ Proximity sensors actuated control valves, and outlet devices that limit the flow of hot water to a maximum of 0.75 gallons per minute
- ☐ Self-closing valves, and outlets devices that limit the flow of hot water to a maximum of 2.5 gallons per minute, and 0.75 gallons/cycle (circulating system).
- ☐ Self-closing valves, and outlet devices that limit the flow of hot water to a maximum of 2.5 gallons per minute, and 0.50 gallons/cycle (non-circulating system).
- ☐ Self-closing valves, and outlet devices that limit the flow of hot water to a maximum of 2.5 gallons per minute, and 0.75 gallons/cycle (foot switches and proximity sensor controls).
- Pools and Spas**
- ☐ Pool and/or spa heating systems or equipment shall be installed only if the manufacturer has certified that the system or equipment meets the requirements of *114 and *115 of the Energy Efficiency Standards. Equipment shall not have a pilot light. All such systems shall be installed with at least 36" of pipe between the filter and the heater to allow for the future addition of solar heating equipment.
- ☐ A cover shall be provided for outdoor pools.
- ☐ A cover shall be provided for outdoor spas.
- ☐ Pools shall be installed with directional inlets that adequately mix the pool water.
- ☐ Pool circulation pump(s) shall be provided with a time switch that allows the pump to be set to run in the off-peak electrical demand period, and for the minimum time necessary to maintain the water in the conditions required by applicable public health standards.

Lighting Mandatory Measures

- ☐ For every floor, all interior lighting systems shall be equipped with a separate automatic control to shut off the lighting. This automatic control shall meet the requirements of Section 19 and may be an occupancy sensor, automatic time switch, or other device capable of automatically shutting off the lighting.
- ☐ Override for Building Lighting Shut-Off: The automatic building shut-off system is provided with a manual, accessible override switch in sight of the lights. The area of override is not to exceed 5,000 square feet.
- ☐ Automatic control Devices Certified: All automatic devices specified are certified, all alternate equipment shall be certified and installed as directed by the manufacturer.
- ☐ Fluorescent Ballast and Luminaires Certified: All fluorescent fixtures specified for the project are certified and listed in the Directory. All installed fixtures shall be certified.
- ☐ Tandem Wiring for One and Three Lamp Fluorescent Fixtures: All one and three lamp fluorescent fixtures are tandem wired with two lamp ballasts were required by Standards Section 132; or all three lamp fluorescent fixtures are specified with electronic high-frequency ballasts and are exempt from tandem wiring requirements.
- ☐ Individual Room/Area Controls: Each room and area in this building is equipped with a separate switch or occupancy sensor device for each area with floor-to-ceiling walls.
- ☐ Uniform Reduction for Individual Rooms: All rooms and areas greater than 100 square feet and more than 0.8 watts per square foot of lighting shall be controlled with Bi-level switching for uniform reduction of lighting within the room.
- ☐ Daylight Area Control: All rooms with windows and skylights, that are greater than 250 square feet, and that allow for the effective use of daylight in the area shall have 50% of the lamps in each daylight area controlled by a separate switch; or the effective use of daylight cannot be accomplished because the windows are continuously shaded by a building on the adjacent lot. Diagram of shading during different times of year is included on plans.
- ☐ Control of Exterior Lights: Exterior mounted fixtures and served from the electrical panel inside the building are controlled with a directional photo cell control on the roof and a corresponding relay in the electrical panel.
- ☐ Display Lighting: Display lighting Exterior mounted fixtures and served shall be separately switched on circuits that are 20 amps or less.

24 X 60 THRU 120 X 60
RELOCATABLE
CLASSROOMS



CUSTOMER:

ENERGY MANDATORY MEASURES

DATE: 10-03-03
DRAWN BY: Y.A.
CHECKED BY:
SERIAL NO.

REVISIONS			
NO	DATE	DESCRIPTION	NO
1			
2			
3			
4			

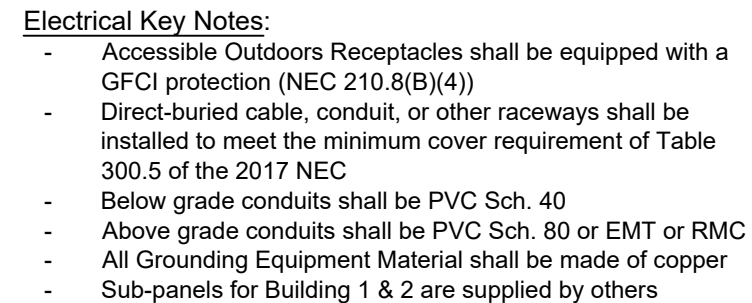


FILE NO. 02
GENERATION STAMP
DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
PC #02-104920
AC - FL 11/15/03
DATE OCT 22 2003

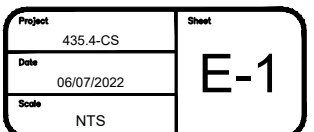
PROJECT No.

SHEET No.

M2



*All Grounding Equipment Material shall be made of copper





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 5.C.

TO: Planning Commission

BY: Beth Rocha, Senior Planner

DATE: August 10, 2022

SUBJECT: BOARD OF ARCHITECTURAL REVIEW APPLICATION NO. BAR-22-08: ROARK CRAVEN, APPLICANT, AND HOVERCRAFT LLC, PROPERTY OWNER, REQUEST DESIGN APPROVAL FOR UPGRADED PARKING LOT LANDSCAPING, INCLUDING THE REMOVAL OF 45 PALM TREES AND THE PLANTING OF 12 CANOPY TREES LOCATED IN THE PARKING LOT AT THE HOME DEPOT, SMART & FINAL, AND STAPLES SHOPPING CENTER AT CANYON DEL REY BOULEVARD (APN:011-561-013) IN THE REGIONAL COMMERCIAL (CRG) ZONING DISTRICT, THE PROJECT IS CATEGORICALLY EXEMPT CLASS 4, SECTION 15304(B) FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

PURPOSE & RECOMMENDATION

In accordance with Seaside Municipal Code (SMC), Section 17.62.030.B.1, Architectural review shall be required for nonresidential projects: all new construction. The following is also applicable, is Section 17.62.030.B.8 of the Board of Architectural Review approval is required for any change(s) to projects that previously received Architectural Review approval from the Board of Architectural Review that cannot be approved by the Zoning Administrator in accordance with Section 17.64.090 (Changes to an Approved Project).

BACKGROUND

On October 1, 2020 the city adopted a resolution to approve a purchase and sale agreement (PSA) for the Home Depot parking lot, with the stipulation that the owners would submit an updated landscaping plan to the City to improve the aesthetics of the property. Additionally, provision 26 of the PSA (Attachment 2) states:
Parking Lot Rehabilitation. Within ninety (90) day after the Close of Escrow, Buyer shall

submit a rehabilitation plan to the City of Seaside for the parking areas of the Property reflecting the Buyer's commitment to improve accessibility, to increase landscaping and tree canopy and to reduce the impacts of day labor. The rehabilitation plans shall be approved by the City of Seaside, such approval not to be unreasonable withheld. After such approval, Buyer will complete such rehabilitation within the time period reasonably agreed upon by the parties.

PROJECT DESCRIPTION

The landscape plans have been submitted and include the removal of 45 palm trees, some of which have caused some damage to the curbs of the medians in which they were planted, which is most likely due to the small size of the planting area within the medians that cannot adequately accommodate a root system. The root systems of palms are quite smaller than those of trees, as palms are classified as grasses and typically only penetrate the soil to a depth of three (3) feet; whereas tree root systems grow deeper and wider, up to the width of the canopy above. Additionally, the plans show 12 trees to be planted species; eight, *Melaleuca quinquenervia*, and four, *Cupressus macrocarpa* in accord with the conditions of approval as outlined in the Arborist's Report (Attachment 3).

ENVIRONMENTAL REVIEW

The project is categorically exempt Class 4, Section 15304(b) from the California Environmental Quality Act.

STAFF ANALYSIS

SMC section 17.34.110.E.1 Parking Design and Development Standards, Landscaping of parking lots. Landscaping shall be provided throughout the parking lot as a combination of ground cover, shrubs, and trees.

The proposed use is allowed within the Regional Commercial (CRG) zone district and complies with all other applicable provisions of the Zoning Ordinance and Municipal Code.

Evidence: The property is located in the CRG zoning district, subject to Design Review approval (SMCS 17.30.100.E; Table 3-5).

Evidence: The proposed landscaping changes would be composed of native shrubs and canopy trees.

F. Conditions of approval. A list of approved plant species is provided by the Arborist and is included in the Resolution.

1. The proposed use is allowed within the applicable zone and complies with all other applicable provisions of the Zoning Ordinance and the Municipal Code.

Evidence: In accordance with the SMC 17.14.030, Table 2-6, Commercial Zone Development Standards, the proposed project adheres to all setbacks and development regulations.

2. In compliance with Section 17.30.100.2c of the SMC, standards for the location, required size, and allowable uses of setbacks. This structure is exempt.

Evidence: The proposed landscape changes have been designed to be consistent in quality, scale, and architectural relationship with the site and there are no significant visual impacts to the adjacent properties. The proposed landscaping complies with the setback of the zone.

ENVIRONMENTAL DETERMINATION

This project is exempt from the California Environmental Quality Act pursuant to Class 4, Section 15304(b): New gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire resistant landscaping.

Evidence: It can be seen with certainty that the proposed changes are minor and will not have any impact on the environment.

ATTACHMENTS

1. Attachment 1: Resolution
 2. Attachment 2: 2020 Purchase and Sale Agreement
 3. Attachment 3: Arborist Report
 4. Exhibit A to Attachment 1 Project Plans
-

RESOLUTION NO. 21-XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SEASIDE, STATE OF CALIFORNIA, APPROVING A LANDSCAPE REDESIGN REQUEST FOR UPGRADING A PARKING LOT LANDSCAPING INCLUDING THE REMOVAL OF 45 PALM TREES AND THE PLANTING OF 12 CANOPY TREES LOCATED IN THE PARKING LOT AT THE HOME DEPOT, SMART & FINAL, AND STAPLES SHOPPING CENTER AT CANYON DEL REY BOULEVARD (APN:011-561-013) IN THE REGIONAL COMMERCIAL (CRG) ZONING DISTRICT

WHEREAS, Roark Craven, applicant, and Hovercraft LLC, property owner have applied for Board of Architectural Review application to request design approval for upgraded parking lot landscaping, including the removal of 45 palm trees and the planting of 12 canopy trees located in the parking lot at the Home Depot, Smart & Final, and Staples Shopping Center, and

WHEREAS, the proposed project requires discretionary approval, and it is the responsibility of the Planning Commission to consider and weigh the merits of the application and public input in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code; and

WHEREAS, the Seaside Planning Commission considered oral comments and written information concerning the proposed amendment at a duly noticed public hearing held on August 10, 2022; and

WHEREAS, the project is exempt from the California Environmental Quality Act pursuant to a Class 4 Section 15304(B)

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission adopts the following findings for Board of Architectural Review, BAR-22-08:

- 1. The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Ordinance and the Municipal Code.**

Evidence: The proposed project is located within the Regional Commercial (CRG) Zoning District in which an ancillary use to a private school is permitted with use permit approval.

- 2. The proposed use is consistent with the General Plan and any applicable specific plan**

Evidence: The proposed use is consistent with the underlying Regional Commercial (CRG) land use designation as a commercial center.

Evidence: The proposed use is consistent with Policy LU-1.3 of the Seaside General Plan Land Use Element such that the re-design in landscaping would, encourage

regional commercial and visitor-serving commercial development that will enhance the identity of Seaside and attract visitors to the community.

- 3. The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and planned future land uses in the vicinity.**

Evidence: The location, size, and operating characteristics of the project would be compatible with the character of the site, and the land uses and development intended for the surrounding area by the Seaside General Plan.

- 4. The site is physically suitable for the type, density and intensity of use being proposed, including access, utilities, and the absence of physical constraints.**

Evidence: The project site is served by existing water, wastewater, and electrical infrastructure and facilities with adequate capacity to serve the proposed project.

- 5. Granting the permit would not be detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zone district in which the property is located.**

Evidence: The granting of a Use Permit would not create significant noise, traffic, or other conditions or situations that may be objectionable or detrimental to other permitted uses in the vicinity or adverse to the public interest, health, safety, or welfare of the City.

BE IT FURTHER RESOLVED, that the Planning Commission approves Board of Architectural Review Application No. BAR-22-08 subject to the following conditions:

Specific – Planning:

1. Tree species shall include at least three (3) *Melaleuca quinquenervia* or *Eucalyptus sideroxylon* var. *rosea*, *Lophostemon confertus*, *Pinus canariensis*
2. Minimum planting size 15-gal.
3. If trees must be staked, places stakes as low as possible, but no higher than 2/3 the height of the tree. Materials used to tie the tree to the stake should be flexible and allow for movement all the way down to the ground so that trunk taper develops correctly. Removal all staking material after roots have established. This can be as early as a few months, but

should be no longer than one growing season. Materials used for permanent tree protections should never be attached to the tree.

4. Topping, “rounding over, or “rounding the crown” is prohibited. Reduction cuts made back to live, lateral branches that are at least 1/3 the diameter of the removed stem is acceptable.

5. Pruning shall only be conducted by an ISA Certified Arborist.

Specific – Public Works:

1. Proposed project must implement storm water best management practices (BMPs) during construction.(SMC 8.46)

a. Complete and submit a Storm Water Compliance Tracking Form, with signature.

b. A project specific Erosion and Sediment Control Plan (ESCP) is required.

2. Post-development peak storm water runoff rates shall not exceed predevelopment rate. A pro rata share of the cost of offsite erosion sediment, and flood control improvements and/or for maintenance to the principal drainage way may be required by the city engineer to handle the increase peak runoff and/or sediment generated by the project.(SMC 15.32.170)

a. Applicant, to clearly show direction of storm water drainage from new or redeveloped impervious surfaces.

b. Drainage shall not be directed to adjacent properties.

c. Plans shall clearly denote, in table format, the pre-project impervious surface area, new impervious surface area created, replaced impervious surface area, and post-project impervious surface area.

Standard:

1. The applicant agrees as a condition and in consideration of the approval of this discretionary permit that it will defend, indemnify and hold harmless the City of Seaside or its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul this approval. The applicant will reimburse the City for any court costs and attorney's fees, which the City may be required by a court to pay as a result of such action. City may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his obligations under this condition. The City shall promptly notify the applicant of any such claim, action, or proceeding, and the City shall cooperate fully in the defense thereof.
2. Any proposed future development or change in use shall comply with the requirements of the Fire, Health, Planning, Code Enforcement, Building and Public Works Departments.
3. The proposed project shall comply with the applicable requirements of the Monterey Peninsula Water Management District for the installation of new water fixtures.
4. The issuance of building permits involving the installation of new water shall be subject to the availability of an adequate supply of water and sewer capacity to serve the project.
5. Water conservation fixtures shall be provided in the proposed project.
6. The permit shall have no force or effect unless and until accepted, and the terms thereof agreed to, in writing, by the applicant and property owner within fifteen (15) days from the date of its approval.
7. Design Review approval will become null and void if a building permit is not obtained within one (1) year from the date of approval to begin construction on the project.
8. For purposes of assuring compliance, the applicant, agents, representatives or their assignees agree not to deny or impede access to the subject property by City employees in the performance of their duties.

PASSED AND ADOPTED at the regular meeting of the Planning Commission of the City of Seaside, State of California, on the August 10, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

William Silva, Chairperson

ATTEST:

Gabriela Gonzales, Planning Commission Secretary

BOARD OF ARCHITECTURAL REVIEW
APPLICATION NO. BAR-22-08
RESOLUTION NO. 21-XX

These permits are hereby accepted upon the express terms and conditions hereof, and shall have no force or effect unless and until agreed to, in writing, by the applicant and property owner(s).

The undersigned hereby acknowledge the approved terms and conditions and agree to fully conform to, and comply with, said terms and conditions within the time frames approved by the City of Seaside Planning Commission.

Applicant's Signature

Date

Property Owner's Signature

Date

PURCHASE AND SALE AGREEMENT

AND

ESCROW INSTRUCTIONS

by and between the

CITY OF SEASIDE
as Parking Authority for the Laguna Grande Parking District
("Seller")

and

HOVERCRAFT LLC, a California limited liability company as to an undivided eighty percent (80%) interest as a tenant-in common and BJC SEASIDE, LLC, an Indiana limited liability company as to an undivided twenty percent (20%) interest as a tenant-in common
("Buyer")

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EXHIBIT A LEGAL DESCRIPTION OF THE PROPERTY

Exhibit A-1 DEPICTION OF THE PROPERTY EXHIBIT B FORM OF GRANT
DEED

EXHIBIT C CERTAIN DEFINITIONS

EXHIBIT D LIST OF DOCUMENTS DELIVERED TO BUYER

EXHIBIT E LANDSCAPING PLAN

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Agreement") is dated as of October 7, 2020 ("the Effective Date") and is entered into by and between HOVERCRAFT LLC, a California limited liability company as to an undivided eighty percent (80%) interest as a tenant-in common and BJC SEASIDE, LLC, an Indiana limited liability company as to an undivided twenty percent (20%) interest as a tenant-in common ("Buyer") and the CITY OF SEASIDE, a municipal corporation [, as successor agency to the Redevelopment Agency of the City of Seaside] ("Seller").

RECITALS

A. Seller is the owner of the three tracts of land in the City of Seaside, County of Monterey, State of California, more particularly described on Exhibit A and depicted on Exhibit A-1 attached hereto and made a part hereof, (a) the "Parking Site", (b) the "Front Parcel" and (c) the "Garden Site" together with all improvements thereon (collectively, the "Property").

B. Buyer desires to purchase the Property from Seller.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement and for other valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller agree as follows:

1. Purchase and Sale. Subject to and in accordance with the terms and conditions hereinafter set forth, Seller agrees to sell Property to Buyer, and Buyer agrees to purchase the Property from Seller.

2. Opening and Closing of Escrow. Within five (5) business days after the Effective Date, the parties shall open an escrow ("Escrow") with Chicago Title Insurance Company ("Escrow Holder" and "Title Company"), at 250 Bonifacio Place, Monterey, California; and shall deliver a copy of this fully executed Agreement to said Escrow Holder. "Close of Escrow" shall be the date that a grant deed for the Property in favor of Buyer, is recorded in the Official Records of the Monterey County Recorder's Office. Close of Escrow shall occur on or before the date that is thirty (30) days after the expiration of the Due Diligence Period, as defined in Section 5 below ("Outside Closing Date").

3. Purchase Price; Deposit.

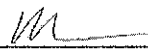
(a) The purchase price for Property to be paid by Buyer shall be Five Hundred Seventy-two thousand and two hundred forty dollars (\$572,240) (i.e. the fair market value of the Property as set forth in an appraisal ("Appraisal") prepared by a licensed appraiser, who has been appointed by Seller) ("Purchase Price").

(b) Contemporaneously with the opening of Escrow, Buyer shall deposit with Escrow Holder the sum of Twenty Five Thousand (\$25,000) (the "Deposit"). Escrow Holder shall deposit the Deposit into an interest bearing account. The Deposit shall be refundable to Buyer if this Agreement is terminated prior to the expiration of the Due Diligence Period. On the Close of Escrow, the Deposit shall be applied toward the Purchase Price. In the event this

Agreement is terminated by Buyer under Section 5.5 below or as a result of a default by Seller or this Agreement otherwise expressly provides for the Deposit to be refunded, then the Deposit shall be refunded to Buyer.

IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS HEREIN PROVIDED BY REASON OF DEFAULT OF BUYER, IT IS AGREED THAT THE DEPOSIT THEN HELD BY ESCROW HOLDER SHALL BE NON-REFUNDABLE AND SELLER SHALL BE ENTITLED TO SUCH DEPOSIT, WHICH AMOUNT SHALL BE ACCEPTED BY SELLER AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW AND IN EQUITY. IT IS AGREED THAT SAID AMOUNT CONSTITUTES A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671 ET SEQ. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR IMPOSSIBLE TO PRESENTLY PREDICT WHAT MONETARY DAMAGES SELLER WOULD SUFFER UPON BUYER'S FAILURE TO COMPLETE ITS PURCHASE OF THE PROPERTY. BUYER DESIRES TO LIMIT THE MONETARY DAMAGES FOR WHICH IT MIGHT BE LIABLE HEREUNDER AND BUYER AND SELLER DESIRE TO AVOID THE COSTS AND DELAYS THEY WOULD INCUR IF A LAWSUIT WERE COMMENCED TO RECOVER DAMAGES OR OTHERWISE ENFORCE SELLER'S RIGHTS. IF FURTHER INSTRUCTIONS ARE REQUIRED BY ESCROW HOLDER TO EFFECTUATE THE TERMS OF THIS SECTION, BUYER AND SELLER AGREE TO EXECUTE THE SAME. THE PARTIES ACKNOWLEDGE THIS PROVISION BY PLACING THEIR INITIALS BELOW:


SELLER'S INITIALS

BC 
BUYER'S INITIALS

3.1 Prorations. The following items are to be prorated as of Close of Escrow: (i) non-delinquent taxes (if any); (ii) non-delinquent assessments, if any (on a per square foot basis); and (iii) any utilities charges (if said utilities cannot be transferred to Buyer's name on the Closing Date). All prorations shall be made as if Buyer were the owner of the Property on the entire day of Closing.

4. Title Insurance.

(a) Within five (5) business days after the opening of Escrow, Seller and Buyer shall cause Title Company to furnish Buyer with a title report for the Property, together with copies of all documents referenced therein as exceptions to title (collectively, the Title Report").

(b) Buyer shall have until the date that is five (5) business days prior to the expiration of the Due Diligence Period to deliver to Seller and Escrow Holder written notice (the "Preliminary Title Notice") of Buyer's approval, conditional approval or disapproval of the title exceptions disclosed in the Title Report (excluding the standard printed exceptions in the form of title policy and taxes and assessments which are liens not yet due and payable). All matters not

timely disapproved by Buyer will be deemed approved. All such exceptions disapproved by Buyer are referred to herein as "Disapproved Exceptions".

(c) Seller shall have Ten (10) business days after receipt of Buyer's Preliminary Title Notice to commit to cause any such Disapproved Exceptions to be released of record, or commit to cause the Title Company to endorse over such Disapproved Exceptions pursuant to an endorsement or endorsements acceptable to Buyer in its sole and absolute discretion, or elect not to remove or endorse over Disapproved Exceptions. If Seller fails to deliver its response notice within said two (2) business days, Seller shall be deemed to have elected not to eliminate or endorse over all matters disapproved or conditionally approved by Buyer provided that in all events, Seller shall be obligated to remove, at Seller's sole cost and expense, all monetary liens, including deeds of trust, mechanic's liens, judgment liens and delinquent taxes (collectively, "Monetary Liens").

(d) If Seller elects not to commit to remove (or is deemed not to commit to remove) and elects not to cause the Title Company to endorse over (or is deemed to elect not to cause Title Company to endorse over in a manner acceptable to Buyer in its sole and absolute discretion), a Disapproved Exception (other than Monetary Liens, as to which Seller's obligation to remove is absolute), Buyer shall have the option, to be exercised prior to the expiration of the Due Diligence Period to elect to terminate this Agreement, in which case the Deposit shall be returned to Buyer. If Buyer fails to terminate the Agreement prior to the expiration of the Due Diligence Period, Buyer shall be deemed to have elected take title subject to the Disapproved Exceptions.

(e) Buyer's fee title to the Property shall be insured at the Close of Escrow by an CLTA Standard Coverage Owner's Policy of Title Insurance in the amount of the Purchase Price, issued by Title Company (or, at the option of Buyer, an ALTA policy if Buyer performs an ALTA survey at Buyer's cost during the period described in Section 4(b) above and requires an ALTA Extended Coverage Owner's Policy of Title Insurance). All title exceptions approved or deemed approved by Buyer as provided above shall be referred to as "Permitted Exceptions".

(f) Seller shall not encumber the Property or otherwise cause a change in the condition of title during the period from Effective Date to the earlier of Close of Escrow or the date of the termination of this Agreement.

5. Due Diligence; Right Of Entry.

5.1 Buyer hereby acknowledges receipt of the documents described on Exhibit "D". Seller shall make any additional documents reasonably requested by Buyer available to Buyer during the term of this Agreement. Seller hereby grants Buyer and its agents, employees, contractors and subcontractors (collectively "Representatives") the right to enter on the Property until 5:00 p.m. Pacific Time on the date that is 90 days after the Effective Date (the "Due Diligence Period") for the purpose of inspecting the physical and environmental condition of the Property, including soils and geological matters and toxic or hazardous substances and other contamination subject to scheduling and coordination with the Seller (call City Manager at 831-899-6701). All such investigations shall be at Buyer's expense. All work performed by Buyer and its Representatives will be performed diligently and in a manner consistent with the

standards of care, diligence and skill exercised by recognized consulting firms for similar services, and in accordance with professional standards and the requirements of any governmental agency or entity and all applicable laws, and shall not disturb, or otherwise violate the rights of tenants if any).

5.2 Buyer and its Representatives shall promptly notify the Seller of any discovery, spill, release, or discharge of any Hazardous Substances, as defined in Exhibit C, on, under or about the Property which is discovered, encountered, or results from or is related to the Buyer's or its Representatives' access to and/or use of the Property under this Agreement.

5.3 In connection with the inspections of the Property by Buyer and its Representatives (including, without limitation, any survey), Buyer shall, at its own cost and expense, take any necessary action to keep the Property, and any improvements and personally thereon, in good order and repair and safe condition to the extent that such Property, improvements or personality were in such condition prior to its entry, and the whole of the Property, in a clean, sanitary and orderly condition, including, without limitation, ensuring that any holes, ditches or other indentations, as well as any mounds or other inclines created by any excavation by Buyer or its Representatives are regraded, resurfaced and compacted. If any portion of the Property or an adjacent property, including improvements and fixtures, suffers damage or alteration by reason of the access and activities of Buyer or its Representatives on the Property, Buyer shall, at its own cost and expense, promptly repair all such damage and restore the Property or adjacent property to as good a condition as before such damage or alteration occurred, or if it cannot be repaired, Buyer shall replace such damaged or altered property to the extent possible.

5.4 Prior to entering the Property, Buyer shall provide Seller with reasonable evidence that Buyer has reasonable insurance covering Buyer's activities on the Property. In any event, Buyer shall defend, protect, indemnify, and hold free and harmless Seller and its employees, agents, and representatives, and their successors, and assigns (individually as "Indemnitee" and collectively, "Indemnities"), free and harmless from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever (collectively, the "Claims"), including fees of accountants, attorneys, expert witnesses, or other professionals, and all costs associated therewith, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Buyer or any of its Representatives arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to entry upon the Property pursuant to this Section. The foregoing indemnity, however, shall in no event include any obligations with respect to Buyer's mere discovery of a pre-existing condition at the Property.

5.5 If Buyer determines, in its sole and absolute discretion, for any reason, or no reason that the condition of the Property is not acceptable to Buyer, then Buyer may terminate this Agreement by written notice to Seller given on or before the end of the Due Diligence Period. In the event of any such termination, the Deposit shall be refunded to Buyer and neither party shall have any further obligations to the other, except for those obligations that are expressly intended to survive termination. If Buyer fails to so terminate this Agreement, Buyer shall be deemed to have approved all aspects of the condition of the Property.

6. Deposit of Documents and Funds in Escrow.

(a) Seller and Buyer, as applicable, hereby covenant and agree to deliver to Escrow Holder at least one (1) business day prior to Close of Escrow the following instruments, documents, and funds, the delivery of each of which shall be a condition of the Close of Escrow.

(b) Seller shall deliver:

(i) A Grant Deed in the form attached hereto as Exhibit "B" duly executed and acknowledged by Seller;

(ii) A Withholding Exemption Certificate Form 593-C as contemplated by California Revenue and Taxation Code §18662 (the "Withholding Affidavit") duly executed by Seller;

(iii) A Certification of Non-Foreign Status in accordance with Internal Revenue Code Section 1445 duly executed by Seller;

(iv) Such proof of Seller's authority and authorization to enter into this transaction as the Title Company may require in order to issue the Title Policy.

(c) Buyer shall deliver:

(i) The Purchase Price (less the Deposit) together with such funds as are required to pay for costs and expenses payable by Buyer hereunder;

(ii) Each of the Buyer and Seller may waive (in writing) any condition of the Close of Escrow set forth in this Section 6.

7. Authorization to Record Documents and Disburse Funds. Escrow Holder is hereby authorized to record the documents and disburse the funds and distribute the documents called for hereunder upon the Close of Escrow, provided each of the following conditions has then been fulfilled:

(a) The Title Company can issue the Title Policy, with a liability in the amount of the Purchase Price, showing fee title to the Property vested in Buyer, subject only to the Permitted Exceptions.

(b) Seller and Buyer shall have deposited in Escrow the documents and funds required pursuant to Section 6.

8. Prorations; Charges. Property taxes and assessments, shall be prorated as of the close of Escrow as provided in Section 3.1 above. Buyer shall pay (i) all of the the escrow fees and charges of Escrow Holder, (ii) the cost of all endorsements to the Title Policy and any extended coverage, and (iii) Buyer's share of the charges prorated under this Agreement. Seller shall pay: (i) all recording charges, if any; and (ii) any documentary transfer taxes. If the Escrow shall fail to close for any reason other than Seller's default, Buyer shall pay any applicable Escrow cancellation charges.

9. Condemnation; Destruction. All risk of loss with respect to the Property shall remain with Seller until after the Close of Escrow and delivery of possession of the Property to Buyer. If at any time prior to the Close of Escrow, the Property, or any portion thereof, is damaged by fire or other casualty or taken or appropriated through eminent domain or similar proceedings, or is condemned for any public or quasi-public use, Buyer may terminate this Agreement and receive a refund of the Deposit. If Buyer terminates this Agreement, Seller shall be entitled to receive all insurance proceeds payable to Buyer or Seller or all condemnation proceeds actually paid for that portion of the property taken. If Buyer elects to maintain this Agreement in full force and effect, then upon Close of Escrow, Buyer shall be entitled to receive all insurance proceeds payable to Seller or all condemnation proceeds actually paid for that portion of the Property taken or, if such proceeds have been paid to Seller, Buyer shall receive a credit against the Purchase Price equal to the amount of proceeds actually paid to Seller. Buyer shall also be entitled to any reduction in the Purchase Price in the amount equal to Seller's insurance deductible. In the event the Agreement is not terminated, Seller shall not compromise, settle or adjust any claims without the prior written consent of Buyer.

10. Default. In the event of a breach or default under this Agreement by either Seller or Buyer, the non-defaulting party shall have the right to terminate this Agreement and the Escrow for the purchase and sale of the Property by delivering written notice thereof to the defaulting party and to Escrow Holder, and if Buyer is the non-defaulting party, Buyer shall thereupon promptly receive a refund of the Deposit. In addition to the foregoing, if Buyer is the non-defaulting party t Buyer shall also have he right to specific performance of this Agreement.

11. As Is; Release. Except for Seller's express representations and warranties contained in this Agreement and in any documents delivered at Closing, Buyer is acquiring the Property "AS IS, WHERE IS" without any representation or warranty of Seller, express, implied or statutory, as to the nature or condition of or title to the Property or its fitness for Buyer's intended use of same. Buyer is familiar with the Property. Buyer is relying solely upon its own, independent inspections, investigations and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller, including, without limitation, an analysis of any and all matters concerning the condition of the Property and its suitability for Buyer's intended purposes, and a review of all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Property.

EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENTS DELIVERED AT CLOSING, BUYER ACKNOWLEDGES AND AGREES THAT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY OR ANY MATTER RELATED THERETO, INCLUDING, WITHOUT LIMITATION, THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, AND COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR THE PRESENCE, ABSENCE, CONDITION OR STATUS

OF ANY HAZARDOUS MATERIALS. BUYER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS, AND THAT SELLER HAS NO OBLIGATIONS TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS OR REMEDIATE ANY HAZARDOUS MATERIALS.

BY INITIALING BELOW, THE BUYER ACKNOWLEDGES THAT (i) THIS SECTION 11 HAS BEEN READ AND FULLY UNDERSTOOD, (ii) THE BUYER HAS HAD THE CHANCE TO ASK QUESTIONS OF ITS COUNSEL ABOUT ITS MEANING AND SIGNIFICANCE, AND (iii) THE BUYER HAS ACCEPTED AND AGREED TO THE TERMS SET FORTH IN THIS SECTION 11.

BC M
BUYER'S INITIALS

Buyer waives and releases as of the Close of Escrow any and all claims it may have against Seller relating to the physical condition of the Property (including, without limitation, the presence or release hazardous materials or substances). To the extent of such waiver and release, Buyer expressly waives its rights, if any, under California Civil Code Section 1542 which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

BC M
Buyer's Initials

12. Notices. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by recognized national courier service. Notices shall be considered given upon the earlier of (a) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested or (b) the following business day if sent by overnight courier. A copy of all notices shall be sent to Escrow Holder. Notices shall be addressed as provided below for the respective party; provided that any party may change its address for notices by written notice given to the other party.

Buyer: Hovercraft, LLC and BJC Seaside LLC tenants in
Common.
C/O Bryan Chandler
6402 Cornel Ave
Indianapolis, Indiana 46220

cc: Mark Dall, Esq.
11051 Mirador Lane
Fishers, Indiana 46037
raymarcabl@att.net

Seller: City of Seaside
440 Harcourt Avenue
Seaside, California 93955
Attn.: City Manager

W/ Email copy to Cityattorney@ci.seaside.ca.us

Escrow Holder: Chicago Title Insurance Company
250 Bonifacio Place
Monterey CA 93940
(831) 375-2262

13. Broker's Commissions. The parties hereto acknowledge that this transaction did not involve a broker, salesperson or finder ("Broker") representing either Buyer or Seller. Each party shall defend, indemnify and hold the other party harmless from and against any and all claims for any broker's commissions or similar compensation that may be payable to a Broker based on communications between the indemnifying party and such Broker. The provisions of this Section shall survive the Close of Escrow.

14. Standard Instructions. Each party agrees to execute Escrow Holder's supplemental reasonable standard instructions as may be necessary or proper in order to consummate the transactions contemplated by this Agreement; provided, however, in the event of a material conflict between the terms hereof and the terms of such standard instructions, the terms hereof shall control.

15. Time is of the Essence. The parties hereto agree that time is of the essence with respect to each term, condition and covenant hereof.

16. Successors and Assigns. The provisions of this Agreement are expressly binding upon, and shall inure to the benefit of, the parties hereto and their successors in interest and assigns.

17. Entire Agreement. This Agreement, together with all exhibits hereto, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

18. Severability. Invalidation of any of the terms, conditions, covenants, or other provisions contained herein by judgment or court order shall in no way affect any of the other terms, conditions, covenants, or provisions hereof, and the same shall remain in full force and effect.

19. Amendments. Any amendments to this Agreement shall be effective only when duly executed by Seller and Buyer and deposited with Escrow Holder.

20. Attorneys' Fees. In the event that suit is brought for the enforcement of this Agreement or as the result of any alleged breach thereof, the prevailing party or parties in such suit shall be entitled to recover their reasonable attorneys' fees, costs, and expenses from the losing party or parties, and any judgment or decree rendered in such proceedings shall include an award thereof.

21. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of Seller and Buyer and no other parties are intended to be direct or incidental beneficiaries of this Agreement.

22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of law principles.

23. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Agreement, pdf signatures shall be deemed to be original signatures, and shall be followed by the immediate overnight delivery of original signature pages.

24. Assignment of Agreement. Neither Buyer nor Seller may assign or transfer their respective rights or obligations under this Agreement without first obtaining the prior written consent of the other, which consent may be granted or withheld in its sole and absolute discretion. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement to an affiliated entity as long as notice is delivered to Seller at least five (5) business days prior to Closing.

25. Seller Representations. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property from Seller, Seller hereby makes the following covenants, representations and warranties to Buyer as of the date of this Agreement: (a) Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Seller is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth in this Agreement; (b) to Seller's actual knowledge, there is no litigation pending which is reasonably likely to materially and deleteriously affect the marketability or Buyer's contemplated use of the Property; (c) there is no actual or pending proceeding against the Property in eminent domain; (d) Seller is not a party to any lease, license or other occupancy agreement with respect to the Property except as previously disclosed to Buyer; (e) there are no purchase options, rights of first refusal, rights of first offers or other rights to purchase the Property; and (f) Seller has provided or shall provide or make available to Buyer, all reports pertaining to the environmental condition of the Property in Seller's possession.

26. Parking Lot Rehabilitation. Within ninety (90) days after the Close of Escrow, Buyer shall submit a rehabilitation plan to the City of Seaside for the parking areas of the

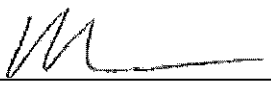
Property reflecting Buyer's commitment to improve accessibility, to increase landscaping and tree canopy and to reduce the impacts of day labor. The rehabilitation plan shall be approved by the City of Seaside, such approval not to be unreasonably withheld. After such approval, Buyer will complete such rehabilitation within the time period reasonably agreed upon by the parties.

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

BUYER:

Hovercraft LLC,
a California limited liability company

By: SCGA Partners, LLC,
a Georgia limited liability company,
its sole member, as to an undivided
eighty percent (80%) interest as tenant in
common

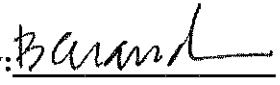
By: 

Name: Ronald B. Russ

Title: Chief Operating Officer

BJC SEASIDE, LLC,

an Indiana limited liability company, as to an
undivided twenty percent (20%) interest as
tenant in common

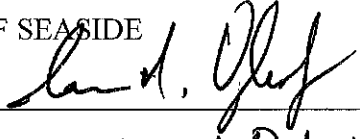
By: 

Name: Bryan Chandler

Title: President

SELLER:

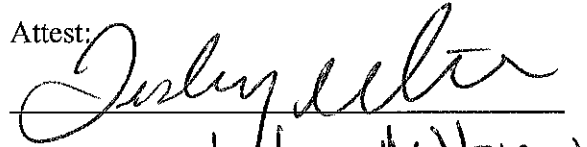
CITY OF SEASIDE

By: 

Print Name: Ian N. Oglesby

Mayor

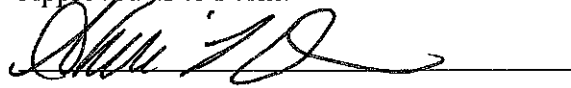
Attest:



Print Name:

Wesley Dutton
City Clerk

Approved as to Form:



LIST OF EXHIBITS

- | | |
|-------------|-----------------------------------|
| Exhibit A | Legal Description of the Property |
| Exhibit A-1 | Depiction of the Property |
| Exhibit B | Form of Grant Deed |
| Exhibit C | Certain Definitions |
| Exhibit D | List of Documents |
| Exhibit E | Landscaping Plan |

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 011-561-013, 011-561-014, 011-561-015, 011-561-016, 011-561-017, 011-561-019 and
011-561-027

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SEASIDE, COUNTY OF
MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcels "A-1", "A-2", "A-3", "A-4", "A-5", "B" and "I", as said parcels are shown on that certain map entitled "Tract
739, Official Map of Laguna Grande Redevelopment Project", filed August 1, 1974, in Volume 12 of Maps, "Cities
and Towns", at Page 60, Records of Monterey County.

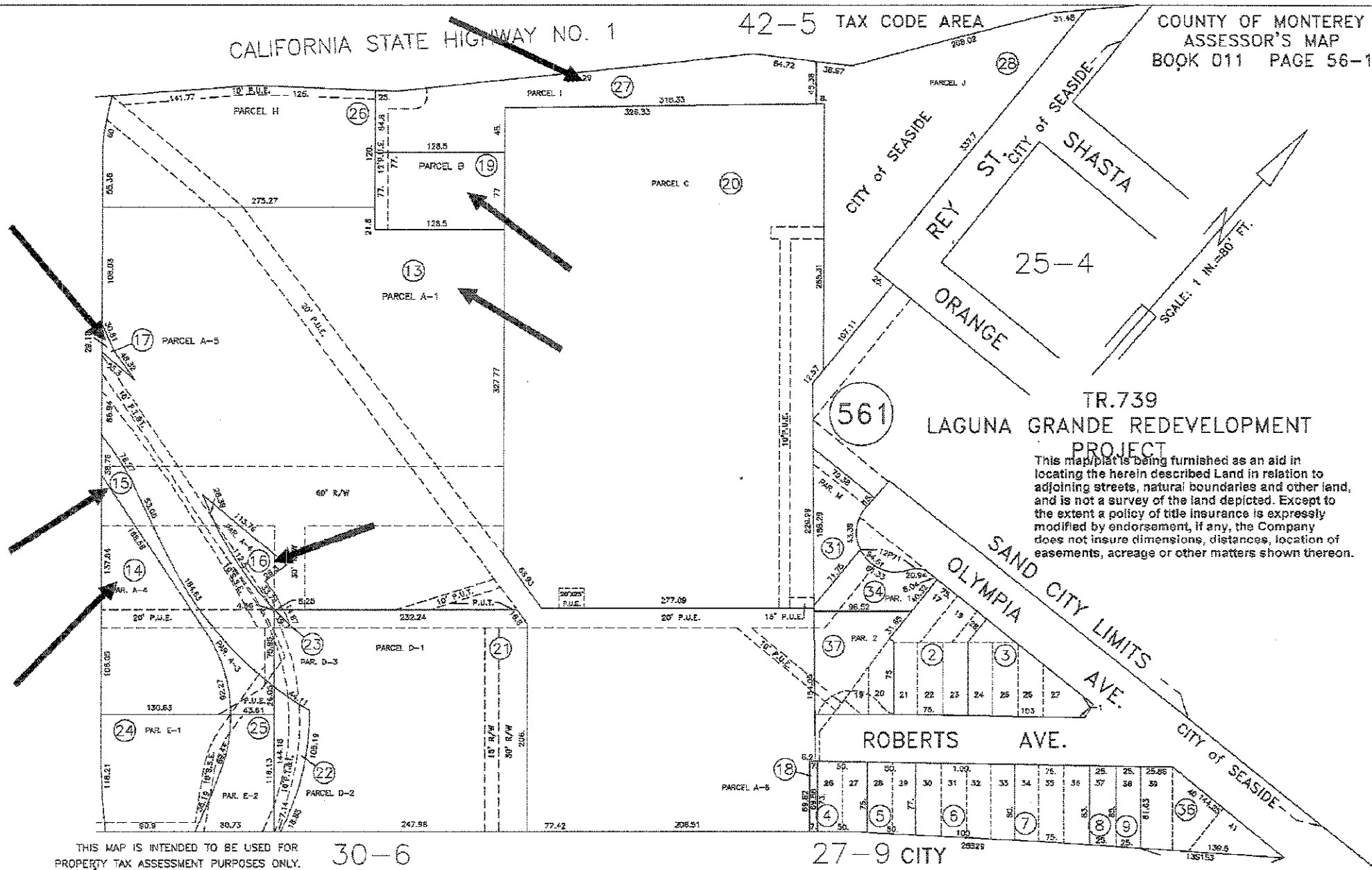


EXHIBIT B

FORM OF GRANT DEED

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO
(AND SEND TAX STATEMENTS TO):

Attn: _____

[SPACE ABOVE FOR RECORDER'S USE ONLY]

This document is exempt from the
payment of a recording fee pursuant to
Government Code Section 27383

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES AS FOLLOWS:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF SEASIDE, a municipal corporation [, as successor agency to the Redevelopment Agency of the City of Seaside] (the "Grantor") hereby grants to HOVERCRAFT LLC, a California limited liability company as to an undivided eighty percent (80%) interest as a tenant-in common and BJC SEASIDE, LLC, an Indiana limited liability company as to an undivided twenty percent (20%) interest as a tenant-in common ("Grantee") the land in the City of Seaside, County of Monterey, State of California, more particularly described on Exhibit A attached hereto and all improvements thereon and all rights and appurtenances relating thereto (the "Property").

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date set forth below.

Dated: _____, 20__

CITY OF SEASIDE

By: _____
Print Name: _____
Mayor

ACKNOWLEDGEMENT

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

ACKNOWLEDGEMENT

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Legal Description of the Property

(Attached.)

EXHIBIT C

CERTAIN DEFINITIONS

Environmental Condition means any condition of the Property that exists prior to or after the Closing Date, with respect to the air, land, soil, surface, subsurface strata, surface water, ground water, storm water or sediments.

Environmental Laws means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) [42 USCS §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (RCRA) [42 USCS §§ 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 USCS §§ 1251 et seq.]; the Toxic Substances Control Act (TSCA) [15 USCS §§ 2601 et seq.]; the Hazardous Materials Transportation Act (HMTA) [49 USCS §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USCS §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §§ 6901 et seq.]; the Clean Air Act [42 USCS §§ 7401 et seq.]; the Safe Drinking Water Act [42 USCS §§ 300f et seq.]; the Solid Waste Disposal Act [42 USCS §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USCS §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 USCS §§ 11001 et seq.]; the Occupational Safety and Health Act [29 USCS §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [H & S C §§ 25280 et seq.]; the California Hazardous Substances Account Act [H & S C §§ 25300 et seq.]; the California Hazardous Waste Control Act [H & S C §§ 25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H & S C §§ 24249.5 et seq.]; the Porter-Cologne Water Quality Act [Wat C §§ 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

Hazardous Substances includes without limitation:

(a) Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;

(b) Those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 CFR Part 302];

(c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

(d) Any material, waste, or substance that is

(i) a petroleum or refined petroleum product,

(ii) asbestos,

(iii) polychlorinated biphenyl,

(iv) designated as a hazardous substance pursuant to 33 USCS § 1321 or listed pursuant to 33 USCS § 1317,

(v) a flammable explosive, or

(vi) a radioactive material.

EXHIBIT D

LIST OF DOCUMENTS DELIVERED TO BUYER

[SELLER -- PLEASE PROVIDE LIST]



Beth Rocha
Home Depot tree removal/replacement.

- I. The plans call out for 45 Palm tree removals.
- II. The site plan discusses replacement locations.
- III. You made a comment regarding the palm trees classified as grasses.
- IV. You requested a “No Topping” condition
- V. You asked for thoughts on possible species for replant
- VI. you wanted an opinion on support stakes.

The intent of a tree ordinance is to better clarify the City of Seaside's role of tree preservation in the community with regard to the replacement of trees on public and private property and assessing punitive damages for trees that are removed or planted illegally.

Chapter 8.55 Trees. City of Seaside

8.54.010 Findings and declaration of intent.

Trees provide aesthetics, contribute to the attractiveness, shade, and habitat. Trees sustain and enhance property value, provide screens and buffers to separate land uses while promoting public health and safety.

The role of the palm trees currently established within narrow planting strips in the Home Depot parking lot currently fall into the requirement of **8.54.010**. The trees are established and to some, are aesthetically pleasing. There is minimal shade offered but the trees do provide habitat to local birds and animals. The trees do add to the property value and do separate the hardscape of the parking lot and building from passing motorist.

There are many benefits trees offer to contribute towards improving the environment of shopping areas, but the main reasons determined from research are:

1. **Aesthetics:** Quite simply, visual preference ratings were higher for shopping areas with trees and much lower when trees were not present. This was particularly the case when large mature trees provide canopy cover over the pavement and/or street.
2. **Distance Perception:** People are willing to travel further and more often to visit retail environments with mature tree cover. Shoppers have also indicated that upon arriving, they will spend more time in retail districts with trees.
3. **Product Pricing:** Shoppers surveyed in one study were willing to pay 9 to 12% more for goods and services in shopping areas with large, mature trees.

The removal of 45 trees with the replacement of only 12 can have future impacts the the parking lot. The large expanse of paved asphalt parking lot absorbs sunlight and can generate a significant amount of heat on sunny days. The temperatures in the Home Depot parking lot can be 20-40 degrees higher than the surrounding areas. During summer days, parking lots often create a heat island effect where they can actually raise temperatures in the surrounding areas. The increased temperatures place greater demand for energy to cool surrounding buildings. The excess heat within the parking lots can lead to more rapid deterioration of the pavement surface and heating of vehicles. In less than an hour, a closed car in an unshaded parking lot can achieve temperatures in excess of 140 degrees. Not only does this produce an

extremely dangerous condition, but it forces drivers to use excess air-conditioning to cool down their vehicles. Excessive heat in parking lots can make for an unpleasant place for pedestrians and people.

Based on my observation of the provided site plans, only 12 locations are noted for replacement. This is a significant loss of canopy coverage for the parking lot. My walkthrough of the lot determined there is significant space for replacement trees with a possibility of multiple species to be utilized. I would suggest that sites be noted onsite and on site plans for replacement of new trees. The removal of 45 trees without an equal amount of replacement trees will diminish the meaning of **8.54.010**. If space does not allow for an equal number of replants, then as many as allowable should be the recommendation

Palm trees are angiosperms, which means flowering plants. They are monocots which means their seeds produce a single, leaf-like cotyledon when they sprout. This makes palms closely related to grasses and bamboos. Because palm trees belong to the same class or category as grass, many often classify the plant as grass. Grasses belong to the Poaceae family, while palms belong to the Arecaceae family.

Chapter 8.54 TREES City of Seaside

8.54.020 Definitions.

“Tree” means a woody perennial plant which usually but not necessarily has a single trunk and a height of ten feet or more, or has a circumference of twenty inches measured at twenty-four inches above the ground.

8.54 020 would categorize most of the Palm trees within the Home Depot parking lot as “A Tree”.

Wikipedia:

In botany, a tree is a perennial plant with an elongated stem, or trunk, usually supporting branches and leaves. In some usages, the definition of a tree may be narrower, including only woody plants with secondary growth, plants that are usable as lumber or plants above a specified height. In wider definitions, the taller palms, tree ferns, bananas, and bamboos are also trees.

8.54.040 Permit--Application requirements--Issuances.

A. Any person who wishes to remove, alter a tree, or plant a prohibited species of tree on private property in the city may apply in writing to do so. Such application shall identify the property on which the tree is located, or to be planted, provide a perimeter outline of an existing or proposed building on the property, specify the location of the tree, and furnish a brief statement of the reason for the request, along with such other information as the director of public works may require.

A City of Seaside application for permit to trim, remove or plant a tree on private property has been submitted. The application nor the site plans provided indicate where the trees to be removed are located. The site plans do indicate where 12 replacement trees are to be planted. The application does require the applicant to indicate where the trees are located on the property that are requested to be removed or trimmed. It is recommended to have the applicant indicate on their site plans which trees are to be removed.

Although there is no discussion of “Topping” within the City of Seaside Tree Ordinance, topping creates a health and safety crisis for the tree. Pruning away live, green tissue reduces the tree’s ability to photosynthesize and manufacture food products. This action also creates wounds that require energy to close. Topping slows the growth of the tree, which reduces its ability to maintain food sources, and ruins tree architecture. “Rounding over” or “rounding the crown” is the same as topping. Indiscriminate pruning to an improper lateral or internodal cutting permanently damages the tree as the branch stubs die and the tree decays. The interior wood of topped branches, which is typically older, can decay rapidly, making new sprouts more susceptible to failure as they grow in length and weight. If height and spread are issues, use best practices to reduce tree size. Make reduction cuts by removing stems and branches back to live, lateral branches that are at least one-third the diameter of the removed stem. It is recommended that an ISA Certified Arborist that is professionally trained in the latest scientific advances assist with tree maintenance of established and newly planted trees within the scope of the project.

8.54.030 Permit Required for certain tree removal, alteration or planting.

B. It is unlawful to plant within the city any Coast Redwood, Blue Gum Eucalyptus, Willow, Cottonwood or Poplar, without a permit issued as provided in this chapter. (Ord. 871 §1(part), 1997: Ord. 706 §2(Exh. A) (part), 1986).

Trees noted on the site plan are a total of twelve replacement trees. None of the mentioned replacement trees are noted on **8.54.030**

(8) *Melaleuca quinquenervia*

(4) *Hesperocyparis macrocarpa*

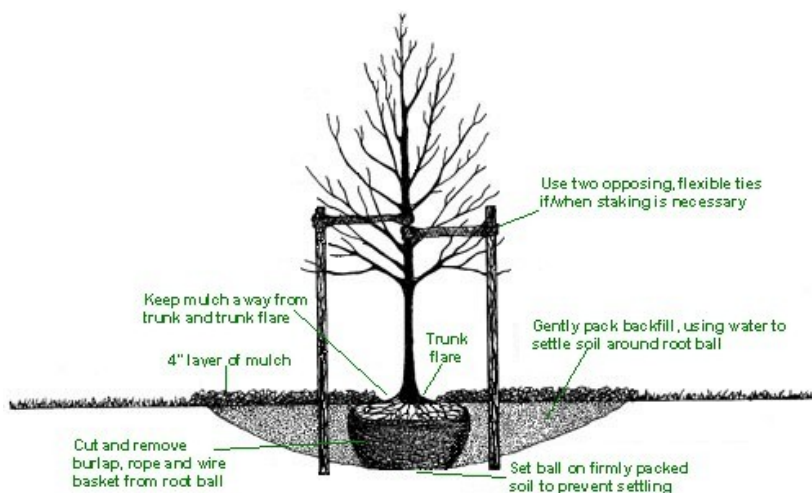
The species selected are suitable for this site with the *Hesperocyparis macrocarpa* already established within the parking lot and surrounding areas. I would suggest using more *Melaleuca quinquenervia* along with some other suggestions.

- *Eucalyptus sideroxylon* var. *rosea*
- *Pinus canariensis*
- *Lophostemon confertus*

It is recommended to plant 15 gallon trees when replacing new trees onsite.

Planting Detail If trees must be staked, place stakes as low as possible but no higher than 2/3 the height of the tree. Materials used to tie the tree to the stake should be flexible and allow for

movement all the way down to the ground so that trunk taper develops correctly. Remove all staking material after roots have established. This can be as early as a few months, but should be no longer than one growing season. Materials used for permanent tree protection should never be attached to the tree.



Certifying Statement

I, Albert Weisfuss, certify that:

- I have personally overseen the inspection of this tree and property referred to in this report, and have stated my findings accurately.
- I have no current or prospective interest in the vegetation or the property that is the subject of this report and have no personal interest or bias with respect to the parties involved.
- The opinions and conclusions stated herein are my own.
- My compensation is not contingent upon the reporting of a predetermined conclusion that favors the cause of the client or any other party.

July 5, 2022

Albert Weisfuss
Albert Weisfuss

Date

Arborists Disclosure:

1. Arborists are tree specialists who use their education, knowledge, training and experience to examine trees, recommend measures to enhance the beauty and health of the trees and attempt to reduce the risk of living near trees. Arborists cannot detect every condition that could possibly lead to the structural failure to a tree. Since trees are living organisms, conditions are often hidden within the tree and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specific period of time. Likewise, remedial treatments cannot be guaranteed. Trees can be managed but they cannot be controlled. To live near trees is to accept some degree of risk and the only way to eliminate all risk associated with trees is to eliminate all of the trees.
2. Where the treatment, pruning and/or removal of trees are involved, it is the Client's responsibility to advise Consultant of any issues regarding property boundaries, property ownership, site lines, disputes between neighbors and other related issues.
3. Consultant shall invoice Client periodically for the services rendered. Client shall pay such invoices upon receipt. If invoices are not paid within 30 days, a late payment shall be charged of 1 ½ percent per month.
4. Consultant shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. No warranty, representation or guarantee, express or implied, is intended by this agreement.
5. Services provided under this agreement, including all reports, information or recommendations prepared or issued by Consultant, are for the exclusive use of the Client for the project specified herein. No other use is authorized under this agreement. Client will not distribute or convey Consultant's reports or recommendations to any other person or organization other than those identified in the project description without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such distribution.
6. Consultant is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under the direct control of the Consultant, nor responsible for their acts or omissions or for any damages resulting there from.
7. Client and Consultant agree to mediate any claims or disputes arising out of this agreement, before initiating any litigation. The mediation shall be conducted by a mediation service acceptable to the parties. The parties shall make a demand for mediation within a reasonable time after a claim or dispute arises and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees would be shared equally. In the event that mediation does not resolve the issue, the parties agree to proceed through binding arbitration. The prevailing party in such proceeding shall be entitled to a reasonable sum for attorney's fees and expert witness fees.
8. Client agrees to indemnify, defend and hold harmless Consultant from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the project and/or this agreement, except to the extent that said damages or losses are caused by Consultant's sold negligence or willful misconduct.
9. If, during the course of performance of this agreement, conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this agreement, Consultant shall notify Client in writing of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this agreement. If amended terms and conditions cannot be agreed upon within 30 days after notice, Consultant may terminate this agreement and be compensated under paragraph 4 in this agreement.
10. This agreement may be terminated by either party upon 10 days' notice sent first class mail. In the event of a termination, Client shall pay for all reasonable charges for work performed by Consultant through the 10th day after mailing the notice of termination. The limitation of liability and indemnity obligations of this agreement shall be binding notwithstanding any termination of this agreement.
11. This agreement is the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, statements or agreements, either written or oral. Writing signed by both parties may only amend this agreement.
12. In the event that any term or provision in this agreement is found to be unenforceable or invalid for any reason, the remainder of this agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
13. Neither Client nor Consultant shall assign this agreement without the written consent of the other.
14. Nothing in this agreement shall create a contractual relationship for the benefit of any third party.

L. Roark A. Craven can't afford to landscape and mitigation plan complying with all Monterey County landscaping requirements including use of native drought tolerant, non-invasive species. limited budget and low water conserving irrigation technology. Date: 12/2/2017	Roark A. Craven roark@cravenlandscaping.com PHONE (831) 394-6967 FAX (831) 394-8474 343 ROBERTS AVENUE SEASIDE, CA 93955	 Craven LANDSCAPING
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