



A G E N D A
CITY OF SEASIDE
PLANNING COMMISSION

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Wednesday, October 26, 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>
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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. APPROVAL OF MINUTES

A. APPROVAL OF AUGUST 10, 2022 MINUTES

6. BUSINESS ITEMS

A. PROPOSED AMENDMENTS TO SEASIDE MUNICIPAL CODE SECTIONS 17.52.251 AND 17.52.252 PERTAINING TO SHORT-TERM RENTALS

RECOMMENDATION: Adopt a Resolution recommending the City Council of the City of Seaside adopt an ordinance amending Seaside Municipal Code Sections 17.52.251 and 17.52.252 pertaining to Short-Term Rentals.

B. ARCHITECTURAL REVIEW APPLICATION NO. BAR-22-11: DLR GROUP, APPLICANT, AND SEASIDE ACQUISITION GROUP, PROPERTY OWNER, ARE REQUESTING DESIGN REVIEW APPROVAL FOR ARCHITECTURAL AND SITE PLAN MODIFICATIONS FOR A REVISED HOTEL DESIGN FOR THE SEASIDE RESORT PROJECT LOCATED AT 2 MCCLURE WAY IN THE V-FO (FORT ORD VISITOR SERVING COMMERCIAL) ZONING DISTRICT. IN ACCORDANCE WITH SECTION 15164 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AN ADDENDUM

**HAS BEEN PREPARED FOR THE PROPOSED PROJECT WITH
CONSIDERATION OF THE PREVIOUSLY CERTIFIED EIR ADOPTED FOR
THE SEASIDE RESORT PROJECT**

RECOMMENDATION: In accordance with the terms of the Amended and Restated Development and Disposition Agreement dated June 2019 (Amended DDA) for the development of the Seaside Resort Project, Seaside Resort LLC is requesting modifications to the architectural and site plan design review approval for the construction of a revised hotel design for the Hotel component of the Seaside Resort property within the V-FO Zoning District. In accordance with SMC section 17.62.030.B.1., architectural review is required for all new construction of nonresidential projects. Additionally, in accordance with Section 15164 of the California Environmental Quality Act (CEQA) Guidelines, an Addendum ("the Addendum") has been prepared to the previously certified Seaside Resort Environmental Impact Report (EIR) to evaluate the proposed architectural and site modifications being made to the Hotel component.

7. REPORTS FROM COMMISSIONERS

8. REPORTS FROM STAFF

9. ADJOURNMENT

Next Regularly Scheduled Meeting:
November 9, 2022
6:00 PM

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<http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas>

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DRAFT MINUTES

CITY OF SEASIDE
PLANNING COMMISSION

REGULAR MEETING
COUNCIL CHAMBER

Wednesday, August 10, 2022
6:00 PM

1. CALL TO ORDER

Chair Silva called the meeting to order at 6:01 p.m.

2. ROLL CALL - ESTABLISHMENT OF QUORUM

PRESENT: DODSON, EVANS, LA MICA, OWENS, MADRIGAL, SILVA
ABSENT: HUYNH

3. REVIEW OF AGENDA

Chair Silva requested to add the approval of Minutes from the July 13, 2022 Planning Commission Meeting to the agenda.

On motion by Commissioner Evans and second by Commissioner Owens, and carried by the following vote, the Planning Commission moved to approve adding the approval of Minutes from the July 13, 2022 Planning Commission Meeting to the agenda.

RESULTS: 6-0-0-1

AYES: Dodson, Evans, La Mica, Silva, Owens, Madrigal

NOES: None

ABSTAIN: None

ABSENT: Huynh

ACTION: APPROVE ADDING ITEM TO THE AGENDA

4. PUBLIC COMMENT

None

5. APPROVAL OF MINUTES

A. APPROVE MINUTES FROM JULY 13, 2022

On motion by Commissioner Evans and second by Commissioner La Mica, and carried by the following vote, the Planning Commission moved to approve the minutes of July 13, 2022.

There were no comments from the public.

RESULTS: 3-0-3-1
AYES: Evans, La Mica, Silva
NOES: None
ABSTAIN: Dodson, Owens, Madrigal
ABSENT: Huynh

ACTION: APPROVED

6. 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.

Associate Planner, Jose Torres provided a presentation and responded to questions from the Commission. Applicant Megan Jones provided comments agreeing with the conditions set for the approval of her permit and thanked Staff and the Commissioners for their consideration.

There were no comments from the public.

On motion by Commissioner Evans and second by Commissioner Owens, and carried by the following vote, the Planning Commission moved to approve application No. UP-22-05 for 1165 Luxton Street.

RESULTS: 6-0-0-1
AYES: Dodson, Evans, La Mica, Silva, Owens, Madrigal
NOES: None
ABSTAIN: None
ABSENT: Huynh

ACTION: APPROVE UP-22-05 FOR 1165 LUXTON STREET

B. MINOR USE PERMIT NO. UP-22-06: 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.

Senior Planner, Beth Rocha provided a presentation and responded to questions from the Commission. Applicant, Danielle Patterson provided a short video presentation, provide comments and responded to questions from the Commission. Designer, Dustin Bogue provided additional comments and responded to questions from the Commission.

There were no comments from the public.

On motion by Commissioner Dodson and second by Commissioner La Mica, and carried by the following vote, the Planning Commission moved to approve application No. UP-22-06 for 2511 Numa Watson Road

RESULTS: 6-0-0-1

AYES: Dodson, Evans, La Mica, Silva, Owens, Madrigal

NOES: None

ABSTAIN: None

ABSENT: Huynh

ACTION: APPROVED UP-22-06 FOR 2511 NUMA WATSON ROAD

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.

Senior Planner, Beth Rocha provided a presentation and responded to questions from the Commission. Applicant, Roark Craven provided comments and responded to questions from the Commission.

There were no comments from the public.

On motion by Commissioner Silva and second by Commissioner Owens, and carried by the following vote, the Planning Commission moved to approve application No. BAR-22-08 for APN 011-561-013 (Home Depot Parking Lot) with the following conditions:

- 1. Must have signed tree removal permit(s)*

2. *Irrigation system must be converted to drip system*
3. *There needs to be retention of palms trees by only removing the ones that are causing damage, for the palm trees removed, they need to be replaced on a 1:1 basis, healthy palm trees must stay.*
4. *Site visit will be completed by Senior Planner, Beth Rocha and three Planning Commissioners to verify palm trees being removed.*

RESULTS: 6-0-0-1

AYES: Dodson, Evans, La Mica, Silva, Owens, Madrigal

NOES: None

ABSTAIN: None

ABSENT: Huynh

ACTION: APPROVED BAR-22-08 FOR APN 011-561-013 (HOME DEPOT PARKING LOT) WITH CONDITIONS

7. REPORTS FROM COMMISSIONERS

Chair William Silva made comments regarding Chili's new awning colors.

Commissioner Keith Dodson asked if they can get information on the construction happening in front of City Hall on Harcourt Avenue and Canyon Del Rey.

8. REPORTS FROM STAFF

None.

9. ADJOURNMENT

With no further business, the meeting adjourned at 7:58 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

William Silva, Chair



CITY OF SEASIDE STAFF REPORT

Item No.: 6.A.

TO: Planning Commission

BY: Haroon Noori, Administrative Analyst II

DATE: October 26, 2022

**SUBJECT: PROPOSED AMENDMENTS TO SEASIDE MUNICIPAL CODE
SECTIONS 17.52.251 AND 17.52.252 PERTAINING TO SHORT-
TERM RENTALS**

PURPOSE & RECOMMENDATION

Adopt a Resolution recommending the City Council of the City of Seaside adopt an ordinance amending Seaside Municipal Code Sections 17.52.251 and 17.52.252 pertaining to Short-Term Rentals.

BACKGROUND

The City of Seaside began regulating Short-term Rentals (STR) in 2018 by codifying sections 17.52.251 (Short-Term Rental) and 17.52.252 (Short-Term Rental License) into the Seaside Municipal Code (SMC). These code sections were subsequently amended in May 2020 in order to make the STR program fiscally sustainable and more user-friendly for the applicants and permittees.

Under current regulations, the City administers two types of Short-term Rental licenses: hosted and non-hosted STR licenses. Hosted STR licenses are intended for owner-occupied rentals of a portion of a dwelling (i.e. primarily room rentals) and non-hosted STR licenses are intended for non-owner occupied entire dwelling unit rentals. Each type of license is subject to a discrete set of requirements including an initial application, annual renewal, property inspection, and payment of associated fees.

Currently, there are 83 active STR licenses. Of these 83 STR licenses, 35 licenses were issued as hosted, 44 licenses were issued as nonhosted, and 4 licenses were issued as both hosted and nonhosted. All of these licenses were approved between September 2018 and December 2020. The City has not issued any new licenses since January 2021.

The Transient Occupancy Tax (TOT) rate is 12% and is payable to the City on a monthly basis. More than 95% of the STR TOT is reserved for affordable housing and neighborhood improvement projects and initiatives.

The Table below provides a summary STR TOT collected in FY20-21 and FY21-22:

	FY20-21	FY21-22
TOT Collected from Airbnb	\$526,170	\$607,952
TOT Collected from Host Compliance	\$2,238	\$9,302
Grand Total	528,408	617,254

For most part of the COVID-19 pandemic, STR's were subject to both County and State Health Orders which curtailed STR activity in Seaside. However, as the COVID-19 restrictions have loosened up, the demand for STR licenses has picked up slightly. The City has also experienced a surge in unlicensed STR activity. It is estimated that there may as many as 30-40 unlicensed short-term rentals in Seaside. It should be noted that these 30-40 properties are flagged by Host Compliance as potentially unlicensed. These properties have not yet been verified and/or investigated by City Staff.

DISCUSSION

On July 21, 2022, the City Council received an update on the Short-term Rental Program, considered staff recommended changes to the program, and directed staff to return a revised ordinance for Council consideration. The City Council provided direction as follows:

- Adopt a 90-license cap on non-hosted STR licenses(hosted STR licenses would remain unlimited);
- Implement a waitlist program and charge a non-refundable waitlist fee;
- Change license expiration to June 30th with a 2-month renewal window;
- Disallow late license renewals (so that failure to renew by June 30th results in license relinquishment) and incorporate grounds for non-renewal;
- Require neighborhood noticing upon initial application only and reduce the distance for noticing to 60 feet from 100 feet and require that the City send the notice instead of the applicant;
- Require site inspections upon initial application and also upon every other renewal, to be completed by third-party independent licensed general contractor using a building safety checklist provided by the City;
- Change adult guest occupancy limit for non-hosted STR sites to two adults per bedroom plus one additional adult;

- Remove business license requirement and roll over associated fees into the STR application and licensing fees;
- Require display of a placard that includes license number, contact information, occupancy, and parking limits.

Following the City Council meeting, City staff conducted additional research on the proposed changes to ensure they are effective, practical, fair, and consistent with zoning laws and best practices. In addition to the City Council direction, staff has identified and incorporated additional changes to into the attached draft ordinance. Table 1 below provides a summary of the proposed changes:

Table 1		
Issue Type	Current Regulations	Proposed Changes
Transient Use Definition	less than 30 consecutive days	30 consecutive days or fewer
License Cap	None	• Non-hosted STR Licenses will be subject to City-wide cap of 90 licenses. • Hosted STR Licenses to remained unlimited.
Density Limits	None	• New Non-hosted STR Licenses will be subject to a one per parcel limit and a 55-foot Zone of Exclusion limit (i.e. no new Non-hosted STR license to be issued within 55 linear feet from the parcel boundary lines of an existing Non-hosted STR license). • Hosted STR Licenses will not be subject to these Density limits.
Waiting List	None	The City will implement a waiting list program for new Non-hosted STR license applications in the event a license is not available under the cap limit. The property must comply with

		density requirements at the time of application for the waiting list. The City will charge a non-refundable fee.
Renewal Deadline	Rolling deadline	All STR licenses to expire on June 30 th with a 2-month renewal window. Failure to renew by June 30th results in license relinquishment.
Late Renewals	Allowed with payment of late fee	Late renewals will be disallowed. Failure to renew by June 30th results in license relinquishment. Proposed ordinance incorporates grounds for non-renewal.
Noticing	Applicant shall post a notice on site and mail to neighbors within 100 ft upon initial application and renewal.	Upon initial application of both Hosted and Non-hosted STR license, the City will notify the owners of real property located within 55 feet of the property boundaries of the proposed Short-term Rental.
Property Inspections	Required upon initial application and every four years. City conducts inspections and charges a fee.	Inspections will be required upon initial application and then upon every other renewal (i.e. 2-year intervals). Inspections to be completed by third-party independent licensed general contractor using a building safety checklist provided by the City.
Guest Occupancy	Building Official determines guest occupancy	Two adults (aged 18 or older) per bedroom plus one additional adult per site. However, the City' Building Official may increase or decrease the final occupancy limit permitted on the Transient Use Site based upon the characteristics of individual Transient Use Sites.
Vehicle Limits	None	Maximum number of vehicles allowed at a Short-term Rental (both on- and off-street) cannot exceed the total number of bedrooms included in the rental
Business	Required	Obtaining a business license will not

License		be required.
Display of Placard	Not required	Posting of a City-issued placard in a location visible at the front entrance will be required.

In addition to the above changes, staff has also made other non-substantive changes for additional clarity. For example, staff has removed section 17.52.252 and merged its content into relevant sections of section 17.52.251. Additional changes include proper capitalization, and usage of standard definitions for consistency purposes.

Staff is developing a detailed STR administrative procedures manual which sets forth specific administrative procedures for implementing the revised STR ordinance. The proposed ordinance along with the administrative procedures will streamline license renewal and provide better “tools” to the City’s code enforcement effort, while making program requirements straightforward to the public. The STR administrative procedures manual will be finalized after the Planning Commission meeting and included in the City Council agenda packet during the first reading of the ordinance.

IMPLEMENTATION TIMELINE

Following the Planning Commission hearing the Ordinance will need to go to the City Council for review and adoption. The Ordinance will go into effect 30 days following the final adoption of the Ordinance by the Council. New license applications will be required to meet the new regulatory standards. All existing licenses will undergo a special one-time renewal by the end of the calendar year. The purpose of this process is to update City records, collect past-due fees, and issue updated licenses, which will collectively expire on June 30, 2023. All license holders will be required to renew their license(s) again in May and June 2023 for the subsequent Fiscal Year 2023/2024. The City will begin accepting applications for the waitlist as soon as administratively possible upon adoption of the revised ordinance. Non-hosted STR licenses will be issued up to the cap limit on a first-come, first-serve basis. Application received after the license cap limit is maxed out will be placed on the waiting list.

City staff has also begun the process of phasing out all modules of Host Compliance except address identification and compliance monitoring which helps the City identify illegal short-term rentals. City staff has also identified a new licensing software - iWorQ Systems Inc. ("iWorQ") - for license management, fee collection, and tracking complaints and inspections. iWorQ will allow the City to design the database based on the City’s unique program requirements. City staff will be able to collaboratively manage 100% of the STR program data. iWorQ also offers a public-facing citizen portal for enhanced program transparency.

CEQA

On June 21, 2018, the City Council of the City of Seaside adopted an Initial Study and Negative Declaration to evaluate the potential environmental impacts associated with Transient Use and Short-Term Rent. The IS/MND concluded the ordinance would not have a significant effect upon the environment. The proposed amendment would make minor revisions to STR regulations and will not result in any significant impacts.

ATTACHMENTS

1. Attachment A - STR Resolution
-

RESOLUTION NO. 22-XXX

AN RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SEASIDE RECOMMENDING THE CITY COUNCIL OF THE CITY OF SEASIDE ADOPT AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE SECTIONS 17.52.251 AND 17.52.252 PERTAINING TO SHORT-TERM RENTALS

WHEREAS, the proposed Resolution seeks to revise and streamline Sections 17.52.251 and 17.52.252 of the Seaside Municipal Code as shown in Exhibit A; and

WHEREAS, Seaside Municipal Code Sections 17.52.251 and 17.52.252 establish a licensing process, together with standards, to regulate Transient Use of Residential Property to minimize the negative secondary effects of Short-Term Rentals on surrounding neighborhoods, to preserve the character of neighborhoods, to ensure long-term availability of the affordable housing stock, and to ensure enforcement of these standards and collection and payment of fees and Transient Occupancy Tax; and

WHEREAS, the City of Seaside has determined that certain provisions of Seaside Municipal Code Sections 17.52.251 and 17.52.252 are in need of revision and clarification in order to regulate Short-Term Rentals more effectively, streamline licensing process, protect availability and affordability of long-term housing rentals, and lesson potential impacts of overconcentration on neighborhoods; and

WHEREAS, on June 21, 2018, the City Council of the City of Seaside adopted an Initial Study and Negative Declaration to evaluate the potential environmental impacts associated with Transient Use and Short-Term Rentals; and

WHEREAS, Section 17.74.040 of the Seaside Municipal Code provides that it is the responsibility of the Planning Commission to consider and weigh the merits of Amendments to the Zoning Code in relation to the policies, standards, and intent of the Seaside General Plan and Seaside Zoning Code and provide a recommendation to the City Council on the proposed Amendment; and

WHEREAS, the Seaside Planning Commission considered oral comments and written information concerning the proposed Zoning Code Amendment at a duly noticed public hearing held on October 26, 2022, and made a recommendation to the City Council to adopt the proposed Zoning Code Amendment, and

NOW, THEREFORE, BE IT RESOLVED, the Planning Commission hereby finds and determines:

1. The proposed Zoning Code Amendment consistent with the goals and policies of the Zoning Code; and

2. The proposed text amendments would not be detrimental to public interest, health, safety, convenience, and welfare of the City; and
3. The proposed text amendments are consistent with other applicable provisions of Seaside Municipal Code.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Planning Commission recommends to the City Council approval of the proposed text amendments as contained in Exhibit A:

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Seaside, State of California, held on the __ day of _____2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

William Silva, Chair

ATTEST:

Dominique L. Davis, City Clerk

EXHIBIT A
Text Amendments to Seaside Municipal Code Sections 17.52.251

17.52.251 Short-Term Rentals

A. Statement of purpose. The purpose of this Section is to establish a licensing process, together with appropriate standards that regulate the Short-Term Rental of single-family and multi-family dwellings in residential districts, to minimize negative secondary effects of Short-Term Rentals on surrounding neighborhoods and preserve the character of neighborhoods in which any such use occurs. This Section addresses traffic, noise, and density; ensures the health, safety and welfare of neighborhoods as well as of renters and guests patronizing Short-Term Rentals; and imposes limits on the number of Licenses issued to ensure long-term availability of the affordable housing stock. This Section also sets regulations to ensure enforcement of these standards, and collection and payment of fees and Transient Occupancy Taxes.

This Section shall not provide any property Owner with the right or privilege to violate any private conditions, covenants or restrictions applicable to the Owner's property that may prohibit the use of such Owner's Residential Property for Short-Term Rental purposes as defined in this Section.

The City Council finds adoption of a comprehensive code to regulate issuance of, and conditions attached to, Short-Term Rental Licenses is necessary to protect the public health, safety and welfare. The purposes of this Section are to provide a licensing system and to impose operational requirements in order to minimize the potential adverse impacts of transient uses on residential neighborhoods.

The City Council finds the regulation of Short-Term Rental uses, including its nontransferability provisions, to be a valid exercise of the City's police power in furtherance of the legitimate governmental interests documented in this Section.

B. Definitions. For the purpose of this section certain terms used herein have the meanings set forth in this Section, and such meaning shall prevail in case of conflict with the definitions set forth in the SMC.

- 1. Good Neighbor Brochure.** A brochure, available from the City, to be given to guests, which includes a summary of the City's regulations relating to Short-Term Rentals.
- 2. Guest.** The overnight occupant(s) renting a Short-Term Rental for 30 or fewer consecutive days for remuneration and the visitors of the overnight occupants.
- 3. Hosted Short-term Rental.** A dwelling unit where the Owner with the majority interest in the Residential Property, or an Owner holding an equal shared interest if no other Owner owns a greater interest, occupies a dwelling unit as his or her principal residence and offers a habitable portion thereof for transient occupancy by others, and is present during the occupancy of the hosted Short-Term Rental.
- 4. Local Contact Person.** The person designated by the Owner or the Owner's authorized representative who shall be available 24 hours per day, seven days per week for the purpose of responding within 60 minutes to complaints related to the Short-Term Rental and taking remedial action to resolve such complaints.
- 5. Nonhosted Short-term Rental.** A dwelling unit that is offered for Transient occupancy where the Owner or shared ownership interest does not occupy the dwelling offered for transient occupancy as his or her principal residence. Second units lawfully established pursuant to Chapter 17.12, a permitted Accessory Dwelling Unit, or Junior Accessory Dwelling Unit shall not be permitted for Transient Use.

6. **Owner Representative.** Any person authorized by the Owner to fully manage the Transient Use Site.
7. **Owner.** The person who possesses fee title to a Transient Use Site.
8. **Person.** An individual or a group of individuals, association, firm, partnership, entity, public or corporation or other private.
9. **Remuneration.** Compensation, money, rent, or other bargained for consideration given in return for occupancy, possession or use of real property.
10. **Residential Property.** Any lawfully established residential dwelling unit. Second units lawfully established pursuant to Chapter 17.12, a permitted Accessory Dwelling Unit, or Junior Accessory Dwelling Unit, or any part of a bed and breakfast inn, motel, hotel, timeshare development or other transient use dwelling shall not be considered as Residential Property for the purposes of Short-Term Rentals and this Section.
13. **Responsible Tenant.** A person aged 18 or older who has received notice of occupancy, parking and other limits and regulations that apply to the Transient Use Site, and who has agreed to be responsible to ensure that impermissible or inappropriate behavior does not occur at the Transient Use Site, including, but not limited to, all applicable laws, rules and regulations pertaining to the use and occupancy of the Short-Term Rental.
14. **Short-Term Rental (STR).** A term that shall mean a Short-Term Rental unit that is rented for periods 30 or fewer consecutive calendar days for Remuneration. Short Term Rentals may be Hosted or Nonhosted.
15. **Short-Term Rental License.** Short-Term Rental License shall have the same meaning as Transient Use License.
16. **Transient Use.** A period of 30 or fewer consecutive calendar days.
17. **Transient Use License.** A license issued by the City of Seaside in accordance with this Section allowing the temporary operation of a Short Term Rental. All references to a "License" in this Section shall refer to a Transient Use License unless otherwise specified.
18. **Transient Use of Residential Property.** The commercial use by any person of Residential Property for transient lodging uses where the term of occupancy, possession, or tenancy of the property by the person entitled to such occupancy, possession, or tenancy is 30 or fewer consecutive calendar days.
19. **Transient Use Site.** Property occupied and used for Transient Use of Residential Property or Short-Term Rental purposes.

C. Transient Use of Residential Property Subject to this Section.

1. Transient Use of Residential Property for Remuneration is prohibited except (1) as otherwise expressly licensed by this Section, or (2) when such use is licensed by a Transient Use License issued in accord with this Section. Transient Use of Residential Property shall be considered accessory to an existing residential use and shall only be considered within a structure which is lawfully allowed to be used for residential purposes.

2. Each transient use must meet all the requirements of this section. Short-Term Rental Licenses are issued for a term expiring on June 30th each year. No guarantee is given or implied that a Short-Term Rental License will be extended or renewed for a term subsequent to its expiration.
3. Any Owner, Owner Representative, Responsible Tenant, person acting as agent, real estate broker, real estate sales agent, property manager or otherwise who uses, advertises, arranges, or negotiates for the use of, or allows the use of, Residential Property in violation of the provisions of this Section shall be subject to appropriate action taken by the City at its discretion. These actions include, but are not necessarily limited to, administrative citations as set forth in Chapter 2.56 of the Seaside Municipal Code and/or administrative remedies as set forth in Chapter 2.58 of the Seaside Municipal Code.
4. Each private contract or tenancy that allows Transient Use shall identify the name, address, phone number and email contact information of at least one Responsible Tenant who has been informed of, and has agreed to abide by, occupancy, parking and other limits that apply to that transient use.
5. Violations of this Section shall be treated as a public nuisance and Short-Term Rental strict liability offense regardless of intent.
6. A violation of any provision of this Section by any of the guests, Owners, or operators shall constitute grounds to suspend or revoke a Short-Term Rental License.

D. Short-Term Rental License Cap and Density Limits.

1. **License Cap:** The maximum number of Nonhosted Short-Term Rentals allowed throughout the City shall be 90. If the number of existing Nonhosted Short Term Rental Licenses exceeds 90, new License applications shall be placed on a waiting list. Hosted Short-Term Rental Licenses are not subject to the License cap.
2. **Density Limit:** Upon the effective date of the ordinance codified in this Section, all new Nonhosted Short-Term Rentals shall be subject to a 55-foot zone of exclusion. The 55-foot zone of exclusion shall be drawn along a horizontal plane from the proposed Nonhosted Short-Term Rental parcel boundary to the boundary of the existing Nonhosted Short-Term Rental. A property shall be ineligible to hold a Short-Term Rental License if any part of its parcel boundary is within the 55-foot zone of exclusion of an existing Short-Term Rental. Subject to the Director or his/her designee's discretion, a property may be eligible for a Short-Term Rental License if its parcel boundary is outside the zone of exclusion but an associated legal easement is within the 55-foot range (i.e., a reverse ingress or egress easement creates a flag lot). No more than one Nonhosted Short Term Rental License may be issued per parcel of record. Hosted Short-term Rentals shall not be subject to the density limit.

Applications for renewals of existing Transient Use Licenses shall not be subject to the 55-foot zone of exclusion.

E. Limits on Transient Use. Transient Use of Residential Property for Remuneration allowed by this Section shall be subject to all of the following:

1. Each private contract or tenancy that enables transient use shall be in writing, and identify thereon the name, address, phone number and email contact information of:
 - a. The Owner;
 - b. The Owner Representative; and

- c. At least one Responsible Tenant occupying the transient site who shall be responsible for all limits required by this section.
2. Each private contract or tenancy shall identify the name, address, phone number and email contact information of at least one Responsible Tenant who has been informed by the Owner or Owner Representative of the occupancy, parking and other limits that apply to transient use by this section and shall be informed of residential parking and noise limits, including but not limited to Chapter 9.12, the City codes that regulate unlawful noises.
3. Trash and refuse shall not be left stored within public view, except in proper containers for purpose of collection by the City's authorized waste hauler.
4. A Short-Term Rental shall not change the residential character of the outside appearance of the residence including color, material, lighting or any advertising mechanism, including "vacation rental" signs.
5. Guests of the Short-Term Rental shall comply with Chapter 9.12 regulating noise, including quiet hours between the hours of 10:00 p.m. and 7:00 a.m.
6. The Owner or Owner Representative for all Nonhosted Short-Term Rentals shall post in a prominent location within the Short-Term Rental:
 - a. Owner or Owner Representative name and telephone number;
 - b. Local Contact Person name and telephone number;
 - c. Telephone number for Seaside Code Enforcement and the Seaside Police Department;
 - d. The maximum number of parking spaces available on site;
 - e. Trash pick-up day and applicable rules and regulations;
 - f. A copy of City of Seaside noise regulations;
 - g. A copy of the Good Neighbor Brochure; and
 - h. Notification that a guest, Local Contact Person, responsible person or Owner may be cited and/or fined by the City in accordance with this section.
7. The Transient Use Site:
 - a. Shall be used and maintained in a manner consistent with the character of the neighborhood;
 - b. Shall not impair the desirability of investment or occupation of the surrounding neighborhood; and
 - c. Shall not have displayed thereon any sign that indicates the property is used or available for transient or Short-Term Rental purposes.
8. Owner and Owner Representative shall each use their best efforts, and respond in a reasonable and timely manner, to ensure that every occupant of the Transient Use Site does not create or contribute to unreasonable use of the property, cause unreasonable noise or disturbance, engage in disorderly or unlawful conduct, or overcrowd the site.

9. Local Contact Person shall be on call full-time (24 hours per day, seven days per week) to manage the property and shall be able to be physically present at the Transient Use Site within 60 minutes of request during any time the property is occupied for transient use. Within 24 hours of the time an initial call is attempted, the Owner, Owner Representative or Local Contact Person shall use his or her best efforts to prevent the recurrence of such conduct by the occupants and take corrective action to address any violation. Failure to respond timely to two or more complaints regarding guest violations is grounds for penalties as set forth in this Section. The Owner, Owner Representative or Local Contact Person shall be subject to all administrative, legal and equitable remedies available to the City for failing to respond within 60 minutes of request.

10. The maximum number of occupants aged 18 or older authorized to stay overnight at any Transient Use Site shall be two persons per bedroom, plus one additional person per Short-Term Rental. The City's Building Official may increase or decrease the final occupancy limit permitted on the Transient Use Site based upon the characteristics of individual Transient Use Sites.

11. Each designated on-site parking space at a Transient Use Site shall be made available for use by overnight occupants of that site and any on-site driveway must be available for the use of the guests of the site. Each private contract or tenancy shall specify that the maximum number of tenant vehicles to be parked at or in proximity to a Transient Use Site (whether on-street or off-street) shall not exceed the number of bedrooms included in the contract or tenancy.

12. Amplified sound that is audible beyond the property boundaries of the Transient Use Site is prohibited.

13. Commercial functions and other similar events are prohibited at the Transient Use Site.

14. A Short-Term Rental License application for a previously unlicensed Transient Use Site may be approved or placed on a waitlist only if all taxes and penalties are paid in full or if a payment agreement has been signed both by the City and the applicant.

15. The Owner or Owner Representative shall maintain a guest log book that includes the name, phone number, home address, guest license plate number if traveling by car, dates of stay of a responsible tenant, and amount of gross rental proceeds collected. The Owner or Owner Representative shall furnish such information to the City upon request.

F. Short-Term Rental License. It is unlawful for any person to transact and carry on any business relating to or supporting the Transient Use of Residential Property in the City without first having procured a Short-Term Rental License from the City, and paying the License fee and any other fees associated with approval of an application for a License, hereinafter prescribed, and also without complying with any and all applicable provisions of this section. A Short-Term Rental License, however, shall not be required for any lawfully established bed and breakfast inn, motel, hotel, or timeshare development.

G. Display of Short-Term Rental License. The Owner or Owner Representative shall cause a copy of the Transient Use License to be displayed in a prominent location within the interior of the Transient Use Site, and shall provide a copy to each Responsible Tenant. Each internet or online advertisement, sign, circular, card, telephone book, or newspaper advertisement that indicates or represents a Transient Use Site is available for transient or Short-Term Rental purposes shall prominently display thereon the Transient Use License number assigned to that site by the City of Seaside.

H. Separate Properties. A separate Short-Term Rental License shall be obtained for each separate Transient Use Site. In all other circumstances, a separate License shall be required for each Transient Use Site. A Transient Use License shall authorize the licensed Owner to transact and carry on Transient Use

of Residential Property only at the location and in the manner and subject to the limits designated in such License.

I. Contents of License. Every person required to have a License under the provisions of this section shall make application to the City and tender payment of the prescribed application and License fee. Thereafter in accord with the provisions of this section the City shall issue to such person a License which shall contain the following information:

1. The name and contact information of the Owner to whom the License is issued, and the name and contact information for the Owner Representative, if any;
2. The Transient Use Site to be Licensed, and whether the License is for a Hosted Short-Term Rental or a Nonhosted Short-Term Rental;
3. The date of expiration of such License;
4. The maximum number of occupants aged 18 or older who are authorized to stay overnight at that Transient Use Site determined by this Section or the City Building Official;
5. The maximum number of motor vehicles allowed for use by overnight guests at that Nonhosted Transient Use Site based upon the available on-site parking as shown on the application site plan; and
6. Such other administrative information as may be necessary for the enforcement of the provisions of this section.

J. Application – First License. Each Short-Term Rental License shall be in the name of the Owner of the real property upon which the Short-Term Rental use is to be Licensed and shall be valid for a term expiring on June 30th each year. When a person first makes an application for a License pursuant to this section, such person shall furnish to the City a sworn affidavit upon a form provided by the City setting forth the following information:

1. The address of the Transient Use Site to which the License shall apply, and all places of residence of the Owner(s) of the Transient Use Site:
 - a. In the event an application is made for issuance of a License to a person doing business under a fictitious name, the application shall set forth the names and places of residence of those owning the business; or
 - b. In the event an application is made for the issuance of a License to a corporation or a partnership, the application shall set forth the names and places of residence of the principal officers and all partners thereof; or
 - c. In the event an application is made for the issuance of a License by a property management company, the application shall set forth the names and places of residence of the management company thereof, as well as include the property Owner signature approving the application and use of the property; and
2. Each application shall set forth such information as may be therein required by the City and deemed necessary to estimate the annual Transient Occupancy Tax to be charged for that property; and
3. The Owner and applicant shall agree to collect and remit Transient Occupancy Taxes on all gross receipts pertaining to the Transient Use Site; and

4. Each application shall identify the name, address, phone number and email contact information of the Owner and the Owner Representative; and
5. Each application for a License shall include a site plan and floor plan which labels each room and the structures of the property, including the number of and square footage of bedrooms and the number of off-street parking spaces; and
6. The Owner shall affirm that smoke detectors are installed on all levels in all sleeping quarters and common areas, and that fire extinguishers are accessible to protect the health and safety of the guests of the Transient Use Site, and the applicant shall provide access and information to the Fire Inspector as needed to ensure health and safety for occupants of the Transient Use Site; and
7. A building inspection report shall be submitted to the city upon initial application and upon every other renewal period. The building inspection checklist shall be completed by a certified third-party general contractor (certified by the Contractors State License Board) or home inspector (certified by the International Association of Certified Home Inspectors). The inspection report shall use a form approved by the city. The chief building official or his/her designee may conduct a follow-up inspection to ensure the accuracy of information provided to the city and inspect any deficiencies that may need correction. The applicant or Short-Term Rental Owner shall reimburse the city for all building inspection costs; payments shall be nonrefundable for applications found by the city to not be suitable or to qualify for Short-Term Rental; and
8. The Owner or Owner Representative shall agree to post a city-issued placard in a location visible at the front entrance. The placard shall prominently display the Owner Representative's contact information, Short-Term Rental License number, and guest occupancy limits. It shall be the responsibility of the Owner and Owner Representative to immediately notify the city and obtain an updated placard whenever there is change in contact information; and
9. Upon initial Short-Term Rental License application, the City shall notify the owners of real property located within 55 feet of the property boundaries of the Transient Use Site. The notice shall include a statement of the maximum number of guests Licensed to stay in the Short-Term Rental, and state the Short-Term Rental Owner's or Owner Representative's contact information; and
10. The Owner and Owner Representative shall submit a signed City-provided acknowledgment and indemnification form agreeing to the terms and conditions of the Short-Term Rental License; and
11. Such further information which the City may require to enable proper administration of the License.

The applicant shall remit all required annual fees in accordance with the master fee schedule set by City Council resolution. The applicant shall agree to renew and/or amend the License in accordance with the requirements of this section, and if there is a change in any material fact stated in the application. Applications are valid until the License is issued, but not to exceed 45 calendar days, unless extended by approval of the program administrator.

K. Renewal of License.

1. It shall be the responsibility of Short-Term Rental Owner or Owner Representative to renew each Short-Term Rental License on or before June 30th of each year. To renew a Short-Term Rental License, the Owner or Owner Representative shall submit the following:
 - a. Short-Term Rental License renewal form provided by the City.
 - b. List of hyperlinks for each online listing for the Short-Term Rental.

- c. Signed affidavit affirming smoke and carbon monoxide alarms are installed and that fire extinguisher(s) are in accessible locations.
 - d. A building inspection report using the form provided by the city, and obtained through a certified third-party general contractor or building inspector. A building inspection report shall be required upon every other Short-Term Rental License renewal application.
 - e. Owner acknowledgment and indemnification form
 - f. Payment of all applicable fees.
2. Notwithstanding the above, Short Term Rental Licenses which are issued less than 60 days from the expiration date of said License shall be automatically renewed for the following year without need to submit any application. Any fees due for the following year shall be due at the time the initial Short Term Rental License is issued.
3. In addition to other reasons, any of the following factors is grounds for nonrenewal of a Short-Term Rental License:
- a. Incomplete application.
 - b. Failure to demonstrate the Short-Term Rental License number is displayed in all the online listings or failure to provide hyperlinks of each online listing to the city.
 - c. Failure to remit payment to the city at the time the Short-Term Rental License renewal application is submitted.
 - d. The Short-Term Rental does not pass the building inspection, or the building inspection report identifies an unsafe condition.
 - e. Nonhosted Short-Term Rental License holder fails to provide evidence of at least one documented Short-Term Rental stay during the preceding 90 days, or 3 documented stays during the preceding 180 days, or 6 documented stays in the year prior to the Short-Term Rental renewal application.
 - f. Evidence of two or more verified violations of the City Code during the preceding 12 months.
 - g. Failure to demonstrate all Transient Occupancy Tax payments are current as of the date of approval of the renewal application.

L. Change to License information.

- 1. A request to amend any information provided on the License issued pursuant to this section shall be made within 14 days of any change of Owner, a change of the Owner Representative, a change in any material fact upon which the License was issued, or if any other person acquires an Ownership interest in the Transient Use Site.
- 2. The Owner or Owner Representative shall immediately (no later than 14 days) inform the city of any change in the contact information or a change in any material fact upon which the STR license was issued.

M. Evidence of Transient Use of Residential Property. When any Owner, Owner Representative, or other person makes use of internet services, signs, circulars, cards, telephone books, or newspapers and/or advertises, holds out, or represents that he or she allows Transient Use of Residential Property in the City, and such person fails to provide a sworn affidavit to the City that he or she does not allow Transient Use of Residential Property in the City after being requested to do so by the City, then such information shall be considered prima facie evidence that he or she is conducting a business in the City by allowing Transient Use of Residential Property. Until proper evidence to the contrary is presented to the City, the City shall be entitled to presume that the property is being used as a Short-Term Rental and is

required to obtain a License as required by this Section, and/or that the Transient Use of Residential Property has occurred at the subject property.

N. Statement and records. No statement shall be conclusive as to the matters set forth therein, nor shall the filing of such statement keep the City from collecting by appropriate action taxes and/or fees that are due and payable hereunder. In the event that the City deems it necessary, the City may require that an already Licensed Owner, or applicant for a License, submit verification of financial information necessary to calculate the Transient Occupancy Tax due, or, at the option of the already Licensed Owner or applicant, authorize the City to examine records or business transactions to compute the Transient Occupancy Tax that is owed.

O. Failure to file statement or corrected statement. If any person fails to file any required statement within the time prescribed, or if after demand therefor made by the City the Licensed Owner or applicant fails to file a corrected statement, or if any person subject to the tax imposed by this section fails to apply for a License, the City may determine the amount of tax due from such person by means of such information as City may be able to obtain and shall give written notice thereof to such person. Delinquent payment shall be subject to penalties calculated in the same manner as set forth in Chapter 3.24.

P. Transient Occupancy Tax. The Owner or Owner Representative shall comply with all the requirements of Chapter 3.24 (Transient Occupancy Tax). For the purposes of Section 3.24.010, a Short-Term Rental shall qualify as a hotel. The City Manager or designee shall be responsible for the enforcement of the provisions of Chapter 3.24. Transient Occupancy Tax collected for Short-Term Rentals shall be set aside in a separate fund account.

Q. Appeal of tax. Any person aggrieved by any decision of the City with respect to the amount of the Transient Occupancy Tax or fees associated therewith may appeal to the Administrative Enforcement Hearing Office Panel by filing a notice of appeal with the City Clerk within 15 calendar days after receipt of written notice from the City. The Hearing Officer assigned by the Panel shall thereupon fix a time and place for hearing such appeal. The City Clerk shall give notice to such person of the time and place of hearing by serving it personally or by depositing in the United States Post Office at Seaside, California, postage prepaid, addressed to such person at his or her last known address. The Hearing Officer shall have authority to determine all questions raised by such appeal; provided, however, that no such determination shall conflict with any substantive provision of this Section.

R. Additional power of City. In addition to all other power conferred upon the City, the City shall have the power, for good cause shown:

1. To extend the time for filing any required sworn affidavit or application for a period not exceeding 30 days, and in such case to waive any penalty that would otherwise have accrued; and
2. Whenever any fee, tax or penalty pursuant to this section is due and payable but has not been satisfied in full within 90 days and/or has not been successfully deposited by a timely writ of mandate, such amounts shall constitute a lien against the real property, and be subject to the processes set forth in the SMC.

S. License nontransferable. Each Transient Use License shall be nontransferable to any other person, except that transfer of ownership shall be allowed between spouses. Each Transient Use License shall be nontransferable to any other location. No STR license shall be assignable, and shall not be transferred upon sale or other transfer of the property.

T. License denial or revocation. Any application for a License may be denied, and any License issued pursuant to this section may be revoked. Substantial evidence shall be presented as to why the

application should be denied or the License should be revoked for any reasons, including but not limited to:

1. A false material statement or misrepresentation has been made in, or in support of, the application;
2. A change occurs in any material fact upon which the License was issued that has not been reported to the City as a change to the required License content within 14 days;
3. The Transient Use Site, or any other location owned by the Owner or applicant, has been the site of a violation of any provision of law, or otherwise fails to meet sanitation or health standards of the neighborhood, within the 12 months immediately preceding;
4. The Owner, Owner Representative, or applicant has been convicted of any crime involving moral turpitude;
5. The Owner, Owner Representative, or applicant has failed to timely respond to two or more complaints within the 12 months immediately preceding; or
6. The Owner, applicant, guest, or any occupant of a Transient Use Site regularly engages in disorderly conduct, violates provisions of this code or any state law pertaining to noise, disorderly conduct, or uses illegal drugs.
7. The Short-Term Rental has outstanding administrative penalties or the Short-Term Rental Owner or Owner Representative owes past-due Transient Occupancy Taxes (TOT) for prior Short-Term Rental use; or
8. The property under present ownership has previously been used as Short-Term Rental without a Short-Term Rental License, unless all taxes and penalties have been either paid in full or will be paid subject to a payment agreement signed both by the City and the applicant.

U. Appeal of revocation or suspension. Any person who has been denied a License or to whom notice of revocation or suspension of a License has been mailed may appeal to the Administrative Enforcement Hearing Panel under Chapter 2.58, pursuant to a request for hearing under Chapter 2.58. Notice of the proceeding shall conform to Section 2.58.080, and the hearing shall conform to the process set in Section 2.58.090. The Hearing Officer shall have authority to determine all questions raised by such appeal; provided, however, that no such determination shall conflict with any substantive provision of this section. Any applicant or License holder whose License shall have been denied or revoked shall be ineligible for a two-year period from applying for a new License. No person whose License has been revoked shall continue to engage in, or carry on, the activity for which the License was granted unless and until such License has been reinstated or reissued. The decision of the Hearing Officer shall be final. Notice of the decision, and the opportunity for judicial review, shall conform to Section 2.58.180.

V. Penalties. Penalties as set forth in Chapter 2.58 and Section 17.80.050 may be imposed for failure to comply with the provisions of this section, with respect to:

1. Any Owner, Owner Representative, or person who transacts or carries on any activity relating to or supporting the Transient Use of Residential Property in the City without first having procured and complied with a Transient Use License from the City to do so, and paying all applicable License fees, shall be subject to administrative penalties as set forth in Chapter 2.58 and Section 17.80.050, including administrative penalties imposed by a Hearing Officer for violation of any provisions of this code in an amount not to exceed a maximum of \$2,500 per day for each continuing violation, exclusive of administrative costs, interest and restitution for compliance reinspections, for any related

series of violations, and/or forfeiture of all rents received during the period transient use was allowed without a Transient Use License , whichever amount is greater;

2. Any Owner, Owner Representative, or person who carries on any activity that advertises to the surrounding neighborhood that the site has been Licensed to allow, or is used for, transient occupancy, and who has failed to timely remedy this violation in response to two or more complaints, shall be subject to administrative penalties;
3. Any Owner, Owner Representative, Responsible Tenant or person who allows a Transient Use Site to be used or maintained in a manner detrimental to the peace, public health, safety or general welfare of persons or property of the neighborhood or the public, and fails to timely remedy this violation in response to two or more complaints;
4. Any Owner, Owner Representative, Responsible Tenant or person who allows impermissible or inappropriate behavior at the Transient Use Site or action that exceeds the limits on transient use following two or more complaints;
5. Limits upon administrative penalties in Chapter 2.58 and Section 17.80.050 shall not apply to any violation of this section.

W. Liens. Whenever the amount of any penalty forfeiture and/or administrative cost imposed by a Hearing Officer pursuant to this section or to Section 2.58.170 has not been satisfied in full within 90 days and/or has not been successfully challenged by a timely writ of mandate, this obligation shall constitute a lien against the real property on which the violation occurred, and be subject to the processes set forth in Chapter 2.58.

X. Administrative policy. The Planning Director or his/her designee shall have the authority to develop administrative policies and procedures to implement the intent of this chapter.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 6.B.

TO: Planning Commission

BY: Rick Medina, Senior Planner

DATE: October 26, 2022

SUBJECT: ARCHITECTURAL REVIEW APPLICATION NO. BAR-22-11: DLR GROUP, APPLICANT, AND SEASIDE ACQUISITION GROUP, PROPERTY OWNER, ARE REQUESTING DESIGN REVIEW APPROVAL FOR ARCHITECTURAL AND SITE PLAN MODIFICATIONS FOR A REVISED HOTEL DESIGN FOR THE SEASIDE RESORT PROJECT LOCATED AT 2 McCLURE WAY IN THE V-FO (FORT ORD VISITOR SERVING COMMERCIAL) ZONING DISTRICT. IN ACCORDANCE WITH SECTION 15164 OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, AN ADDENDUM HAS BEEN PREPARED FOR THE PROPOSED PROJECT WITH CONSIDERATION OF THE PREVIOUSLY CERTIFIED EIR ADOPTED FOR THE SEASIDE RESORT PROJECT

PURPOSE & RECOMMENDATION

In accordance with the terms of the Amended and Restated Development and Disposition Agreement dated June 2019 (Amended DDA) for the development of the Seaside Resort Project, Seaside Resort LLC is requesting modifications to the architectural and site plan design review approval for the construction of a revised hotel design for the Hotel component of the Seaside Resort property within the V-FO Zoning District. In accordance with SMC section 17.62.030.B.1., architectural review is required for all new construction of nonresidential projects. Additionally, in accordance with Section 15164 of the California Environmental Quality Act (CEQA) Guidelines, an Addendum ("the Addendum") has been prepared to the previously certified Seaside Resort Environmental Impact Report (EIR) to evaluate the proposed architectural and site modifications being made to the Hotel component.

BACKGROUND

The approved Seaside Resort Project consists of a 330-unit hotel complex (Hotel Component), 170 timeshare units (Timeshare Component), and 125 single-family residential lots (Residential Component) on a total of 84 acres, excluding the Bayonet and Black Horse Golf courses. Location Map is provided as Attachment 2. Vicinity Map of the Resort boundaries is provided as Attachment 3. The resort project is generally located at 2 McClure Way with access to the site provided off General Jim Moore Boulevard, Coe Avenue and Monterey Road.

Although the resort project is separate and distinct from the golf courses operating leasehold agreement, the proposed agreement makes provisions for coordinating the construction of the Resort Project with ongoing golf operations. The entitlements for the Seaside Resort project was approved by the City of Seaside City Council and Redevelopment Agency on July 7, 2005 by Resolution No. 05-044. The approvals included:

1. A vesting tentative map (TM-01-03),
2. Design review of the hotel component (BAR-01-27),
3. Site Plan Review for the hotel (SPR-01-03),
4. A use permit for on-sale alcoholic beverages (UP-04-22),
5. A use permit for timeshares (UP-01-20),
6. A use permit for residential uses (UP-01-21), and
7. A conveyance agreement and disposition and development agreement between the former Redevelopment Agency of the City of Seaside and the developer (DA-01-01).

The Seaside Resort EIR was certified for the project by the City on July 7, 2005. The draft EIR was circulated for public review from August 19, 2002 to October 2, 2002, and a revised draft EIR (Revised EIR), focusing on new information on traffic and water supply, was circulated from May 6, 2004 to June 7, 2004. The certified EIR determined that the Seaside Resort would have significant impacts on aesthetics, air quality, biology, cultural resources, geology, hazards and hazardous materials, hydrology, land use planning, noise, police and fire services, transportation, wastewater, solid waste disposal capacity, and water supply impacts. The certified EIR identified feasible mitigation measures for each impact that reduced the level of impact to less than significant except for identified transportation impacts, which were found to be significant and unavoidable. Mitigation measures were imposed to lessen the impacts of the project as described in the approved Mitigation Monitoring Program. The web link to the Certified EIR and Seaside Resort approvals is:
<https://www.ci.seaside.ca.us/469/The-Seaside-Resort>.

The approved Seaside Resort Project consists of a 330-unit hotel complex (Hotel Component), 170 timeshare units (Timeshare Component), and 125 single-family

residential lots (Residential Component) on a total of 84 acres, excluding the Bayonet and Black Horse Golf courses. Location Map is provided as Attachment 2. Vicinity Map of the Resort boundaries is provided as Attachment 3. The resort project is generally located at 2 McClure Way with access to the site provided off General Jim Moore Boulevard, Coe Avenue and Monterey Road.

The Board of Architectural Review (BAR) reviewed the architectural design of the original hotel design on June 18, 2003, July 20, 2004, and July 21, 2004 and recommended conceptual approval of the site plan and proposed architecture for the project, subject to conditions.

The Seaside Resort Project has had the following three Addendums:

1. Amended and Restated Ground lease for Black Horse and Bayonet Golf Courses (February 2005).
2. Amended and Restated Disposition and Development Agreement (Updated March 8, 2013).
3. Modifications to approved Use Permit No. UP-01-20 (November 19, 2014).

In 2020, the Seaside Peninsula Acquisition Group has become the new owner of the Hotel site, Timeshare Parcel C, and the overflow parking lot on General Jim Moore Boulevard. The new ownership is now proposing to replace the previous hotel design that meets the level of Hotel per the Amended DDA. An Addendum (See Attachment 1 – Exhibit A) to the EIR in accordance with Section 15164 of the California Environmental Quality Act (CEQA) Guidelines has been prepared to address changes in the design of the hotel from what was previously approved in the Certified EIR and address updates in CEQA Guidelines now included in the environmental checklist.

Project Changes Addressed in this Addendum

DLR Group (the "Applicant") and the Seaside Peninsula Acquisition Group (the "Owner") have applied for modifications and revisions to the approved Seaside Resort Hotel (File No. BAR-01-21) component by way of an amendment to the site plan and architectural design of the hotel to accommodate a different hotel flag (Grand Hyatt Resort). The proposed hotel site consists of three parcels: 1) "Hotel Site" (16.7 acres), 2) "Timeshare Parcel C" (3.2 acres), and 3) Overflow Parking Lot adjacent to General Jim Moore Road (0.9 acres) totaling 20.8 acres. The Hotel parcel and Timeshare parcel were included and reviewed for development as hotel/timeshare use in "the EIR". The overflow parking lot was reviewed and approved as a parking lot in "the EIR". In accordance with amended DDA, the terms of the project would allow for Timeshare Parcel C to be developed as part of the hotel project. Under the proposed amendment to the architectural and site design of the proposed hotel, the three parcels would be incorporated with a Final map as a condition of approval. The total number of guest

units for the proposed hotel will not exceed 330 units as originally approved for the hotel complex. "The Addendum" considers only the environmental impacts associated with the proposed hotel modifications.

Details of the proposed hotel project are identified below.

Proposed Hyatt Hotel Project Summary

Attachment 1 –Exhibit B, Proposed Hotel Plans, shows the overall planned layout, orientation and contemporary architectural design of proposed hotel. A summary of the proposed hotel components is presented in Table 1, Proposed Resort Hotel.

Table 1- Proposed Hotel Project Development Summary

Hotel Components	Square feet	Guest Rooms
Conference Center	35,318	
Restaurants Signature Diner Bar and grill	14,653	
Guestrooms/Circulation	195,592	330
Kitchen	5,709	
Lobby bar	3,602	
Market	4,602	
Spa and Fitness	12,990	
Administration	3,477	
Service	26,670	
Public Circulation	10,879	
Vertical Circulation	11,768	
Mechanical Rooms	12,408	
Total	337,668	330

Source: DLR Group 2022

The Proposed hotel will consist of a single building that would include 330 guest rooms, a conference center with meeting rooms, restaurants, lobby bar, service kitchen, administrative offices, food and beverage, spa and fitness, and service/circulation areas. An outdoor swimming pool is proposed adjacent to the south elevation of the hotel building. The interior layout of the proposed hotel would consist of seven levels.

The proposed modifications to the Hotel project will consist of the following:

1. Change in architectural style from an "Arts and Craft" style to a "Contemporary" style;
2. Change in orientation of the building layout to reduce the disturbed building area by 7,000 square feet. Attachment 4, Site Coverage Comparison, shows the proposed hotel project footprint overlain on the approved hotel footprint.; and
3. Increase in height from 332 feet above sea level to 361 feet above sea level for hotel; and
4. Parking lot would be relocated to the west side of hotel to consist of a single parking lot versus previous design that wrapped around the northern, eastern and southern sides of the hotel; and
5. Increase the levels of the hotel from six levels to seven levels.
6. Increase in square footage by 69,101 square feet can be attributed to a design change that would include all guest rooms and accessory uses in a single hotel building thereby eliminating 15 detached two-story bungalows.

The proposed hotel will be designed in a contemporary architectural style, featuring a parapet roof, white plaster walls, with floor to ceiling glazing at guestrooms with balconies. The proposed hotel building will be seven levels in a "U" shape pattern with the guest rooms located within six levels entirely on the south side of the site. The north side of the site would contain the conference center on levels one and two and roof top restaurant on level three. The area on levels 2 and 3 across the middle of the hotel connecting the south (Guest Rooms) and north (Conference Center, Roof Top Restaurant, Spa/Fitness, Back of House) areas of the hotel will consist of the main lobby, food and beverage/market, and pedestrian access to the parking lot to the west. The proposed hotel will be stepped into the sloping site from west to east (See Attachment 5 - Cross Section). The hotel building will be approximately 361 feet above sea level on the front (east) elevation. The overall maximum height of the hotel structure will not exceed the height of the mature trees surrounding the site in accordance with Section 17.24.010.H.6 SMC.

Surface parking for the proposed hotel property and golf course will be located largely between the hotel and the golf clubhouse to the west. Additional parking is available within an overflow parking lot located along General Jim Moore to the east as originally approved and valet parking on Level one below the event center. McClure Way, a two-way road, will provide access to the surface parking lot and valet parking on the west side of the hotel and the overflow parking on General Jim Moore Boulevard as approved in the Certified EIR. No changes would be made to McClure Way from its original approval on the certified EIR.

The number of hotel units and accessory uses will substantially conform to the

environmental constraints described in the certified EIR, V-FO zoning district development standards, projected water allocation and waste water for the resort project as previously approved.

A sampling of the project materials are listed at the lower right corner of the cover sheet. The materials will consist of a veneer stone, Wood Finish, corrugated plaster, and metal panels. The primary color for the exterior plaster will have a lime wash white paint. The accessory colors will consist of neural whites, gray and sandy tones. The stone features would harken back to a sea wall theme with the weathered metal panels providing a patina appearance to provide a less stark contrast with the forested background of the golf course and the utilitarian marine structures that existed within the former army base. The side walls of the guest room balconies will include a metal wood veneer to emulate the open space feel and colors of the surrounding open space of the golf course. Photo simulations of from several vantage points surrounding the Hotel are provided as Attachment 6.

The project elevations of the approved Fairmont hotel that consisted of an "Arts and Craft" design are provided as Attachment 7.

Applicant-Proposed Greenhouse Gas Reduction Measures

Greenhouse Gas (GHG) reduction measures have been submitted to the City as part of the design review application with information about how each measure will be implemented by the Applicant. The majority of the measures are intended to reduce GHG emissions by reducing the number of vehicle trips taken by hotel employees and guests and by reducing natural gas and electricity energy demand. The measures are summarized as follows:

- Eliminate natural gas use in all but limited applications that include heated aquatic equipment for the pool and spa, and several food service areas (e.g., restaurant/bar/grill kitchens);
- Install electric vehicle infrastructure improvements consistent with California Green Building Code Tier 2 standards to support electric vehicle use by guests and employees;
- Implement a Commute Trip Reduction Program (Voluntary);
- Implement a Commute Trip Reduction Marketing Program to promote the commute trip reduction program;
- Implement an Employee Ridesharing Program to support employee carpooling;
- Implement a Subsidized or Discounted Transit Program to promote employee transit use by providing transit passes or subsidies to employees;
- Construct Transit Improvements by installing a bus shelter at an existing, unused bus pull-out on General Jim Moore and work with MST to modify service to include the stop;
- Provide End-of-Trip Bicycle Facilities (bike parking, bike lockers, showers, and

- personal lockers) to encourage employees to commuter by bicycle;
- Establish an Employer-Sponsored Vanpool to provide shuttle service for hotel guests to/from the airport, and to surrounding communities and attractions;
- Improve the Pedestrian Network by constructing an ADA accessible sidewalk on McClure Way that connects to existing sidewalk improvements on General Jim Moore and to the existing bus pullout (with planned new transit shelter);
- Implement a Pedal (Non-Electric) Bikeshare Program for employees by providing bicycle docking stations for a bike sharing;
- Implement an Electric Bike Share Program by providing a fleet of electric bikes for hotel guests to use for commuting to surrounding cities and attractions;
- Exceed 2019 Title 24 Building Envelope Energy Efficiency Standards by a minimum of five percent;
- Install Green Roofs in place of dark roofs over the planned event center and use cool roofs for the hotel;
- Replace Gas-Powered Landscape Equipment with Zero-Emission Landscape Equipment;
- Institute Recycling Services; and
- Implement an Organic Food Waste Diversion Program.

For measures that include physical improvements, the improvements will be included on the hotel improvement plans for verification by the City as part of the building permit process.

ENVIRONMENTAL REVIEW

"The Addendum" has been prepared to augment, with consideration of the previously certified EIR, proposed amendments to the architectural and site design of the hotel component that was approved for the Seaside Resort Environmental Impact Report. Web links to the certified EIR and Appendices to the EIR are available Web links contained in the Purpose Section of "the Addendum".

Section 15164 of the State CEQA Guidelines states that an addendum to an earlier mitigated negative declaration or FEIR shall be prepared if some changes or additions are necessary to the previously adopted document, but none of the conditions described in Section 15162 calling for preparation of a subsequent mitigated negative declaration or EIR have occurred. Section 15162 of the State CEQA Guidelines identifies the conditions that require preparation of a subsequent EIR. A proposed change in a project will require preparation of a subsequent environmental document if:

- A. The change in the project is substantial. Substantial changes in the project are those that would require major revision of the previous environmental document due to the involvement of new significant environmental effects, or if a substantial increase in the severity of previously identified significant effects has

occurred.

- B. The circumstances under which the project is undertaken have substantially changed. Substantial changes in circumstances are defined as those that would require major revisions of the previous environmental document in order to describe and analyze new significant environmental effects, or any changes that would cause a substantial increase in the severity of the previously identified significant effects.
- C. New information of substantial importance, which was not known and could not have been known, with the exercise of reasonable diligence at the time the previous environmental document was approved, shows:

- (1) The project will have one or more significant effects not discussed in the previous environmental document;
- (2) The significant effects previously examined will be substantially more severe than identified in the previous environmental document;
- (3) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponent declines to adopt the mitigation measures or alternatives; or
- (4) Mitigation measures or alternatives that are considerably different from those analyzed in the previous environmental document would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measures or alternatives.

If none of the above conditions are met the project, an addendum may be prepared to make minor changes to the previously certified environmental impact report and to document why no further environmental review is required.

In performing the required analysis and determining whether the criteria are met for use of an addendum, this Addendum relies on use of a Modified Environmental Checklist Form ("environmental checklist"), as suggested in Section 15063(d)(3) of the State CEQA Guidelines. Section 6 of this Addendum contains the environmental checklist, which is derived from Appendix G of the CEQA Guidelines and explains the basis for each response to the questions in the checklist. The environmental checklist is used as tool for evaluating the environmental effects of proposed hotel, including based on comparisons between the impacts of the approved hotel as evaluated under the previously certified EIR, and the proposed hotel. Based on the analysis in the environmental checklist, all of the findings listed above for utilizing an addendum as the appropriate CEQA documentation can be made.

FINDINGS

Finding 1: The proposed use is consistent with the General Plan and any applicable specific plan.

The project site is designated Recreational Commercial in the Seaside General Plan. A specific resort project which includes a 330-unit hotel, 170 timeshare/hotel units, and

125 single family residential units has been adopted to be constructed within the project boundaries. The Recreational Commercial (RGC) designation is primarily for outdoor recreational facilities including golf courses, equestrian centers, public swimming pools, and tennis clubs, with limited amount of residential, visitor accommodation units, and convenience retail uses; associated administrative office uses are allowed if integrated with the principal use.

Evidence: The proposed Hotel improvements are consistent with the land uses allowed within the RGC land use designation and the Seaside Resort certified EIR. The proposed Hotel improvements will not exceed the number units planned for the RGC land use designation, and would be within the allowed density, height limits, vehicle circulation, and water allocation that was certified for the EIR. (See Project File BAR-22-11)

Finding 2: The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Ordinance and the Municipal Code.

The project site is zoned V-FO – Fort Ord Visitor Serving Commercial. This district was established specifically for the former Fort Ord golf course area, to promote development of hotel and resort uses, along with associated commercial recreation uses such as golf courses and recreation-oriented residential uses. Hotel, timeshare uses, employee housing, and uses determined to be similar to those uses, are allowed land uses within this zoning district upon issuance of a use permit. Hotels, conference centers, restaurants, golf courses, and uses appurtenant to these uses are principal allowed uses.

Evidence: Seaside Municipal Code Section 17.24.010 regulates the V-FO district and allows hotels as a principal use, and conditionally allows timeshare uses and residential uses. The proposed Hotel improvements are consistent with the land uses allowed in the V-FO zoning district, as described above. (See Project File BAR-22-11)

Evidence: The proposed Hotel project does not propose any changes to the physical design or arrangement of buildings, so no further consideration of development standards is required for this application. (See Project File BAR-22-11)

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.

The Seaside Resort Project was approved by the City on July 7, 2005, including plans for hotel, residential, and timeshare uses within the existing golf courses. The Seaside Resort EIR analyzed environmental effects of the project, including the effects of 330 hotel units, 170 timeshare units (including lock-off units), and 125 single family houses on aesthetics, air quality, biological resources, noise, traffic, and water supply, among others. The maximum number of units for the proposed hotel would not exceed the

maximum build-out scenario that was considered in the Seaside Resort EIR. The proposed Hotel improvements will substantially be in compliance with the physical arrangement and location of the structures as approved in 2005. The arrangement within the site and would not have a different effect on surrounding uses and adjacent lands.

Evidence: The proposed Hotel improvements will allow variation in design of the hotel structure and the parking lot, but do not adversely affect the surrounding existing and planned uses and remain compatible with the original approvals, as described above. (See Project File BAR-22-11)

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.

The Seaside Resort project was approved by the City on July 7, 2005, including plans for hotel, residential, and timeshare uses within the existing golf courses. The Seaside Resort EIR analyzed environmental effects of the project, including the effects of 330 hotel units, 255 timeshare units (including lock-off units), and 125 single family houses on aesthetics, biological resources, geology, hazards, hydrology, traffic/access, and utilities, among others. Modifications to the design review of the hotel component would allow for a design which reduces the overall site disturbance by 7,000 square feet, provides for a height that will not exceed the existing mature trees that surround the site on the eastern, northern and southern boundaries and the maximum number of units would not exceed the maximum build-out scenario that was considered in the Seaside Resort EIR. The proposed Hotel improvements do not include any physical changes to already approved buildings or to their arrangement within the site that would either interfere or disrupt access to the hotel and other components of the Seaside resort. The site is suitable for the proposed development

Evidence: The proposed Hotel improvements would allow for architectural and site modifications within the similar boundaries of the hotel site that would not substantially affect the physical arrangement for the development of the Seaside Resort.

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.

The Seaside Resort is an approved project intended to utilize the Blackhorse and Bayonet Golf Courses synergistically as a catalyst for economic development within the former Fort Ord. The Hotel project is intended to further the achievement of that goal by facilitating development of the hotel component of the Seaside Resort. From this amendment to the architectural and site design of the hotel the City will realize both a higher status and synergistic development for its golf courses. Therefore, the proposed

project will promote the public interest. The proposed Hotel project will not have detrimental effects on public health, safety, convenience, or welfare. The proposed modifications allow additional types of uses, and variations in the number of units, but these changes will not result in any physical difference in the approved buildings and arrangement of those buildings within the site. The proposed Hotel Project will not be materially injurious to persons, property, or improvements.

Evidence: The proposed Hotel improvements will revise the architectural and site plan for the hotel in order to promote the City goal of developing synergistic uses within the Blackhorse and Bayonet golf courses. The modifications do not affect the physical designs of the Seaside Resort and would not be detrimental to public health, safety, welfare, convenience, or be materially injurious to persons, property, or improvements, as described above.

CONCLUSION

City recommends approval of the requested amendments/modifications to architectural design and site design for the Hotel component of the Seaside resort project.

City staff has also concluded that an addendum to the previously certified EIR is the appropriate document under CEQA for the request for approval of amendments/modifications to the architectural design and site design for the hotel component of the Seaside Resort project. In summary, the analysis in "the Addendum" concludes that the implementation of the project design would not result in impacts beyond those analyzed in the previously certified EIR prepared in July 2005. None of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent EIS/EIR have occurred, and thus an Addendum to the EIR is appropriate to satisfy CEQA requirements for the proposed project. However, the Addendum, along with the EIR, must be considered by the decision-making body prior to making a decision on the Modified architectural design and site plan for the proposed hotel.

ATTACHMENTS

1. Attachment 1 Draft Resolution
 2. Attachment 1 - Exhibit A Final 4th Addendum
 3. Attachment 1 - Exhibit B Project Plans
 4. Attachment 3 Project Site - Vicinity Setting
 5. Attachment 4 - Site Disturbance Comparison
 6. Attachment 5 - Photo Simulations
 7. Attachment 6 - Site Section from General Jim Mooere Boulevard
 8. Attachment 7 - Approved Fairmont Hotel Design
 9. Attachment 2 Location Map
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RESOLUTION NO. 22-XX

A RESOLUTION OF THE PLANNING COMMISSION/BOARD OF ARCHITECTURAL REVIEW OF THE CITY OF SEASIDE, STATE OF CALIFORNIA, APPROVING DESIGN REVIEW PERMIT BAR-22-11 FOR ARCHITECTURAL AND SITE DESIGN MODIFICATIONS FOR THE CONSTRUCTION OF A NEW HOTEL AND MAKING FINDINGS REQUIRED BY THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR AN ADDENDUM TO A PREVIOUSLY CERTIFIED ENVIRONMENTAL IMPACT REPORT FOR THE SEASIDE RESORT PROJECT LOCATED AT 2 McCLURE WAY IN FORT ORD- VISITOR SERVING COMMERCIAL (V-FO) ZONING DISTRICT.

WHEREAS, Seaside Acquisition Group, property owners, are requesting approval of a Design Review application to allow for architectural and site plan modifications for a new hotel design for the Hotel component on the Seaside Resort Project; and

WHEREAS, the approved hotel project design was accepted by the City Council on July 7, 2005 as part of the Seaside Resort Project which included the Hotel component, Time share Component and single family residential component; and

WHEREAS, the Seaside Zoning Code was updated on December 4, 2006, establishing a hotel use within the V-FO Zoning District as a Principal permitted use; and

WHEREAS, in accordance with Section 17.64.090.D of the Seaside Municipal Code (SMC), the property owner has submitted a revised architectural and site plan modifications for the hotel component of the Seaside Resort Project; and

WHEREAS, in accordance with Section 17.62.030.B.1 of the SMC, approval by the Board of Architectural Review shall be required for new nonresidential projects; and

WHEREAS, a duly noticed public hearing has been held on October 26, 2022 to consider by the Planning Commission architectural and site plan modifications and to accept an Addendum for the proposed project; and,

WHEREAS, the Planning Commission reviewed the staff report, received and considered oral comments at the public hearing concerning the proposed use and acted to grant approval of Design Review Application No. BAR-22-11 in accordance with Section 17.62.030 of the Seaside Municipal Code; and

WHEREAS, The Seaside Resort EIR was certified by the City on July 7, 2005. The Seaside Resort EIR was circulated for public review from August 19, 2002 to October 2, 2002, and the Revised Seaside Resort EIR, focusing on new information related to traffic and water supply, was circulated from May 6, 2004 to June 7, 2004; AND

WHEREAS, the City of Seaside has prepared a Fourth Addendum to the certified EIR to analyze the proposed modifications being made to the hotel component in accordance with Section 15164 of the CEQA Guidelines with consideration of the previously certified EIR, which is incorporated by reference under CEQA Guidelines Section 15150. (Addendum is attached as Exhibit A). The certified EIR and Appendices to the EIR are available at the Web links listed below:

1. Revised Certified EIR:
<https://www.ci.seaside.ca.us/DocumentCenter/View/4457/Revised-Draft-EIRpdf>
2. Appendices Seaside Resort EIR:
<https://www.ci.seaside.ca.us/DocumentCenter/View/4436/Appendices-Reducedpdf>

WHEREAS, The Addendum has been prepared to augment, with consideration of the previously certified EIR, the proposed modifications to the architectural and site design of the hotel component that was approved for the Seaside Resort Environmental Impact Report. Section 15164 of the State CEQA Guidelines states that an addendum to an earlier mitigated negative declaration or FEIR shall be prepared if some changes or additions are necessary to the previously adopted document, but none of the conditions described in Section 15162 calling for preparation of a subsequent mitigated negative declaration or EIR have occurred. Section 15162 of the State CEQA Guidelines identifies the conditions that require preparation of a subsequent EIR. A proposed change in a project will require preparation of a subsequent environmental document if:

- A. The change in the project is substantial. Substantial changes in the project are those that would require major revision of the previous environmental document due to the involvement of new significant environmental effects, or if a substantial increase in the severity of previously identified significant effects has occurred.
- B. The circumstances under which the project is undertaken have substantially changed. Substantial changes in circumstances are defined as those that would require major revisions of the previous environmental document in order to describe and analyze new significant environmental effects, or any changes that would cause a substantial increase in the severity of the previously identified significant effects.
- C. New information of substantial importance, which was not known and could not have been known, with the exercise of reasonable diligence at the time the previous environmental document was approved, shows:

- (1) The project will have one or more significant effects not discussed in the previous environmental document;
- (2) The significant effects previously examined will be substantially more severe than identified in the previous environmental document;
- (3) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponent declines to adopt the mitigation measures or alternatives; or
- (4) Mitigation measures or alternatives that are considerably different from those analyzed in the previous environmental document would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measures or alternatives.

If none of the above conditions are met the project, an addendum may be prepared to make minor changes to the previously certified environmental impact report and to document why no further environmental review is required.

In performing the required analysis and determining whether the criteria are met for use of an addendum, this Addendum relies on use of a Modified Environmental Checklist Form ("environmental checklist"), as suggested in Section 15063(d)(3) of the State CEQA Guidelines. Section 6 of this Addendum contains the environmental checklist, which is derived from Appendix G of the CEQA Guidelines and explains the basis for each response to the questions in the checklist. The environmental checklist is used as tool for evaluating the environmental effects of proposed hotel, including based on comparisons between the impacts of the approved hotel as evaluated under the previously certified EIR, and the proposed hotel. Based on the analysis in the environmental checklist, all of the findings listed above for utilizing an addendum as the appropriate CEQA documentation can be made.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission/Board of Architectural Review adopts the following findings approving Design Review Application No. BAR-22-11:

Finding 1: The proposed use is consistent with the General Plan and any applicable specific plan.

The project site is designated Recreational Commercial in the Seaside General Plan. A specific resort project which includes a 330-unit hotel, 170 timeshare/hotel units, and 125 single family residential units has been adopted to be constructed within the

project boundaries. The Recreational Commercial (RGC) designation is primarily for outdoor recreational facilities including golf courses, equestrian centers, public swimming pools, and tennis clubs, with limited amount of residential, visitor accommodation units, and convenience retail uses; associated administrative office uses are allowed if integrated with the principal use.

Evidence: The proposed Hotel improvements are consistent with the land uses allowed within the RGC land use designation and the Seaside Resort certified EIR. The proposed Hotel improvements will not exceed the number units planned for the RGC land use designation, and would be within the allowed density, height limits, vehicle circulation, and water allocation that was certified for the EIR. (See Project File BAR-22-11)

Finding 2: The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Ordinance and the Municipal Code.

The project site is zoned V-FO – Fort Ord Visitor Serving Commercial. This district was established specifically for the former Fort Ord golf course area, to promote development of hotel and resort uses, along with associated commercial recreation uses such as golf courses and recreation-oriented residential uses. Hotel, timeshare uses, employee housing, and uses determined to be similar to those uses, are allowed land uses within this zoning district upon issuance of a use permit. Hotels, conference centers, restaurants, golf courses, and uses appurtenant to these uses are principal allowed uses.

Evidence: Seaside Municipal Code Section 17.24.010 regulates the V-FO district and allows hotels as a principal use, and conditionally allows timeshare uses and residential uses. The proposed Hotel improvements are consistent with the land uses allowed in the V-FO zoning district, as described above. (See Project File BAR-22-11)

Evidence: The proposed Hotel project does not propose any changes to the physical design or arrangement of buildings, so no further consideration of development standards is required for this application. (See Project File BAR-22-11)

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.

The Seaside Resort Project was approved by the City on July 7, 2005, including plans for hotel, residential, and timeshare uses within the existing golf courses. The Seaside Resort EIR analyzed environmental effects of the project, including the effects of 330 hotel units, 170 timeshare units (including lock-off units), and 125 single family

houses on aesthetics, air quality, biological resources, noise, traffic, and water supply, among others. The maximum number of units for the proposed hotel would not exceed the maximum build-out scenario that was considered in the Seaside Resort EIR. The proposed Hotel improvements will substantially be in compliance with the physical arrangement and location of the structures as approved in 2005. The arrangement within the site and would not have a different effect on surrounding uses and adjacent lands.

Evidence: The proposed Hotel improvements will allow variation in design of the hotel structure and the parking lot, but do not adversely affect the surrounding existing and planned uses and remain compatible with the original approvals, as described above. (See Project File BAR-22-11)

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.

The Seaside Resort project was approved by the City on July 7, 2005, including plans for hotel, residential, and timeshare uses within the existing golf courses. The Seaside Resort EIR analyzed environmental effects of the project, including the effects of 330 hotel units, 255 timeshare units (including lock-off units), and 125 single family houses on aesthetics, biological resources, geology, hazards, hydrology, traffic/access, and utilities, among others. Modifications to the design review of the hotel component would allow for a design which reduces the overall site disturbance by 7,000 square feet, provides for a height that will not exceed the existing mature trees that surround the site on the eastern, northern and southern boundaries and the maximum number of units would not exceed the maximum build-out scenario that was considered in the Seaside Resort EIR. The proposed Hotel improvements do not include any physical changes to already approved buildings or to their arrangement within the site that would either interfere or disrupt access to the hotel and other components of the Seaside resort. The site is suitable for the proposed development

Evidence: The proposed Hotel improvements would allow for architectural and site modifications within the similar boundaries of the hotel site that would not substantially affect the physical arrangement for the development of the Seaside Resort. (See Project File BAR-22-11)

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.

The Seaside Resort is an approved project intended to utilize the Blackhorse and Bayonet Golf Courses synergistically as a catalyst for economic development within the former Fort Ord. The Hotel project is intended to further the achievement of that goal by facilitating development of the hotel component of the Seaside Resort. From this amendment to the architectural and site design of the hotel the City will realize both a higher status and synergistic development for its golf courses. Therefore, the proposed project will promote the public interest. The proposed Hotel project will not have detrimental effects on public health, safety, convenience, or welfare. The proposed modifications allow additional types of uses, and variations in the number of units, but these changes will not result in any physical difference in the approved buildings and arrangement of those buildings within the site. The proposed Hotel Project will not be materially injurious to persons, property, or improvements.

Evidence: The proposed Hotel improvements will revise the architectural and site plan for the hotel in order to promote the City goal of developing synergistic uses within the Blackhorse and Bayonet golf courses. The modifications do not affect the physical designs of the Seaside Resort and would not be detrimental to public health, safety, welfare, convenience, or be materially injurious to persons, property, or improvements, as described above. (See Project File BAR-22-11)

BE IT FURTHER RESOLVED, the Planning Commission hereby grants Board of Architectural Review Application No. 22-11 subject to the following terms and conditions:

Project Specific:

Planning:

1. Except as modified by required conditions of approval, plans submitted for a building permit shall substantially conform to the plans approved for discretionary permits for this project, Dated September 2, 2022, shown on Exhibit A.

APPLICABLE TO ALL COMPONENTS AND PERMITS OF THE SEASIDE RESORT

1. AGREEMENT TO ACCEPT CONDITIONS. These approvals shall have no force or effect unless and until the Applicant executes a certificate of acceptance of these Project Conditions in a form acceptable to the City Manager.

2. CONFORMANCE OF PLANS. Plans submitted for a Building Permit shall substantially conform to the VTM dated August 2004 and related plans and exhibits identified as " Seaside Resort", stamped "Received July 14, 2004" except as modified by the Project Conditions.

3. SUCCESSORS IN INTEREST. The approvals granted shall run with the land and shall be valid for the Applicant's successors in interest, except if a use authorized by a conditional use permit has been discontinued or modified for a period of one year, then such original use shall not be reestablished unless it is authorized by a new conditional use permit under new proceedings.

4. DEVELOPMENT STANDARDS. The uses and development of the Project site shall conform to the uses and development standards contained in applicable sections of the Seaside Municipal Code that were in effect at the time of acceptance by the City of the Project applications as complete, except that amendments to the Municipal Code amending Chapter 17.04 that add a definition of timeshare and add Chapter 17.43 establishing standards for timeshare projects shall apply to the Project site and its development.

5. INDEMNIFICATION. The Applicant agrees as a condition and in consideration of the approval of these approvals that it shall 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, which action is brought within the time period provided for under law, including but not limited to, Government Code Section 66499.37, as applicable. The Applicant shall reimburse the City for any court costs and attorney's fees that 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. An agreement to this effect shall be recorded upon demand of City Council concurrent with the issuance of permits or use of the property, whichever occurs first and as applicable. The City shall promptly notify the Applicant of any such claim, action or proceeding, and the City shall cooperate fully in the defense thereof. If the City fails to promptly notify the Applicant of any such claim, action, or proceeding or fails to cooperate fully in the defense thereof, the Applicant shall not thereafter be responsible to defend, indemnify, or hold the City harmless.

6. MITIGATION MONITORING AND REPORTING. The mitigation measures set forth in the EIR as necessary to mitigate or reduce significant effects on the environment shall be implemented in the manner set forth in the Mitigation Monitoring and Reporting

Program established for the Project by the City pursuant to California Public Resources Code Section 21081.6 and CEQA Guidelines Section 15097. The Program is provided as Exhibit G to Planning Commission Resolutions No. 04-36 and 04-37 and is incorporated herein by this reference.

7. COMPLIANCE WITH DISPOSITION AND DEVELOPMENT AGREEMENT (DDA). The Applicant shall comply with the terms and conditions of the DDA by and between the City of Seaside and Seaside Resort Development LLC.

8. ACCESS. For purposes of assuring compliance, the Applicant, agents, representatives or their assignees agree not to deny or impede reasonable access to the subject property by City employees in the performance of their duties except as necessary for health and safety.

9. TIME LIMITATIONS. Except as otherwise extended by Condition 10 of these Project Conditions, the Project Approvals shall be subject to the following time limitations:

(a) The Design Review Approval (BAR-22-11) shall become null and void with respect to those structures within the scope of those approvals for which a building or grading permit has not been issued and construction on that structure has not commenced within the time period specified in the Schedule of Performance within the DDA.

10. TOLLING OF TIME LIMITATIONS. Time limits for commencement of an activity or use under any Project approval set forth in state law or the Municipal Code shall be automatically tolled during the pendency of litigation, referendum, or other action seeking to invalidate or set aside any Project-related approval. Application for tolling of any requirement for any other reason shall be made by the Applicant, its successors or assigns, to the City Manager. A determination on a request for tolling shall be made by the City Manager in consultation with the City Attorney.

11. SUBSEQUENT APPLICATIONS – GENERAL. The Municipal Code requires that separate applications eventually be made by owners of residential lots on which homes would subsequently be constructed, and by the golf course operator for the relocated golf course maintenance building. Such applications shall be subject to review and consideration by the applicable body or official specified by the Municipal Code, including consideration of building elevations, fencing, and landscaping, and shall incorporate the requirements of applicable Project Conditions enumerated herein, prior to approval of those applications.

12. BUSINESS OPERATIONS TAX CERTIFICATE. Contractors and subcontractors involved in construction of the Project shall secure a Business Operations Tax Certificate (Business License) from the City prior to commencing work and shall maintain said Certificate in force for the duration of the contract.

13. FINANCING OF IMPROVEMENTS AND SERVICES THROUGH AN ASSESSMENT DISTRICT(S) AND/OR COMMUNITY FACILITY DISTRICT(S). This Project and these Project Conditions call for the construction and acquisition of certain specified public improvements and equipment, including, but not limited to, neighborhood and community parks, fire station, fire apparatus, police equipment, and emergency access and the payment of various fair share development impact fees to mitigate the impact of the project on various environmental resources, public facilities and public services (Mitigation Measures MM 32, 33, 34, 35, 36, 38, 41 and 42). As a means of financing required capital improvements, the Applicant, no later than at the time the first Final Subdivision Map is submitted to the City for approval, may request, and the City will initiate the steps required to consider the consummation, pursuant to Government Code Section 66462 (a)(2), of proceedings under an appropriate special assessment act(s) and/or the Mello-Roos Community Facilities Act of 1982 (Government Code Sections 53311 et seq.) for the purpose of forming one or more districts, levying a special tax and/or special assessment against the properties comprising the project site, and issuing bonds to finance the eligible capital improvements. If more than one option is available, the City will consult with Applicant and discuss their preference. If the terms and conditions for the formation of the District(s) are not specified in the DDA, they shall be determined and agreed upon, if at all, prior to the approval of the first Final Map.

14. FIRE FEE. The Applicant shall pay a fair share development fee in the amount of \$324,314.00, as specified in Table 12 of the EMC Planning Group, Inc. Seaside Resort Fee Study dated May 23, 2005 for the purpose of constructing a fire station, providing fire apparatus including a standard pumper engine and quint engine (or equivalent) available for use on the former Fort Ord within the City limits. The fee attributable to the Hotel Component shall be \$137,006.00 and shall be paid prior to the recordation of the Final Map that contains the hotel project. The fee attributable to the Timeshare Component shall be \$70,525.00, shall be paid in increments of \$7,836.11 per phase based on the nine phases of the Timeshare Component, and shall be paid prior to the City's approval of the Final Map that contains the phase or phases of the timeshare component. The fees proportionally attributable to the Residential Component of the Project shall be \$116,783.00, shall be paid in increments of \$934.26 per residential lot, and shall be paid prior to the City's approval of the Final Map that contains the residential lot. (MM 32 & 33)

15. POLICE FEE. The Applicant shall pay a fair share development fee in the amount of \$47,040.00, as specified in Table 12 of the EMC Planning Group, Inc. Seaside Resort Fee Study dated May 23, 2005 for the purpose of expanding Police Department headquarters office space, expanding the wireless communications system, constructing a police substation and providing patrol vehicles and officers to serve the former Fort Ord within the City limits. The fee attributable to the Hotel Component shall be \$15,384.00, which shall be paid prior to the City's approval of the Final Map that contains the hotel project. (MM 34, 35 & 36)

16. EMERGENCY VEHICLE ACCESS (EVA) FEES. The Applicant shall pay a fair share fee of \$26,717.00 for the Paralta Avenue EVA and \$78,243.00 as an in-lieu fee for the Yosemite Avenue EVA, as specified in Table 12 of the EMC Planning Group, Inc. Seaside Resort Fee Study dated May 23, 2005. The fees attributable to the Hotel Component shall be \$50,113.00 and shall be paid prior to the City's approval of the Final Map that contains the hotel project. (MM 38 & 39)

17. GATEWAY IMPROVEMENTS. The Applicant shall pay a fair share fee of \$579,684, as specified in Table 12 of the EMC Planning Group, Inc. Seaside Resort Fee Study dated May 23, 2005. The fees attributable to the Hotel Component shall be \$307,047.00 and shall be paid prior to the City's approval of the Final Map that contains the hotel project.

18. INTEGRATED CONSTRUCTION MANAGEMENT PLAN. Applicant shall prepare an integrated Construction Management Plan that takes into account construction and timing requirements of Resort Project components and relocation requirements for existing golf course buildings and facilities (e.g. clubhouse, cart storage, driving range, maintenance building and golf hole relocations). The Plan shall minimize, to the maximum extent feasible, disruption of public access to the existing golf course operation, economic costs of construction disruption to the golf course operator and the City, and the duration of temporary closures of existing facilities. This Plan shall be prepared in cooperation with the City and the golf course operator, reviewed by the Public Works Director, and approved by the City Manager prior to the issuance of grading or building permits for any component of the Project.

19. CONSTRUCTION TRAFFIC MANAGEMENT. The Applicant shall prepare a Construction Traffic Management Plan. The plan shall establish preferred access routes for the construction workforce and shall designate required truck routes and hours of truck travel during construction of the proposed Project. Trucks shall haul debris from the Project site to the Marina Landfill or other acceptable landfill, except materials that are not accepted at the Marina Landfill or other acceptable landfill may be brought to the

nearest acceptable disposal location for that material. The plan shall minimize the use of Coe Avenue for construction workforce access and truck routing to the extent feasible. The plan shall be reviewed and approved by the Public Works Director prior to issuance of a grading or building permit. The plan shall be subject to reasonable and feasible modification by the Public Works Director as required during the course of construction.

20. CONSTRUCTION EMERGENCY ACCESS. The Applicant shall prepare a construction emergency access plan that ensures adequate access for emergency vehicles to all areas of the Project and existing golf course facilities during construction. Access roads, if not paved, shall be able to accommodate the weight of a typical fire engine (approximately 41,000 pounds). The plan shall be prepared with the input of the Fire and Police Chiefs, and shall be approved by them prior to commencement of construction.

21. CONSTRUCTION SAFETY. The Project area shall be fenced, as necessary, during construction for safety purposes and to keep out unauthorized personnel, as determined by the Public Works Director.

22. HAZARDOUS MATERIALS. Hazardous materials brought on to the site during construction shall be safely stored in accordance with the governmental agency regulating the material, and shall be removed from the site when no longer required, or upon completion of construction, whichever occurs first.

23. CONSTRUCTION HOURS. The following language shall be included on plan specifications and in any permits issued for the Project:

Noise generating construction activities are limited to weekdays between 7:00 AM and 7:00 PM, Saturdays between 9:00 AM and 5:00 PM, Sundays and holidays between 10:00 AM and 5:00 PM. Once per week, or other time frame as approved by the Public Works Director, the lead contractor shall provide a description of the work to be performed and the construction schedule for the next two week period to the Public Works Director, the Army Directorate of Environmental and Natural Resources Management and the Monterey Peninsula Unified School District administration during demolition, grading and construction of improvements. (MM 29)

The Public Works Director shall have the discretion to modify the time and/or location of noise generating construction activities, provided however that such discretion shall not be exercised to reduce the hours of operation in this condition or to significantly delay the completion of the Project.

24. CONSTRUCTION EQUIPMENT NOISE REDUCTION. Construction equipment shall be properly outfitted and maintained with noise reduction devices to minimize construction-generated noise in accordance with the standards presented in Table 18 on page 2-84 of the Draft EIR, or equivalent standard if no standard is presented in Table 18. Wherever feasible, noise-generating equipment shall be shielded from nearby sensitive receptors by noise attenuating buffers such as structures or trucks. Stationary construction equipment shall be centrally located on site at the greatest distance possible from nearby noise-sensitive receptors. (MM 30)

25. DUST CONTROL. Project Improvement Plans shall contain provisions for dust control acceptable to the Public Works Director prior to issuance of a building permit and shall include all or some of the following measures, as necessary to adequately control dust.

- a) Water all active portions of the construction site at least twice daily using only non-potable water on an as needed basis if necessary and feasible,
- b) Suspend all excavation and grading operations when wind speeds exceed 15 miles per hour averaged over one hour, if watering activities are inadequate to control airborne dust,
- c) Replace ground cover or apply MBUAPCD-approved chemical soil stabilizers according to manufacturer's specifications to all inactive portions of the construction site (previously graded areas inactive for four days or more), when airborne dust conditions are visible,
- d) Apply water two times daily or chemical stabilizers according to manufacturer's specifications to all inactive portions of the construction site (previously graded areas inactive for four days or more), when airborne dust conditions are visible,
- e) Sufficiently water or securely cover all material transported off-site and adjust on-site loads as necessary to prevent airborne dust conditions. Haul trucks shall maintain enough freeboard to prevent airborne dust conditions,
- f) Plant vegetative ground cover in, or otherwise stabilize disturbed areas as soon as grading and construction activities in those areas are completed,
- g) Cover material stockpiles that remain inactive for more than 72 consecutive hours,

- h) Provide dust free stabilized surfaces at the exit of construction sites for all exiting trucks,
- i) Sweep adjacent public streets at the end of each day if visible soil material is carried out from the construction site,
- j) Limit traffic speed on all unpaved roads to 15 miles per hour or less,
- k) Post a publicly visible sign that specifies the telephone number of the on-site contractor and person to contact regarding dust complaints. This person shall respond to complaints and take corrective action by the end of the same day if the complaint is received by 12:00 noon and within 24 hours if the complaint is received later than 12:00 noon. The phone number of the MBUAPCD shall be visible to ensure compliance with Rule 402 (Nuisance),
- l) The grading contractor shall appoint a qualified site monitor to ensure that the plan is implemented, or
- m) Limit the area of grading to 2.2 acres per day during earthmoving efforts (grading and excavation) and 8.1 acres per day with minimal earthmoving (finish grading). The number of acres may be increased if direct emissions of PM10 do not exceed MBUAPCD's threshold of significance based on MBUAPCD approved dispersion modeling. The use of these limits is intended to relieve the applicant of the need to apply (b) through (l). (MM 8)

26. CONSTRUCTION MAINTENANCE AND RECYCLING. The construction site shall be maintained in a clean and orderly manner on a daily basis. Project materials and waste generated or removed during the construction of the Project shall be recycled in accordance with the State and City requirements.

27. ARCHAEOLOGICAL RESOURCES. Because of the possibility that significant buried cultural resources may be found during construction, the following language shall be included in construction contracts:

If historical or unique archaeological resources are accidentally discovered during construction, work shall be halted at a minimum of 200 feet from the find and the area shall be staked off. The project proponent shall notify the Director of the Archaeological Regional Research Center to arrange for an immediate evaluation of the find by a qualified archaeologist. The qualified archaeologist shall determine whether or not the site is a historical resource as defined in CEQA Guidelines section

15064.5(a). If it is determined that the site is a historical resource, the City shall refer to the provisions of CEQA Guidelines section 15064.5 and the provisions of section 15126.4 of the Public Resources Code to determine the significant environmental effects of the Project on this historical resource. If the archaeological site does not meet the criteria defined in CEQA Guidelines section 15064.5(a), but does meet the definition of a unique archaeological resource in Public Resources Code section 21083.2, the preferred project site shall be treated in accordance with the provisions of this section. If it is found that the Project will cause damage to a unique archaeological resource, the City shall require that reasonable efforts be made to permit any or all of these resources to be preserved in place or left in an undisturbed state. Some of the measures to be taken in the event of a discovery include: planning future construction to avoid the archaeological site; deeding archaeological sites into permanent conservation easements; capping or covering archaeological site with a layer of soil before building on the sites; and/or planning parks, green space or other open space to incorporate the archaeological sites in the site plan. (MM 20)

28. DISCOVERY OF HUMAN REMAINS. Because of the possibility of accidental discovery or recognition of any human remains during construction, the following language shall be included in construction contracts, in accordance with CEQA Guidelines section 15064.5(e):

If human remains are found during construction there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the City Police Department is notified and contacts the coroner of Monterey County to determine that no investigation of the cause of death is required. If the coroner determines the remains to be Native American the coroner shall contact the Native American Heritage Commission within 24 hours. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descendent from the deceased Native American. The most likely descendent may then make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and associated grave goods as provided in Public Resources Code Section 5097.98. The landowner or his authorized representative shall rebury the Native American human remains and associated grave goods

with appropriate dignity on the property in a location not subject to further disturbance if: a) the Native American Heritage Commission is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 24 hours after being notified by the commission; b) the descendent identified fails to make a recommendation; or c) the landowner or his authorized representative rejects the recommendation of the descendent, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner. (MM 21)

29. **ORDNANCE AND EXPLOSIVES REVIEW.** The Presidio of Monterey, Directorate of Environmental and Natural Resources Management (DENR) shall review the Project site, prior to issuance of a grading or building permit, to determine if the Project is planned within known or potential Ordnance and Explosives (OE) areas. If the DENR determines that the Project is within such an area, then as part of construction plan specifications, the project contractor shall have an U.S. Army-approved plan for OE avoidance, and a trained OE specialist shall perform the avoidance. As part of construction plan specifications and the plan for OE avoidance, the contractor, construction crews, and subcontractors shall be required to stop work and contact the Federal police when ordnance is found. (MM 24)

30. **ORDNANCE AND EXPLOSIVES RECOGNITION TRAINING.** Construction supervisors and crews shall attend a U.S. Army sponsored OE safety briefing prior to commencement of construction. This briefing shall identify the variety of OE that is expected to exist on the installation and the actions to be taken if a suspicious item is discovered. This requirement for briefing shall be included in construction documents. (MM 25)

31. **WILDLIFE RELOCATION.** Special-status wildlife species present in the Project area shall be salvaged and relocated from the Project area, in cooperation with USFWS and CDFG. Special-status wildlife species potentially located in the Project area include black legless lizard, coast horned lizard, and Monterey dusky-footed woodrat. A Memorandum of Understanding (MOU) with CDFG shall be obtained to provide for a wildlife biologist authorized to salvage and relocate special-status wildlife species from the construction zone that may be uncovered during earthmoving activities. Recovered individuals shall be placed in appropriate habitat outside of the Project area. (MM 13)

32. **SPINEFLOWER SURVEYS.** During the appropriate timeframe in the spring following project approval, in consultation with the Directorate of Environmental and Natural Resources Management, the Applicant shall have a survey for Monterey spineflower

conducted by a qualified biologist to confirm whether Monterey spineflower occurs on the southwestern portion of the Project site. If Monterey spineflower is not observed on the Project site, no further action shall be required. If Monterey spineflower is observed on the Project site, a seed bank salvage program shall be prepared to address material retrieval, material storage, and timing and location of future use. (Final EIR MM 11a)

33. **RAPTOR SURVEYS.** A qualified biologist shall conduct a pre-construction survey of trees located in and within 200 feet of the construction zone to determine if active raptor nests are present if construction is scheduled during the raptor nesting and/or breeding season (generally March 1 through August 1). If active nests are found within the survey area, clearing and construction within 200 feet of the active nest(s) shall be postponed or halted until the nest(s) are vacated and juveniles have fledged and there is no evidence of a second attempt at nesting, at the discretion of the biologist. Alternatively, tree removal and other construction activities can be scheduled to avoid the nesting season. Language to this effect shall be included in construction documents. (MM 14)

34. **BIOLOGICAL TRAINING.** A qualified biologist shall be retained to conduct a contractor education program to inform workers of sensitive biological resources in the area, the potential presence of special-status species and their protected status, work boundaries, and measures to be implemented to avoid loss of these species during construction, prior to commencement of construction. (MM 15)

35. **CONSTRUCTION FOOD TRASH.** Food-related trash items shall be enclosed in sealed containers and regularly removed from the Project area to avoid attracting wildlife to the Project area during construction. Language to this effect shall be included in construction documents. (MM 17)

36. **CONSTRUCTION PET RESTRICTIONS.** Pets brought on site by construction workers shall be confined to vehicles or building interiors, or leashed or tethered within areas disturbed by the construction. Language to this effect shall be included in construction documents. (MM 18)

37. **PREMISES IDENTIFICATION.** Approved numbers or addresses shall be placed on all new and existing buildings and/or signage at the street as to be plainly visible and legible from the street or road fronting the property. Numbers shall contrast with their background and be of a minimum four inches in height.

38. TRASH ENCLOSURES. The location of outdoor trash enclosures shall be indicated on Project Improvement Plans. Enclosures shall be constructed and screened in accordance with Section 17.52.080 of the Seaside Municipal Code.

39. CONSTRUCTION PERIOD REVEGETATION PLAN. A Revegetation Plan shall be prepared that provides for revegetation of bare and disturbed ground during construction in order to minimize the spread of invasive exotic species. The Plan shall be prepared and approved by the Public Works Director prior to commencement of grading and shall specify native plants as preferred stabilization materials. (MM 10)

40. LIGHTING PLAN. The Applicant shall prepare a Lighting Plan showing the location, design and materials of all proposed exterior lights (permanent and construction period). The Plan shall demonstrate that exterior lighting will be designed, positioned, and controlled to direct light downward and minimize light or glare on adjacent properties, minimize intrusion into habitat areas and maintain consistent intensity throughout the Project area. Street and parking lot lighting shall be of low stature and of a full cutoff design or include opaque shields to reduce illumination of the surrounding landscape. The Plan shall be reviewed and approved by the Board of Architectural Review and the Community Development Director prior to issuance of the first building permit for each component identified in the lighting plan. (MM 11)

41. MASTER SIGN PLAN. The Applicant shall prepare a Master Sign Plan showing the location, design, colors and materials of all proposed signage, including off-site project identification and directional signage. Signage shall be in conformance with the City's sign ordinance (Municipal Code Chapter 17.40) and shall be reviewed and approved by the Board of Architectural Review and the Community Development Director prior to issuance of the first building permit for each project component identified in the Master Sign Plan.

42. EMERGENCY VEHICLE TURNAROUNDS. Streets and linear parking areas shown on the Final Map for any phase of the Project shall either connect at their ends to another street or approved emergency access, or include either a cul-de-sac or hammerhead termination meeting the standards of the City subject to the review and approval of the Fire Chief and Public Works Director, (MM 40)

43. FIRE FLOW. Water system improvements shall be designed to meet fire flow standards as required and approved by the Fire Chief. Evidence shall be submitted to the Community Development Director that proposed water system improvements have been approved by the Fire Chief prior to the issuance of a building permit.

44. FIRE HYDRANTS. The placement of fire hydrants shall be subject to the review and approval by the Fire Chief and Marina Coast Water District prior to issuance of a building permit. Water for structural fire protection during the construction period shall be available by method acceptable to the Fire Chief prior to structural framing of any buildings. The minimum single flow hydrant shall be 1,500 GPM at 20-PSI residual pressure. If fire hydrants are already in place, include civil drawings showing location of these hydrants with the building permit submittal.

45. FIRE HYDRANT LOCATION IDENTIFIER: The Applicant shall ensure that approved ("Blue Dot") fire hydrant location identifiers have been placed in roadways and driveways, as directed by the Fire Department, prior to final inspection and issuance of a certificate of occupancy.

46. AUTOMATIC SPRINKLER SYSTEM REQUIRED. Buildings in excess of 5,000 square feet shall be equipped throughout with an automatic fire sprinkler system. The fire sprinkler system shall be hydraulically designed per National Fire Protection Association (NFPA) Standard #13, 1999 Edition.

47. FINAL REQUIRED FIRE FLOW. Required fire flow may be reduced up to 50 percent in buildings equipped with fire sprinkler systems but, can be no less than 1,500 GPM. Therefore, the final required fire flow is 1,500 GPM at 20-PSI residual pressure. This flow shall be taken from any two fire hydrants, on or near the site so long as they are spaced at a minimum spacing of 250 feet.

48. TIMING OF REQUIRED WATER SUPPLY INSTALLATIONS. Required Fire Hydrant and Water Supply installations shall be in place, inspected, tested, and accepted by the Fire Department prior to commencement of combustible construction unless otherwise approved in writing by the Fire Chief. Bulk combustible construction materials may not be delivered to the construction site until installations are completed as stated above. Clearance for building permits may be held until installations are completed.

49. LOCATION OF REQUIRED FIRE PROTECTION EQUIPMENT. The location of Fire Hydrants, Fire Sprinkler System(s), Control Valves (PIV/OS&Y), Fire Department Connections (FDC) and Fire Alarm Equipment shall be reviewed and approved by the Fire Department prior to issuance of building permits. Permits are required for the installation of private water supply, tank, and hydrant systems and must be issued to contractors prior to the start of installations of such systems.

50. FIRE LANE MARKING. Fire lanes shall be appropriately marked and shall conform to Local Government Standards and Fire Department Standard Details and Specifications.

51. FIRE APPARATUS ACCESS ROADWAYS/DRIVEWAYS. The Applicant shall submit plans for required fire apparatus roadways/driveways for review and approval by the Fire Chief prior to commencement of construction. Required fire apparatus roadway/driveway installations, up through first lift of asphalt, shall be in place, inspected, and accepted by the Fire Chief unless otherwise approved in writing by the Fire Chief prior to the commencement of combustible construction. Bulk combustible construction materials shall not be delivered to the construction site until fire apparatus access installations are completed. During construction, emergency fire apparatus access roads shall be maintained clear and unimpeded. Issuance of building permits may be withheld until installations are completed.

52. STANDARDS FOR PUBLIC IMPROVEMENTS. The Applicant shall construct all public improvements in accordance with the latest City Standards and Specifications. Should the Applicant propose the use of a standard for any improvement that differs from the standards presently in the City's codes and ordinances, such alternative standard must be presented to and approved by the Public Works Director. The Applicant shall cause Standard Specifications and Standard Drawings to be prepared in a format to be approved by the Public Works Director.

53. CONSISTENCY WITH APPLICABLE AGENCY AND DEPARTMENT REQUIREMENTS. The Project shall comply with the requirements of the Monterey County Health Department and the City.

54. UNDERGROUNDING OF UTILITIES. All new public and private utilities for the Project that are located within the Project site, including utility lines, transformers, cable boxes, telephone facilities, and other such joint trench improvements shall be underground within public utility easements. Relocations, upgrades, or installations of existing utilities shall be shown on joint trench plans. Cable and telecommunications conduit shall be appropriately sized to accommodate potential future telecommunication or other information conveyance uses. Equipment or facilities that cannot feasibly be placed underground shall be appropriately screened with vegetation or attractive fencing, subject to approval by the Public Works Director. All existing overhead utility lines and poles within the Project site that provide service to the Project site shall be removed and replaced in underground facilities in a manner acceptable to the applicable utility company. No pad-mounted transformer pedestals will be allowed.

55. WATER AND SEWER SYSTEM IMPROVEMENTS. The Applicant shall enter into a "Construction and Transfer of Water, Sewer and Recycled Water Infrastructure Agreement" with MCWD. Said agreement shall set forth the general and specific terms for provision of water, sewer and reclaimed water service to the Project including design and construction of improvements, metering of use, payment of fees, permits and easements, inspection, and conditions of service. Improvement Plans for water, sewer, and reclaimed water facilities shall be prepared and signed by a registered civil engineer licensed by the State of California and reviewed and approved by Marina Coast Water District ("MCWD") and the California Department of Health Services prior to the recordation of the Final Map for that phase.

56. USE OF ALTERNATE WATER SOURCE WHEN AVAILABLE ADJACENT TO SITE. The Applicant shall design and construct landscape irrigation systems so they can be readily converted to use an alternate water source when an alternate water source becomes available adjacent to the site.

57. RECLAIMED WATER. Landscape irrigation systems shall be designed and installed by the Applicant utilizing American Water Works Association (AWWA) pipe for use in reclaimed water systems, connected with a backflow preventer to a potable water system. The system shall be designed to applicable standards and in such a way that should reclaimed water become available for irrigation, the disconnect from the potable water system to the reclaimed water system can be accomplished at minimal cost to the property owner, property owners' association, or homeowners' association. Upon conversion of the irrigation piping to a reclaimed or other non-potable water source, the irrigation system shall be completely independent of the potable system, and no connections between the two systems shall exist. This irrigation design shall be included in the Project Improvement Plans prepared prior to approval of the first building permit, subject to review and approval of the Community Development Director, the Manager of the Marina Coast Water District, and the Monterey County Department of Environmental Health. (MM 46)

58. WATER CONSERVATION AND METERING. Water connections shall be metered as required by section 3.36.030(W) of the MCWD ordinances. Water fixtures installed in structures shall be low-flow designs that comply with the requirements of the City's Water Conservation Ordinance and Chapter 3.36.030(S) of the MCWD ordinances. Water conservation devices required by the City and MCWD include shower and faucets flow restrictors (2.5 gallons per minute), ultra low flow flush toilets (1.6 gallons per flush) and insulated recirculating hot water systems. Landscape irrigation shall use low flow irrigation devices consistent with the state of the art for landscape irrigation systems. Landscape irrigation plans shall be approved by MCWD and the Public Works

Director prior to being installed. The Public Works Director shall monitor annual water reports from the MCWD indicating the amount of water consumed by the Project.

59. GRADING PLANS. Grading plans shall be prepared and signed by a registered civil engineer licensed by the State of California. Grading plans shall be prepared and implemented in conformance with the Uniform Building Code and Chapter 15.32 of the Municipal Code. Grading plans shall demonstrate that grading will complement surrounding topography, minimize habitat disturbance and utilize landform grading techniques to the greatest extent feasible and shall be reviewed and approved by the Public Works Director and the Building Official prior to commencement of grading or site preparation activities. (MM 9)

60. GRADING LIMITS. Prior to commencement of grading, grading limits shall be temporarily delineated (e.g., staked or flagged) to avoid inadvertent removal of plants or habitat degradation of areas not proposed for grading and construction. No earthmoving, dumping of spoils, storage of construction materials, staging of equipment, or disposal of construction-related spoils shall be allowed outside the delineated area. (MM 16)

61. GEOTECHNICAL REPORT. The Applicant shall have an engineering geotechnical report prepared to address site preparation measures and foundation designs appropriate to the potential dynamic densification characteristic of project site soils subject to the review and approval of the Public Works Director. The report shall include, but not be limited to clearing and site preparation, reworking sub-grade preparation, fill material, compaction, backfill, cut and fill slope drainage and percolation. (MM 22)

62. ELEVATION SURVEY. The Applicant shall provide to the Public Works Director a stamped, signed elevation and property line survey prepared by a licensed land surveyor prior to the issuance of a grading or building permit.

63. EROSION CONTROL. Prior to the issuance of a demolition, grading or building permit, Improvement Plans, including Erosion Control Plans, shall be submitted for approval to the public Works Director. The Improvement Plans shall include design of the storm water drainage system to prevent the flow of mud or dirt from the Project site onto adjacent properties, and demonstrates that measures will be taken to ensure that on-site drainage systems are designed to capture and filter out urban storm water pollutants to the extent feasible. To implement this condition, the Applicant shall, prior to the issuance of a demolition or grading permit, prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Clean Water Act, and the applicable NPDES Storm Water Permit and an Erosion Control Plan. Before initiation of demolition

or grading, the Applicant shall implement the provisions of the SWPPP and the Erosion Control Plan. (MM 23)

64. NPDES PERMIT. The Applicant shall file a Notice of Intent with the State Water Resources Control Board and submit proof of receipt of a National Pollution Discharge Elimination Systems (NPDES) permit, prior to the issuance of a demolition, grading or building permit, pursuant to the Federal Clean Water Act and shall prepare the associated Storm Water Pollution Prevention Plan (SWPPP) and comply with best management practices set forth in the SWPPP. (MM 28)

65. DRAINAGE PLAN. Drainage facility plans and hydraulic calculations for the Project shall be prepared and signed by a registered civil engineer licensed by the State of California and reviewed and approved by the Public Works Director prior to issuance of a grading permit. Increases in storm water runoff attributable to the Project shall be retained and percolated within the golf course parcel. Storm water retention and percolation systems shall be designed for a 100-year storm event. Storm drain inlets shall incorporate filtration devices. Percolation tests shall be required at each infiltration site. All aspects of the Drainage Plan shall be approved by the Public Works Director prior to approval of the Final Map for the affected area.

66. STORM WATER SYSTEM MAINTENANCE. The Applicant shall be responsible for maintenance of the storm water drainage improvements shown on the vesting tentative map on a regular basis, to remove pollutants, reduce high pollutant concentrations, prevent clogging of the storm water drainage system, and maintain the catch basins sediment trapping capacity and storm drain inlet filter devices. The Applicant, its successors or assigns (HOA, facility operator, and/or owner) shall perform an annual inspection and submit a certificate of compliance from a registered Civil Engineer certifying that all storm drain facilities are properly maintained. Such certificate of compliance shall be submitted to the Public Works Director on September 1st of each year. Deficiencies, if any, shall be corrected prior to October 1st, to the satisfaction of the Public Works Director.

67. SEWER COLLECTION PIPES. The Applicant shall prepare a final engineering study to determine the need for upgrades of sewer collection pipes serving the Project subject to the review and approval of the Marina Coast Water District. If the study indicates that the collection pipes are inadequate to accommodate anticipated daily or peak flow, the Applicant shall construct new or supplemental lines in those areas where the capacity is not adequate, subject to reimbursement from other beneficiaries (MM 45).

68. PARKING RESTRICTIONS. Parking shall not be allowed in areas that would impede emergency vehicle access as determined by the Fire Chief.

69. ALTERNATIVE TRANSPORTATION MEASURES. The Applicant shall incorporate the following measures into final Project designs to promote alternative modes of transportation to, from and within the Project:

- a) Prior to issuance of a certificate of occupancy for the hotel, the Applicant shall provide bicycle racks at the main hotel, providing no fewer than 15 bicycle parking spaces,
- b) Prior to issuance of a certificate of occupancy of each timeshare parcel, a sidewalk or pedestrian path shall be constructed to connect the timeshare units in Timeshare Parcel A and B to the clubhouse and hotel, and the timeshare units in Timeshare Parcel C with the path along McClure Way,
- c) Prior to issuance of a certificate of occupancy for the hotel, the Applicant shall construct a covered shelter and a bench, to be located on the west side of General Jim Moore Boulevard immediately south of McClure Way, and a path connecting the bus turn out to the entrance of the remote parking lot. The Applicant shall construct the bus turn out in conformance with designs approved by the Public Works Director and constructed in conformance with Monterey-Salinas Transit District and City of Seaside standards,
- d) Prior to issuance of a certificate of occupancy, the Applicant shall provide shower facilities at the hotel, available for use by employees.
(MM44)

70. WORK WITHIN PUBLIC STREETS AND RIGHTS-OF-WAY. Improvements made to public streets or within public rights-of-way shall require encroachment permits and shall be designed and constructed based on City Standards as determined by the Public Works Director, and shall be subject to prevailing laws including payment of prevailing wages.

71. LEVEL OF SERVICE (LOS) MONITORING OF INTERSECTIONS. The Applicant shall cause a signal warrant analysis to be prepared for the General Jim Moore Boulevard/McClure Way, General Jim Moore Boulevard/Coe Avenue, and Fremont Boulevard/Del Monte Boulevard intersections to determine, based on the standard

Caltrans analysis methodologies then in effect, whether signal lights are warranted at those intersections, or additional turn lanes are warranted at the Fremont Boulevard/Del Monte Boulevard intersection. The signal warrant analyses shall be prepared one-year after the opening of the hotel, and every three years thereafter not to exceed 4 signal warrant analyses. If at the time the determination is made that any one or all of such improvements are warranted, funding for the particular improvement has been provided by inclusion in FORA's CIP fee program or a City Assessment District, or by another established funding mechanism, no payment for that funded improvement shall be required of the Applicant or its successor(s). If funding for one or all of said improvements has not been provided by these programs at or before the time the City determines, based on the signal warrant analysis, that the improvements are warranted, the Applicant or its successor(s) shall pay a pro rata share of the cost of the improvements not to exceed the amount of \$242,617.00 for all of the improvements, as set forth in Table 12 of the EMC Planning Group, Inc. Seaside Resort Fee Study dated May 23, 2005, as such fees may be adjusted by the ENR Construction Cost Index to the date of determination that the improvements are warranted. The adjusted fee shall be paid within six months of the City's determination that the improvements are warranted. If one or more but not all of the improvements specified in this condition have been funded by means other than the Applicant's fair share fee by the time the improvement is warranted, the Applicant's fair share fee for the remaining unfunded improvements shall be reduced from \$242,617.00 to an lower amount based on the pro rata share for the remaining improvements based on the methodologies utilized in the Seaside Resort Fee Study. (MM48)

72. ADA COMPLIANCE AND DISABLED ACCESS. The Project shall comply with all applicable requirements of the Americans with Disabilities Act.

73. FOREST MANAGEMENT. A Tree Removal and Replacement Plan shall be prepared for each Final Map phase of construction and shall be reviewed and approved by the Community Development Director. The recommendations of the Forest Management Plan in the Project EIR shall be reflected in this Plan, as well as in construction documents. The plan shall identify specific grading limits and building footprint siting that minimizes tree removal and may be integrated into Final Landscape Plan(s) for the Project. The Applicant shall arrange for a registered forester to observe grading and foundation preparation operations, and to assist in field adjustments of building and street locations to minimize tree removal and ensure the health of remaining trees. (MM 5, 6, 7)

74. TREE REMOVAL, SALVAGE AND RELOCATION. The Final Landscape Plan(s) shall provide for an accounting of the total number of oak trees within the Project area to be

removed and/or salvaged and relocated. The accounting shall be prepared by a qualified arborist that is selected by the Applicant, which selection shall be approved by the Community Development Director and paid by the applicant. Unless otherwise approved by the Community Development Director, the applicant shall be responsible for replacement of trees removed on a 1:1 basis. If the arborist determines that in the context of the Project Final Landscape Plan(s) it is not feasible to replace on a 1:1 basis, the Applicant shall pay to the City a fee of \$150 for each tree removed from the Project site and not replaced or salvaged and relocated. The City shall use the fee to further the goals and objectives of the City General Plan and the Fort Ord Reuse Plan. Final Landscape Plan(s) shall include a mix of 5-gallon, 15-gallon and 24" (minimum) boxed trees, with the size designations depicted on the Plan(s), and accounted for in a tabular form. The Applicant is hereby encouraged to salvage and relocate oak trees that would otherwise be lost to locations determined appropriate by the Final Landscape Plan(s) to achieve a more mature appearance to the Project landscape in critical locations at the time a certificate of occupancy is issued for the hotel. Locations deemed appropriate for such relocation include, but are not limited to, the hotel site, the timeshare sites, the entries to residential neighborhoods, the employee/overflow parking area near the intersection of McClure Way and General Jim Moore Boulevard and along the McClure Way Project access driveway.

75. TREE REPLACEMENT. Replacement and/or salvaged and relocated trees shall be inspected two and five years following planting, and if not in good health and vigor in the judgment of a qualified arborist, replaced by the Applicant, its successors or assigns, in kind with new trees of the same size and type. Replacement trees shall likewise be inspected at two and five years following planting, and are subject to the same replacement requirements should they fail to survive.

76. PLANT PALETTE. The Final Landscape Plan(s) shall utilize drought tolerant species as defined under "Xeriscape" in MCWD Ordinance 1.04.010, and as required by Municipal Code section 17.50, and non-invasive species (defined as any plant not listed on California Exotic Pest Plant Council's List A, B, or Red Alert, in their Exotic Pest Plants of Greatest Ecological Concern, October 1999). The Community Development Director shall review and approve the Final Landscape Plan(s) prior to installation of any landscaping to ensure this condition is satisfied.

77. IRRIGATION UNDER OAK TREES. To protect against root or crown rot diseases, only drought tolerant plants shall be planted within the drip line of existing oak trees. Final Landscape Plan(s) shall provide that irrigation in these areas shall only be allowed on a monthly basis until plantings are established and can survive without irrigation. No irrigation shall be allowed within ten feet of the trunk.

78. WORK AROUND OAKS. Removal and/or substantial limbing of coast live oak trees and associated duff (accumulated organic material) and removal of under story native plant species within oak woodland habitat shall be avoided, to the greatest extent feasible, to minimize disturbance to Monterey dusky-footed woodrat habitat, and removal and/or disturbance to open sandy areas shall be avoided to minimize disturbance to potential black legless lizard and coast horned lizard habitat. Language to this effect shall be included in construction documents. The Applicant shall arrange for a registered forester and/or biologist to observe grading and foundation preparations around oak trees, and to assist in field adjustments of building locations to minimize habitat removal. (MM 12)

79. PREVAILING WAGES. The Applicant, its successors and assigns shall cause the contractor(s) and subcontractor(s) to employ local workers, grant local preferences and pay not less than prevailing wages in the construction of the Project as required by Section 3.2.100 of the FORA Master Resolution, as those wages are determined pursuant to California Labor Code Section 1720 et seq. and the implementing regulations of the California Department of Industrial Relations.

80. FIRST SOURCE HIRING. The Applicant, its successors and assigns, project tenants and operators shall comply with the City's First Source Hiring Program, as set forth more specifically in the DDA.

APPLICABLE TO VESTING TENTATIVE SUBDIVISION MAP – TM-01-03

81. FINAL SUBDIVISION MAP(S). The Applicant may file final subdivision maps ("Final Maps") for the property depicted on the Vesting Tentative Map for the Project, which upon approval by the City, shall be recorded by the Applicant with the Clerk of the County of Monterey. The number of Final Maps shall not exceed eight (8) and the specific phasing of those Final Maps shall be noted on the first sheet of the approved version of the Vesting Tentative Map. Each Final Map shall be in substantial conformity with the approved vesting tentative map, and shall be filed prior to the expiration of the Vesting Tentative Map, or any extension thereto.

82. IMPROVEMENT PLANS. Improvement Plans for each phase of the Project shall be prepared and signed by a registered civil engineer licensed by the State of California and reviewed and approved by the Public Works Director prior to the City Council approval of the first Final Map for that phase. All facilities shall be constructed in conformance with the approved Improvement Plans and with the requirements of the Subdivision Agreement. Improvement Plans and construction may be phased, subject to the review and approval of the Public Works Director.

83. SUBDIVISION IMPROVEMENT AGREEMENT. Prior to the recordation of the first Phased Final Map for subdivision of any portion of the Project site, the City and the Applicant shall, pursuant to Government Code Section 66462, prepare and execute a Subdivision Improvement Agreement covering the subdivided area within that Final Map. The Subdivision Improvement Agreement may include provisions for the initiation and consummation of proceedings under an appropriate special assessment act or the Mello-Roos Community Facilities Act of 1982 for the financing and completion of some or all of the improvements consistent with the provisions of Project Condition No. 17 above. All costs associated with preparation of the Subdivision Improvement Agreement shall be the responsibility of the Applicant, and the Applicant shall reimburse the City for the costs incurred by the City in the reviewing and approving the Subdivision Improvement Agreement. The Subdivision Improvement Agreement shall describe the obligations and responsibilities of the Applicant including the following:

- a) To construct the public facilities described in the Improvement Plan for each phase in substantial conformance with the Vesting Tentative Subdivision Map, and the conditions herein. The Applicant shall also retain a qualified registered civil engineer to observe, inspect, and review the installation and construction of all private improvements for conformance and compliance with the approved plans and specifications. Upon completion of the development, the engineer shall complete and submit a report of compliance including certification of all test results to the Public Works Director;
- b) The furnishing of security to secure the performance of the agreement (performance, labor and material bond) in the amounts of 100% of the estimated cost of the improvements and guarantee and warranty of the work the amount of 50% of the original estimated cost of improvements unless, with respect to the hotel parcel, a different percentage is specified in the DDA. The form of the security shall be one of those authorized by Government Code Section 66499, subject to the approval of the City. In addition, pursuant to Government Code Sections 66499.3 (d) and 66499.9, security shall also be provided to guarantee and warranty the work for a period of one year following the completion and acceptance thereof against any defective work or labor done, or defective materials furnished, to cover changes or alterations of the work, not to exceed 10 percent of the original estimated cost of the improvement, and to pay for costs and reasonable expenses and fees, including reasonable attorney's fees to administer and enforce the provisions of the Subdivision Improvement Agreement;
- c) To establish a Homeowners Association for the residential areas of

the Project and a Property Owner's Association for the Timeshare Components, and to pay all costs associated with the creation of the associations;

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

e) To implement applicable provisions of the Mitigation Monitoring and Reporting Program.

84. REVISED VESTING TENTATIVE MAP. Prior to submittal of the Vesting Tentative Map application to the City Council, the Applicant shall cause to be prepared a revised Vesting Tentative Map which incorporates changes required by these Project Conditions and other technical modifications as may be required by staff. The Vesting Tentative Map for the Residential Components of the Project shall show private streets as non-exclusive easements, with abutting lot lines running to the center line of the easements, and not as separate parcels.

85. OFFERS OF DEDICATION. The Applicant shall make irrevocable offers of dedication of each area of privately held land over which a public right-of-way is

required for conformance to the City's circulation plan and City Standards, as determined by the Public Works Director. Such offers of dedication shall be described in detail on the Final Map(s) and Improvement Plans. Acceptance of the dedications by the City Council shall be subject to the Applicant's adequate completion of the Project's public facilities as determined by the Public Works Director.

86. EASEMENTS. Easements for public improvements including but not limited to sanitary sewers, water mains and other public utilities shall be shown on the Final Subdivision Map. The location and width of each easement shall be subject to the approval of the applicable public agency, public utility, and the Public Works Director. Prior to issuance of any building permit, the property owner shall execute covenants, conditions, and restrictions and/or reciprocal easement agreements for access, parking, utilities, landscaping, security, safety, and maintenance as appropriate among the parcels shown on the Vesting Final Subdivision Map(s). The instruments shall be subject to review and approval by the City Attorney or designated special counsel.

87. PRIVATE STREETS EASEMENTS. Roadway easements for the creation and use as private streets shall be shown on each recorded Final Map for those roadways shown on the Vesting Tentative Map that are designed and intended as private streets and not to be dedicated as public streets. Easements shall provide the right of vehicular and pedestrian travel and ingress and egress for each property abutting the roadway easement and each property within the homeowners association to be formed to maintain the roadway easement. The roadway easements shall run with the appurtenant land and shall remain in full force and effect unless the easement is offered for dedication by the underlying property owners and accepted by the City as a public street. Each homeowners association that is formed to maintain the applicable roadway easement shall, at its own cost and expense, keep and preserve the roadway easement as a private street and at all times keep such easements in a good condition of repair and maintenance and clear of obstructions. Each homeowners association shall neither erect nor authorize others to erect any improvement of any kind within said easement, except access control gates, that might interfere in any way with the proper maintenance, use, repair, reconstruction, and patrolling of the roadway easement.

88. PRIVATE STREET DESIGN STANDARDS. The design and construction of privately owned and maintained streets within residential subdivisions may deviate from the standards for public subdivision streets with respect to right-of-way width, travel lane width, paved surface, on-street parking, curb and gutter design (e.g. vertical curb, rolled curb, vee gutter), sidewalks and street lighting, provided that the proposed streets will not be offered for dedication to the City as public roads to be maintained by

the City; resident and guest parking requirements for residences within the subdivision are met; that the design of the streets meets access (vehicular and pedestrian), travel and turnaround requirements for emergency vehicles; and that the design of the streets creates a more aesthetically or environmentally desirable subdivision design, in accordance with Seaside Municipal Code section 16.24.050(C), and the approval of the Fire Chief, Public Works Director and Community Development Director. Private streets shall have a minimum paved width of twenty-two (22) feet.

89. TREE PRESERVATION IN PRIVATE STREET DESIGN. To the extent practical, private streets shall be designed to avoid or minimize the loss of trees, through adjustments to location or width, or by splitting portions of the road into one-way couplets, or other means as feasible subject to the review and approval of the Public Works Director.

90. MAP NOTE REQUIRING UNDERGROUNDING OF UTILITIES. The Final Map and Improvement Plans shall include a note that states: "Underground utilities are required in this subdivision."

APPLICABLE TO HOSPITALITY COMPONENTS – SPR-01-03, UP-01-20, UP-04-22

91. REVOCATION. Conditional Use Permit UP-01-20 for timeshare development and Conditional Use Permit UP-04-22 for on-sale of alcoholic beverages at the hotel are subject to revocation procedures contained in Section 17.70.090 Seaside Municipal Code. The permits shall run with the land and may be revoked by the City at any time for violation of the terms or conditions of the permits by the Applicant, agents, or representatives of the Applicant, their assignees and successors in interest.

92. PLAN FOR COORDINATION OF RESORT AND GOLF COURSE OPERATIONS. The Applicant shall enter into an agreement with the City and golf course operator setting forth principles and procedures for coordination of ongoing resort and golf course operations, including a reciprocal parking agreement, prior to commencement of construction, subject to the approval of the City Manager.

93. APPROVAL OF EXTERIOR MATERIALS AND COLORS. The Applicant shall return to the Board of Architectural Review for final approval of exterior materials and colors prior to issuance of building permits for the Hotel and Timeshare Components. The exterior building materials and colors shall be installed in compliance with the materials board stamped "Received September 2, 2022 Seaside Planning Department" or as modified by the Board of Architectural Review.

94. FINAL LANDSCAPE PLAN(S). The Final Landscape Plan(s) for the Hotel and Timeshare Components shall be in substantial conformance with the Landscape Concept Plan sheet L 1.0 dated April 2003. The Plan shall be reviewed and approved by the Board of Architectural Review and Community Development Director prior to issuance of the first building permit for the Project. Project Conditions related to tree protection, replacement, salvage, and relocation and maintenance elsewhere in these Project Conditions may be satisfied by incorporation within the Final Landscape Plan(s).

95. FENCING PLAN. Prior to the issuance of building permits for the hotel or timeshare, the Board of Architectural Review shall review and approve a final fencing plan.

96. EMPLOYEE PARKING AREA LANDSCAPE. The Final Landscape Plan(s) for the Hotel and Timeshare Components of the Project shall also address the employee parking area adjacent to General Jim Moore Boulevard. An earth berm no less than four feet (average) in height and/or a vegetative buffer shall be provided between the overflow parking lot and General Jim Moore Boulevard, utilizing drought tolerant plant species native to the Monterey Bay region. The plantings shall be installed prior to the use of the parking lot, and shall provide no less than fifty percent screening of the parking lot and parked cars, as viewed by passers-by on General Jim Moore Boulevard, within a five-year time frame of the date of occupancy. (MM 3)

97. PARKING DESIGN. Parking stalls and drive aisles shall be constructed in accordance with City standards, unless modified by the Public Works Director in accordance with Section 17.34.110 of the Municipal Code.

98. NEW WATER LINE FOR FIRE FLOW. The Applicant shall construct a new water line to the hotel site via General Jim Moore Boulevard and McClure Way, or another route as determined by the Marina Coast Water District, from a suitable point of connection to the Marina Coast Water District system subject to the review and approval of the Marina Coast Water District, Fire Department, and Public Works Department. The water line shall be sized to provide adequate fire flow at the hotel, in accordance with Uniform Fire Code and/or California Fire Code. Refer to Life Safety Project Condition. The Applicant shall obtain encroachment permits as necessary from the Army Department of Public Works and/or City, as applicable. (MM 47)

99. LIFE SAFETY PLAN. The Applicant shall prepare a Life Safety Plan for the hotel and timeshare buildings prior to completion of final design and issuance of building permits. The plan shall address fire flow requirements, fire control systems, design of fire apparatus and fire fighter ingress and egress, evacuation plans, applicable requirements

of the California Fire Code and other related topics as may be required by the Fire Chief. The Life Safety Plan may incorporate and modify the requirements of other Project Conditions related to fire protection of the hotel and timeshare buildings, subject to approval of the Fire Chief.

100. EMERGENCY PROCEDURES INFORMATION. Emergency procedure information shall be posted in a conspicuous place in every room available for rental in the hotel and timeshare units in accordance with California Health and Safety Code section 13220(b).

101. FIRE APPARATUS ACCESS TO BUILDINGS/LANDSCAPING REQUIREMENTS. Landscaping shall not obstruct Fire Department ladder access to buildings. Building Permit submittals shall include a Final Landscape Plan(s) that reflects the location of all landscaping within 50' of buildings. The plan shall show how Fire Department ladder access will be provided around all buildings. Provide approved walkways on all sides of the buildings leading from the fire access roadway to the exterior building entrances.

102. EMERGENCY VEHICLE ACCESS TO MAIN HOTEL BUILDING. A fire lane or fire engine parking area, as determined by the Fire Chief, shall be provided to allow unencumbered fire fighting access to the main hotel building.

103. BUILDING EMERGENCY ACCESS KEY BOX REQUIRED. Hotel, timeshare, and golf clubhouse buildings shall be equipped with permanently installed emergency access key lock boxes (Knox), conforming to Seaside Fire Department Standard Detail and Specifications. The key to the lock box shall match those of other boxes utilized by the City.

104. PERSONAL SECURITY REQUIREMENTS. Hotel and timeshare rooms/units, shall have locks using combinations that are interchange free from locks used in all other separate units. Re-programmable electronic keys may be used. Doorjamb shall be installed with solid backing in such a manner that no voids exist between the strike side of the jamb and the frame opening for a vertical distance of six (6) inches each side of the strike. In wood framing, horizontal blocking shall be placed between studs at door lock height for three (3) stud spaces each side of the door openings. Trimmers shall be full length from the header to the floor with solid backing against sole plates. Doorstops on wooden jambs for in-swinging doors shall be of one-piece construction with the jamb. Jambs for all doors shall be constructed or protected so as to prevent violation of the strike. The strike plate for deadbolts on all wood framed doors shall be constructed of minimum sixteen (16) U.S. gauge steel, bronze or brass and secured to the jamb by a minimum of two screws, which must penetrate at least two (2) inches into solid

backing beyond the surface to which the strike is attached. Hinges for out-swinging doors shall be equipped with non-removable hinge pins or a mechanical interlock to preclude removal of the door from the exterior by removing the hinge pins.

105. DUAL USE PEDESTRIAN/BICYCLE PATHWAYS. The Applicant shall install a pedestrian/bicycle pathway connecting the hotel with the bus stop and the regional bicycle path south of the intersection of General Jim Moore Boulevard and McClure Way, with the reconstructed golf clubhouse building, and with the timeshare units to create a pedestrian-friendly environment. Pathway routing shall be shown on the Final Subdivision Map and Project Improvement Plans and is subject to approval by the Community Development Director. (MM 44)

106. SPECIAL EVENTS TRANSPORTATION PLAN. The Applicant shall prepare a special events transportation demand management plan for the hotel to address the following, subject to the review and approval of the Community Development Director and Public Works Director, prior to issuance of a certificate of occupancy for the hotel.

- a) Strategies for reducing parking demand during special events, and strategies for accommodating excess demand for parking during special events,
- b) Procedures for implementing the strategies, including arrangements with off-site parking lot owners for the provision of alternative parking locations, arrangements with bus or shuttle providers, and publicizing implementation of the strategies, and
- c) Thresholds for implementation of the strategies, which shall be no less stringent than a projected 95 percent occupancy of the parking lots at any time during a day, and considering all expected uses and events. (MM 43)

107. SITE 33. No building or grading permit shall be issued for the construction of timeshare facilities within Site 33 until the remediation program set forth in the US Army Directorate of Environmental and Natural Resources Management letter dated December 13, 2002 is completed as certified in writing by the California Department of Toxic Substance Control (DTSC), and the covenant executed by the Army on March 10, 2004 has been removed. (MM 26 and 27)

108. GOLF MAINTENANCE BUILDING REPLACEMENT. A permit application for a replacement golf maintenance building shall be on file with the City prior to the

issuance of a building permit for timeshare buildings in Timeshare Parcel A. The application shall provide for a parking lot for a minimum of 30 employees. The building shall be sited and designed to minimize visibility from Monterey Road and to maintain mature coast live oak trees to the maximum extent feasible. Exterior colors shall be selected to blend rather than contrast with the naturally occurring colors of the landscape. The light reflective value of exterior building colors shall not exceed 45. (MM 2) Board of Architectural Review approval will be required, as well as any other permits or approvals required of the project by the Municipal Code.

109. EMERGENCY VEHICLE ACCESS FROM GOLF MAINTENANCE FACILITY. A suitable emergency vehicle access shall be provided between the golf maintenance facility and Timeshare parcel A, subject to the review and approval by the Fire Chief.

110. DEPARTMENT OF REAL ESTATE DOCUMENTS FOR TIMESHARE COMPONENT. The Applicant shall submit concurrently to the City the application forms, agreements and documents that are required to be submitted to the California Department of Real Estate, as provided by Section 17.43.090 of the Municipal Code. Prior to the Applicant's submittal of the following agreements to the California Department of Real Estate, the Applicant shall submit copies of such documentation, as applicable, to the City for review and determination by the City Attorney that the documentation is consistent with the City's conditions of approval for the Timeshare Component as set forth in these Project Conditions: the declaration of covenants, conditions, and restrictions (CC&Rs), articles of incorporation, bylaws, maintenance agreements, management agreements, membership or license agreements, and reservation system affiliation agreements for the timeshare project. Upon the Applicant's receipt of "deficiency" or completeness" application letters and conditional or final subdivision public reports for the Timeshare Component from the California Department of Real Estate, the Applicant shall submit such documents to the City. No timeshare interests in a timeshare project shall be sold or offered for sale until after the earlier of the California Department of Real Estate's issuance of a conditional or final subdivision public report authorizing the sale or offering for sale of timeshare interests in the timeshare project, or such other authorization for sale or offering for sale of timeshare interests in the timeshare project as provided under California law.

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 Coast Water 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 26th day of October 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Will Silva, Chairperson

ATTEST:

Planning Commission Secretary

DESIGN REVIEW APPLICATION No. BAR-22-11

PC RESOLUTION No. 22-XX

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 Seaside Planning Commission.

Applicant's Signature

Date

Property Owner's Signature

Date

**ADDENDUM NO. 4 TO THE
SEASIDE RESORT ENVIRONMENTAL IMPACT REPORT**

FOR THE

SEASIDE RESORT GRAND HYATT HOTEL

Prepared by: EMC Planning Group

**City of Seaside
440 Harcourt Avenue
Seaside, California 93955**

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Addendum No. 4 to the Seaside Resort EIR

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**ADDENDUM NO. 4 TO THE
SEASIDE RESORT ENVIRONMENTAL IMPACT REPORT
FOR THE
GRAND HYATT HOTEL**

1. Purpose

This Addendum is prepared to augment a proposed amendment to the architectural and site design of the hotel component that was approved for the Seaside Resort Environmental Impact Report (EIR) SCH# 2001101059. The certified EIR is hereinafter referred to as “the EIR” or “the certified EIR”. The EIR was certified by the City of Seaside on July 7, 2005 for the Seaside Resort project (CC RESO 05-44). The certified EIR is hereinafter referred to as “the certified EIR.” The web link to the Certified EIR is: <https://www.ci.seaside.ca.us/469/The-Seaside-Resort>. This Addendum, together with the certified EIR, analyzes proposed modifications (“proposed project”) to the hotel component of the Seaside Resort Project the serve as the environmental review of the proposed project, and more fully described below, as required pursuant to the provisions of the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq. and the State and local CEQA Guidelines. Pursuant to the provisions of CEQA and CEQA Guidelines Section 15164(a), the City of Seaside is the lead agency for the proposed hotel Addendum, As the lead agency, the City of Seaside is charged with the responsibility of deciding whether or not to deny, approve or conditionally approve the proposed site and architectural design modifications of the hotel component of the Seaside Resort project. As part of the decision-making process, the City is required to review and consider the potential environmental effects that could result from the amended site and design modifications of the proposed hotel.

2. The Approved Seaside Resort Project

The Resort Project consists of a 330-unit hotel complex, 170 timeshare units, and 125 single-family residential lots on a total of 84 acres, excluding the Bayonet and Black Horse Golf courses. Although the Resort Project is separate and distinct from the golf courses operating leasehold agreement, the proposed agreement makes provisions for coordinating the construction of the Resort Project with ongoing golf operations. [Figure 1, Project Location](#), shows the location in relation to the City of Seaside and the Monterey Peninsula cities. As identified on Figure 1, the Resort Project is generally located at 2 McClure Way with access to the site provided off General Jim Moore Boulevard, Coe Avenue and Monterey Road.

The project components are identified on [Figure 2](#). The Seaside Resort was approved by the City of Seaside City Council and Redevelopment Agency on July 7, 2005 by Resolution No. 05-044. The approvals included a vesting tentative map (TM-01-03), design review of the hotel component for the project (BAR-01-27), site plan review for the hotel (SPR-01-03), a use permit for on-sale alcoholic beverages (UP-04-22), a use permit for timeshares (UP-01-20), a use permit for residential uses (UP-01-21), and a conveyance agreement and disposition and development agreement between the former Redevelopment Agency of the City of Seaside and the developer (DA-01-01).

Addendum No. 4 to the Seaside Resort EIR

The draft EIR was circulated for public review from August 19, 2002 to October 2, 2002, and a revised draft EIR focusing on new information on traffic and water supply, was circulated from May 6, 2004 to June 7, 2004. The certified EIR determined that the Seaside Resort would have significant impacts on aesthetics, air quality, biology, cultural resources, geology, hazards and hazardous materials, hydrology, land use planning, noise, police and fire services, transportation, wastewater, solid waste disposal capacity, and water supply impacts. The certified EIR identified feasible mitigation measures for each impact that reduced the level of impact to less than significant except for identified transportation impacts, which were found to be significant and unavoidable. Mitigation measures were imposed to lessen the impacts of the project as described in the approved Mitigation Monitoring Program.

Three Addendums to the certified EIR for the Seaside Resort Project have been prepared:

1. Amended and Restated Ground Lease for Black Horse and Bayonet Golf Courses (February 2005);
2. Amended and Restated Disposition and Development Agreement (Updated March 8, 2013); and
3. Modifications to approved Use Permit No. UP-01-20 (November 19, 2014).

On June 12, 2019, the City entered into a “Second Amended and Restated and Disposition and Development Agreement” for the Hotel and Timeshare components.

3. Project Changes Addressed in this Addendum

DLR Group (the “Applicant”) and the Seaside Peninsula Acquisition Group (the “Owner”) have applied for a modification and revision to the approved Seaside Resort Hotel (File No. BAR-01-21) component by way of an amendment to the site plan and architectural design of the hotel to accommodate a different hotel flag (Grand Hyatt Resort). The previous hotel design approved in 2005 was for a Fairmont Hotel. The proposed site plan and architectural modifications to the hotel project will not result in any changes to the site locations for the 125 Residential lots.

The hotel site consists of three parcels: 1) “Hotel Site” (16.7 acres), 2) “Timeshare Parcel C” (3.2 acres), and 3) Overflow Parking Lot adjacent to General Jim Moore Road (0.9 acres) totaling 20.8 acres. The Hotel parcel and Timeshare parcels were included and reviewed for development as hotel/timeshare use in the certified EIR. The overflow parking lot was also reviewed in the certified EIR and approved as a parking lot. In accordance with the amended DDA, the terms of the project would allow for Timeshare Parcel C to be developed as part of the hotel project. Under the proposed amendment to the architectural and site design, the three parcels would be incorporated with a Final map as a condition of approval.

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The McClure Way drive entrance beginning at the intersection of General Jim Moore Boulevard would connect with the main entrance of the hotel on the east side of the project site and the primary parking lot on the west side of the hotel complex. An entrance to the overflow parking lot on General Jim Moore Boulevard would be provided at the drive entrance to the property as previously approved. The total number of guest units will not exceed 330 units as originally approved for the hotel complex. No construction activity has occurred on the Timeshare sites. This Addendum considers only the environmental impacts associated with the proposed hotel modifications.

Proposed Hyatt Hotel Project Summary

Figure 3, [Proposed Hotel Site Plan](#), shows the overall planned layout and orientation of proposed hotel. [Figures 4 and 5](#) shows representative images of the hotel design. [Figures 6 and 7](#) show the north and east, and south and west exterior elevations, respectively. A summary of the proposed hotel components is presented in [Table 1, Proposed Resort Hotel](#).

Table 1- Proposed Hotel Project Development Summary

Hotel Components	Square feet	Guest Rooms
Conference Center	35,318	
Restaurants Signature Diner Bar and grill	14,653	
Guestrooms/Circulation	195,592	330
Kitchen	5,709	
Lobby bar	3,602	
Market	4,602	
Spa and Fitness	12,990	
Administration	3,477	
Service	26,670	
Public Circulation	10,879	
Vertical Circulation	11,768	
Mechanical Rooms	12,408	
Total	337,668	330

Source: DLR Group 2022

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The proposed hotel will consist of a single building that would include 330 guest rooms, a conference center with meeting rooms, restaurants, lobby bar, service kitchen, administrative offices, food and beverage, spa and fitness, and service/circulation areas. An outdoor swimming pool is proposed adjacent to the south elevation of the hotel building. The interior layout of the proposed hotel would consist of seven levels.

This proposed modifications to the project will consist of the following:

1. Change in architectural style from an “Arts and Craft” style to a “Contemporary” style;
2. Change in orientation of the building layout to reduce the disturbed building area by 5,000 square feet. [Figure 8, Site Coverage Comparison](#), shows the proposed hotel project footprint overlain on the approved hotel footprint;
3. Increase in height from 332 feet above sea level to 361 feet above sea level;
4. Parking lot would be relocated to the west side of hotel to consist of a single parking lot providing 389 surface parking spaces plus 51 valet parking spaces versus previous design that wrapped around the northern, eastern and southern sides of the hotel providing a total of 359 parking spaces. Overflow parking lot on General Jim Moore Boulevard would be reduced from 108 spaces to 100 spaces for the proposed project;
5. Increase from six levels to seven levels in height; and
6. Increase of 69,101 square feet in building floor area resulting from a design change that incorporates all guest rooms and accessory uses into a single hotel building, thereby eliminating 15 detached two-story bungalows.

The proposed hotel will be designed in a contemporary architectural style, featuring a parapet roof, white plaster walls, with floor to ceiling glazing at guestrooms with balconies. The proposed hotel building will be seven levels in a “U” shape pattern with the guest rooms located within six levels entirely on the south side of the site. The north side of the site would contain the conference center on levels one and two and roof top restaurant on level three. The area on levels 2 and 3 across the middle of the hotel connecting the south (guest rooms) and north (conference center, top restaurant, spa/fitness, back of house) areas of the hotel will consist of the main lobby, food and beverage/market, and pedestrian access to the parking lot to the west. The proposed hotel will be terraced into the sloping site from east to west. The hotel building will be approximately 361 feet above sea level on the front (east) elevation. The overall maximum height of the hotel structure will not exceed the height of the mature trees surrounding the site in accordance with Section 17.24.010.H.6 of the City of Seaside Municipal Code.

Surface parking consisting of 385 spaces for the proposed hotel property and golf course will be located largely between the hotel and the golf clubhouse to the west. A total of 51 valet parking spaces will be located on level 1 on the south side of the hotel with an entrance coming from the primary parking lot. An additional 100 parking spaces will be available

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within an overflow parking lot located along General Jim Moore to the east as originally approved. McClure Way, a two-way road, will provide access to the surface parking lot and valet parking on the west side of the hotel and the overflow parking on General Jim Moore Boulevard as identified in the certified EIR. No changes would be made to McClure Way as it was identified in the certified EIR.

The number of hotel units and accessory uses will substantially conform to the environmental constraints described in the certified EIR, Visitor Serving-Fort Ord (V-FO) zoning district development standards, projected water allocation and waste water projections for the resort project as previously approved.

Addition of Applicant-Proposed Greenhouse Gas Reduction Measures

Greenhouse gas (GHG) reduction measures have been submitted to the City as part of the design review application with information about how each measure will be implemented by the Applicant. The majority of the measures are intended to reduce GHG emissions by reducing the number of vehicle trips taken by hotel employees and guests and by reducing natural gas and electricity energy demand. The measures are summarized as follows:

- Eliminate natural gas use in all but limited applications that include heated aquatic equipment for the pool and spa, and several food service areas (e.g., restaurant/bar/grill kitchens);
- Install electric vehicle infrastructure improvements consistent with California Green Building Code Tier 2 standards to support electric vehicle use by guests and employees;
- Implement a Commute Trip Reduction Program (Voluntary);
- Implement a Commute Trip Reduction Marketing Program to promote the commute trip reduction program;
- Implement an Employee Ridesharing Program to support employee carpooling;
- Implement a Subsidized or Discounted Transit Program to promote employee transit use by providing transit passes or subsidies to employees;
- Construct Transit Improvements by installing a bus shelter at an existing, unused bus pull-out on General Jim Moore and work with MST to modify service to include the stop;
- Provide End-of-Trip Bicycle Facilities (bike parking, bike lockers, showers, and personal lockers) to encourage employees to commuter by bicycle;
- Establish an Employer-Sponsored Vanpool to provide shuttle service for hotel guests to/from the airport, and to surrounding communities and attractions;

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- Improve the Pedestrian Network by constructing an ADA accessible sidewalk on McClure Way that connects to existing sidewalk improvements on General Jim Moore and to the existing bus pullout (with planned new transit shelter);
- Implement a Pedal (Non-Electric) Bikeshare Program for employees by providing bicycle docking stations for a bike sharing;
- Implement an Electric Bike Share Program by providing a fleet of electric bikes for hotel guests to use for commuting to surrounding cities and attractions;
- Exceed 2019 Title 24 Building Envelope Energy Efficiency Standards by a minimum of five percent;
- Install Green Roofs in place of dark roofs over the planned event center and use cool roofs for the hotel;
- Replace Gas-Powered Landscape Equipment with Zero-Emission Landscape Equipment;
- Institute Recycling Services; and
- Implement an Organic Food Waste Diversion Program.

For measures that include physical improvements, the improvements will be included on the hotel improvement plans for verification by the City as part of the building permit process.

Approved Hotel Project

[Table 2, Approved Hotel Project Development Summary](#), summarizes the approved hotel of the Seaside Resort project as reported in the certified EIR. The approved hotel project was comprised of 16 structures; a main hotel building consisting of six levels and 15 two-story detached bungalows. The main hotel building included 170 guest rooms, a conference center with meeting rooms, a ballroom, a restaurant, bar, kitchen, administrative offices, guest rooms, convenience retail, health spa, and service areas. An additional 160 guest rooms were located within the 15 detached bungalow structures on the south and east sides of the main hotel. The main hotel building was designed to be six levels terraced onto the sloping site. The top level of the main hotel building was planned at approximately 50 feet above finish grade on the front (east) side, with the finish grade on the front side at approximately 270 feet above sea level for a total height of the top level at about 332 feet above sea level. The first two levels were designed to be built into the slope of the site, with access and visibility only from the north, west, and south sides. The third level of the hotel was at grade on the east side.

Parking for the hotel would have been in surface lots wrapping around the north, east, and south sides of the main hotel building. Some of the hotel parking would have been shared with the timeshare uses and clubhouse. An overflow parking area was located along General Jim Moore, which would be retained with the proposed hotel project.

Table 2 – Previously Approved Hotel Project Development Summary

Hotel Components	Square Feet	Guest Rooms
Main Hotel Building		
Spa	12,958	
Conference Center (meeting, ballroom, pre-function)	24,198	
Restaurant	3,514	
Bar	1,351	
Kitchen	5,000	
Administration	4,832	
Rooms and Circulation	134,821	170
Service	38,500	
Total Main Hotel Building	219,001	170
Bungalows		
Bungalows with 12 units per building (Five)	19,950	60
Bungalows with 10 units per building (Ten)	29,616	100
Total Bungalows	49,566	160
Total Hotel Component	268,567	330

Source: EMC Planning Group 2005

As shown in [Table 3, Site Coverage Comparison – Proposed and Approved Hotel](#), the proposed hotel would have an approximately 7,000 square-foot smaller overall development footprint. The proposed project will have a more compact building footprint that would be approximately 13,500 square feet smaller, a slightly larger surface area dedicated to parking, and a similar area regarding landscaping and other site amenities. A comparison of approved hotel and proposed hotel building heights and project visibility is provided in Item 1, Aesthetics, in the environmental checklist below.

Table 3 – Site Coverage Comparison - Proposed and Approved Hotel

Hotel Components	Approved Hotel	Proposed Hotel
Building Footprint	104,822	91,133
Parking	215,255	223,238
Landscape and Site Amenities	167,808	166,514
Total	487,885	480,885

Source: DLR Group 2022

4. Required Findings for Use of an Addendum

Section 15164 of the State CEQA Guidelines states that an addendum to an earlier mitigated negative declaration or FEIR shall be prepared if some changes or additions are necessary to the previously adopted document, but none of the conditions described in Section 15162 calling for preparation of a subsequent mitigated negative declaration or EIR have occurred. Section 15162 of the State CEQA Guidelines identifies the conditions that require preparation of a subsequent EIR. A proposed change in a project will require preparation of a subsequent environmental document if:

A. The change in the project is substantial.

Substantial changes in the project are those that would require major revision of the previous environmental document due to the involvement of new significant environmental effects, or if a substantial increase in the severity of previously identified significant effects has occurred.

B. The circumstances under which the project is undertaken have substantially changed.

Substantial changes in circumstances are defined as those that would require major revisions of the previous environmental document in order to describe and analyze new significant environmental effects, or any changes that would cause a substantial increase in the severity of the previously identified significant effects.

C. New information of substantial importance, which was not known and could not have been known, with the exercise of reasonable diligence at the time the previous environmental document was approved, shows:

(1) The project will have one or more significant effects not discussed in the previous environmental document;

(2) The significant effects previously examined will be substantially more severe than identified in the previous environmental document;

(3) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponent declines to adopt the mitigation measures or alternatives; or

(4) Mitigation measures or alternatives that are considerably different from those analyzed in the previous environmental document would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measures or alternatives.

If none of the above conditions are met the project, an addendum may be prepared to make minor changes to the previously certified environmental impact report and to document why no further environmental review is required.

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In performing the required analysis and determining whether the criteria are met for use of an addendum, this Addendum relies on use of a Modified Environmental Checklist Form (“environmental checklist”), as suggested in Section 15063(d)(3) of the State CEQA Guidelines. Section 6 of this Addendum contains the environmental checklist, which is derived from Appendix G of the CEQA Guidelines and explains the basis for each response to the questions in the checklist. The environmental checklist is used as tool for evaluating the environmental effects of proposed hotel, including based on comparisons between the impacts of the approved hotel as evaluated under the previously certified EIR, and the proposed hotel.

Based on the analysis in the environmental checklist, all of the findings listed above for utilizing an addendum as the appropriate CEQA documentation can be made.

5. Thresholds of Significance/Guidelines included in Appendix G after the EIR was Certified in 2005

While the environmental checklist used in this Addendum is based on the current version of Appendix G, courts have determined that where a threshold or guideline was added after an EIR was certified, then an addendum does not need to include additional environmental analysis relating to that threshold or guideline where the potential environmental impact at issue in the new threshold or guideline was known or could have been known at the time the EIR was certified. (See *Citizens Against Airport Pollution v. City of San Jose* (2014) 227 Cal.App.4th 788, 806; *Concerned Dublin Citizens v. City of Dublin* (2013) 214 Cal.App.4th 1301, 1319-1320.). The thresholds added to Appendix G since the original EIR was certified in 2005 address the topics of energy, greenhouse gas emissions, groundwater sustainability, vehicle miles traveled, tribal cultural resources, and wildfire. These thresholds have been included in the environmental checklist in this Addendum. For each, a discussion is included regarding whether associated environmental impacts were known or could have been known at the time the original EIR was certified. If so, a determination is made that detailed analysis of the topics is not required. Nevertheless, characteristics/features of the proposed hotel project associated with each topic are presented solely for informational purposes.

6. Environmental Checklist Form

The environmental checklist found in Appendix G of the CEQA Guidelines is used to assess the environmental effects of the proposed hotel relative to those disclosed in the certified EIR for the Seaside Resort, including the approved hotel project. The purpose is to review whether any of the conditions set forth in Section 15162 of the State CEQA Guidelines requiring preparation of a subsequent environmental document are met.

The analysis in the certified EIR was based on thresholds contained the Appendix G environmental checklist contained in the CEQA Guidelines in 2004.

As previously noted, the Appendix G environmental checklist has been modified since the original Seaside Resort EIR was certified in 2005, most recently in 2022. As also noted above, several new thresholds have been added. These include energy, greenhouse gas

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emissions, groundwater sustainability, vehicle miles traveled, tribal cultural resources, and wildfire. Several of the topics addressed under individual environmental categories have also either been modified or deleted. The 2022 version of Appendix G environmental checklist is used here, as it is common practice for lead agencies to use the topic language in the checklist in fashioning thresholds of significance for environmental effects for which lead agencies must make CEQA findings prior to taking action to approve or deny a project.

The following environmental categories are addressed in this environmental checklist:

- Aesthetics
- Agricultural and Forest Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology/Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology/Water Quality
- Land Use Planning
- Mineral Resources
- Noise
- Population/Housing
- Public Services
- Recreation
- Transportation/Traffic
- Tribal Cultural Resources
- Utilities/Service Systems
- Wildfire
- Mandatory Findings of Significance

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There are six possible responses to each of the questions included on the environmental checklist form:

A. *Substantial Change in Project Requiring Major Revision of Certified FEIR.*

This response is used when the proposed hotel has changed to such an extent that major revisions of the certified FEIR are required due to the involvement of new significant environmental effects or an increase in the severity of the previously identified significant effects.

B. *Substantial Change in Circumstances under which Project is Undertaken Requiring Major Revision of Certified FEIR.*

This response is used when the circumstances under which the proposed hotel is undertaken have changed to such an extent that major revisions of the certified FEIR are required because such changes would result in the new significant environmental effects or would substantially increase the severity of the previously identified significant effects.

C. *New Information of Substantial Importance Showing New or Greater Significant Effects Than Identified in Certified FEIR.*

This response is used when new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the EIR was certified, shows that the proposed hotel would have a new significant environmental effect or more severe significant effect than identified in the certified EIR.

D. *New Information of Substantial Importance Showing Ability to Substantially Reduce Significant Impacts Identified in Certified EIR.*

This response is used when new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the FEIR was certified, shows:

(1) The significant environmental effects of the proposed hotel could be substantially reduced through imposition of mitigation measures or alternatives that although previously found to be infeasible are in fact now feasible, but the proposed hotel proponent declines to adopt them; or

(2) The significant environmental effects of the proposed hotel could be substantially reduced through imposition of mitigation measures or alternatives that are considerably different from those analyzed in the certified EIR, but the proposed project proponent declines to adopt them.

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E. Less Than Significant Impact/No Changes or Circumstances and No New Information That Would Require the Preparation of a New EIR.

This response is used when: 1) the potential impact of the proposed hotel is determined to be below known or measurable thresholds of significance and would not require mitigation; or 2) there are no changes or circumstances and no new information that would require the preparation of a new EIR and/or EIR pursuant to Public Resources Code Section 21166 and Section 15162 of the State CEQA Guidelines.

F. No Impact.

This response is used when the proposed hotel does not have any measurable environmental impact.

Addendum No. 5 to the Seaside Resort EIR

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Certified EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Certified EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
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1. AESTHETICS. Except as provided in Public Resources Code Section 21099, would the project:						
a) Have a substantial adverse effect on a scenic vista?					X	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?						X
c) In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?					X	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?					X	

Impacts on scenic views from three viewpoint locations were assessed for the approved hotel site in the certified EIR. The location of the proposed hotel will remain substantially in the same location and continue to maintain the same tree lined forested setting on the golf course that exists on the eastern, northern and southern boundaries of the hotel site. The certified EIR found impacts on scenic views to be less than significant. The three viewpoints from which effects were assessed were Monterey and on Highway 1 (views to the site from the west), and the intersection of General Jim Moore Boulevard and McClure Way (view to the site from the east). The minor change in the form/shape of the hotel site design would result a more east west building orientation. Similar to the approved hotel, the proposed hotel building footprint will continue to step from east to west into the grade of the slope. Coupled with the existing Monterey Cypress trees located along the eastern, northern and southern boundaries of the hotel site, the forested backdrop within the golf course fairways will further minimize and screen views of the hotel site both from viewpoints across Monterey Bay and Highway 1, and from General Jim Moore Boulevard. The proposed hotel would be terraced with three grade breaks to minimize the building mass, create architectural interest, and maintain an overall height which will not exceed the height of the adjacent existing mature trees, in accordance Zoning Code V-FO. [Figure 9, Site Section from General Jim Moore Boulevard](#), shows views towards the proposed hotel.

The hotel site is not located within the Highway 1 scenic corridor, which is approximately 3,000 feet to the west.

The certified EIR identified several aesthetic impacts that would result from the Seaside Resort project as a whole. Of these, two pertained to the approved hotel – visual impacts of the planned “overflow” hotel parking lot located along General Jim Moore Boulevard, and tree removal. No substantial change to the overflow parking lot is proposed as part of the proposed hotel project. Mitigation measure 3 in the certified EIR addressed the need to screen the overflow parking lot from view from General Jim Moore Boulevard with an earth berm ad average of four feet in height and/or a vegetative buffer. This same mitigation would also apply to the proposed hotel. The certified EIR stated that the Seaside Resort project as a whole would result in removal of 996 trees with diameters of six inches or more. As shown in this Addendum in Figure 2, Project Site and Vicinity Setting, there is no tree cover in the core of the hotel site. The Applicant for the proposed hotel has identified that a total of 35 Monterey cypress and 33 other varieties in various locations along the perimeter of the hotel site would be removed, as would have been the case with the approved hotel. The revised design includes tree replanting to replace the 35 Monterey cypress and other tree species. Mitigation measure 5 in the certified EIR requires that a tree removal and replacement plan

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Certified EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Certified EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
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be prepared for each phase of construction. This mitigation measure would apply to the proposed hotel project to ensure that visual impacts of tree removal remain less than significant by maintaining overall landscape quality and appearance as viewed from surrounding viewpoints, including the golf course, pedestrian ways, and resort residential/timeshare units.

The architectural and site modifications for the proposed hotel would not result in changes to City regulations pertaining to scenic quality; the same conclusion reached in the certified EIR for the approved hotel. As described above, the proposed hotel is designed to take advantage of existing topography and existing mature trees to reduce the visual scale of the hotel and to screen it from view both from the resort community to the west, adjoining residential areas that abut the Resort area; and the environs within the resort and golf course. With the required conformance of the proposed hotel with the Tree Removal and Replacement Plan outlined in Mitigation Measure 5 from the certified EIR, there are no known conflicts with existing regulations pertaining to scenic resources.

Because the proposed hotel is very similar in scale and footprint to the approved hotel, its need for landscaping and building lighting are expected to be similar to that of the approved hotel. No changes are expected that would give rise to new or more significant visual impacts from lighting. A lighting plan would be submitted for the project. Lighting for the proposed hotel parking lot is planned at a maximum height of 14 feet with a maximum lumen of 60 foot candles. Light fixtures would have full cutoff design or opaque shields to maintain a dark sky and reduce illumination of open space areas. While not related to visual effects, Mitigation Measure 11 in the certified EIR includes standards for lighting and requires a lighting plan for all elements of the Seaside Resort project. This mitigation would apply to the proposed hotel project.

Based on the analysis above, the City and Successor Agency find:

- A. No substantial changes in the approved hotel project planned as part of the proposed hotel project or in the circumstances under which the approved hotel project was approved would result in new significant effects or a substantial increase in the severity of previously identified significant effects;
- B. No new information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects have been identified; and
- C. None of the proposed hotel site and architectural design modifications would significantly affect this environmental resource.

2. AGRICULTURE AND FORESTRY RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?						X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?						X

Addendum No. 5 to the Seaside Resort EIR

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Certified EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Certified EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?						X
d. Result in the loss of forest land or conversion of forest land to non-forest use?						X
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to nonagricultural use or conversion of forest land to non-forest use?						X
The certified EIR identified that there are no agricultural resources within the Seaside Resort site, and consequently, no related impacts would occur. Consideration of impacts to forestry resources was added to the CEQA Guidelines in February 2010. The certified EIR did consider effects on trees and oak woodland in the biological resources section. The trees within the Seaside Resort site, including the approved hotel site, are primarily planted landscape trees that are not considered a forest resource, and there has since been no forest zoning overlays created in the city limits. The proposed hotel project would not result in any physical changes that would affect agricultural or forest resources or result in new agricultural or forest resources impacts. Based on the analysis above, the City finds: A. No substantial changes in the approved hotel project or in the circumstances under which the approved hotel project was approved would result in new significant effects or a substantial increase in the severity of previously identified significant effects; B. No new information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects have been identified; and C. None of the proposed hotel site and architectural design modifications would significantly affect this environmental resource.						
3. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the Project:						
a) Conflict with or obstruct implementation of the applicable air quality plan?						X
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?					X	
c) Expose sensitive receptors to substantial pollutant concentrations?					X	

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Certified EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Certified EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
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d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?					X	
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The Monterey Bay Air Resources District's determination of project consistency with its air quality management plan is tied to population growth – a project that does not result in an increase in population beyond that projected by the Association of Monterey Bay Area Governments is considered not to conflict with the air quality management plan. This approach was in effect at the time the EIR was certified and remains in effect today. The proposed hotel is a transient occupancy use and not a residential development. Therefore, the proposed hotel is consistent with the air quality management plan.

Regarding construction and operational phase criteria air pollutants, the certified EIR identified that the Seaside Resort Project, including the approved hotel, would have a significant short-term construction air quality impact. Mitigation measure 8 in the certified EIR, requires that best management practices be implemented during construction to reduce particulate dust levels. This mitigation measure would apply to the proposed hotel project such that it's construction phase impact would also be less than significant.

The status of air quality conditions in the North Central Coast Air Basin (air basin) has been updated since the EIR was certified in 2005. The air basin is designated under state criteria as a nonattainment area for ozone and suspended particulate matter (PM10); under federal criteria, the air basin is at attainment (8-hour standard) for ozone and particulates (Monterey Bay Air Resources District 2017). Further, since 2005, there have been improvements in criteria air pollutant emissions quantification methods and software, improvements in engine efficiencies through technological innovation, updates in Title 24 building code energy efficiency standards and other state mandates for increased emissions reductions. The California Emissions Estimator Model (CalEEMod) has since replaced URBEMIS, which was used to quantify emissions reported in the certified EIR. CalEEMod is the current industry standard for modeling emissions from land use projects. It's default settings include emissions factors that take into account increased motor vehicle fuel efficiencies, Title 24 building energy efficiency standards, and several emissions reducing state mandates.

Operational criteria air pollutant emissions for the proposed hotel project were estimated using CalEEMod version 2020.4.0. Model assumptions, methodology and the regulations applied are described in greater detail in the technical memorandum entitled "Grand Hyatt Hotel Development – Emissions Modeling Methodology, Assumptions, and Results" prepared by EMC Planning Group and included in [Appendix A](#). Unmitigated operational emissions volumes are compared to air district thresholds of significance in [Table 4](#).

Table 4 Unmitigated Operational Criteria Air Pollutant Emissions

Emissions	ROG	NOx	CO	SOx	PM10
Winter	19.65	17.39	94.88	0.18	15.96
Summer	20.52	15.74	85.17	0.19	16.49
Air District Thresholds	137	137	550	137	82
Exceeds Thresholds?	NO	NO	NO	NO	NO

Source: CalEEMod Results, Monterey Air Resources District 2008.

Note: Expressed in Pounds Per Day.

Based on the results of the updated modeling, the proposed project would not result in emissions that exceed the air district thresholds. Although the proposed project would contribute ozone and PM10 emissions for which the air basin is in nonattainment, the contribution would be less than cumulatively considerable. Consequently, the proposed project would have no greater impact from criteria air emissions than the approved hotel.

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The certified EIR identified less than significant impacts related to exposure of sensitive receptors to short term diesel construction equipment emissions during construction of the entire Seaside Resort project. Given that the proposed hotel is of similar character as the approved hotel component of the overall Seaside Resort project, constructing the proposed hotel is not anticipated to create exposure levels that exceed those assumed for the approved hotel.

The certified EIR identified less than significant impacts related to odor emissions. Neither the approved hotel, nor the proposed hotel would be a significant source of odor.

Based on the analysis above, the City finds:

- A. No substantial changes in the approved hotel project or in the circumstances under which the approved hotel project was approved would result in new significant effects or a substantial increase in the severity of previously identified significant effects;
- B. No new information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects for the approved have been identified; and
- C. None of the proposed hotel site and architectural design modifications would significantly affect this environmental resource.

4. BIOLOGICAL RESOURCES. Would the Project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?					X	
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?					X	
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?					X	
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?					X	

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e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?					X	
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?					X	

The certified EIR identified several impacts to biological resources and natural habitats that would result from implementing the Seaside Resort project, including the approved hotel. Mitigation Measures 9 through 19 are included in the certified EIR that would mitigate impacts to biological resources within the Seaside Resort site, including the approved hotel site, to less than significant.

As summarized in Section 3 in this Addendum, the development footprint of the proposed hotel project would be in a similar location and result in less ground disturbance than the overall development footprint of the approved hotel. The proposed hotel is a single hotel building with less overall site disturbance as shown in Table 3. Consequently, its potential to disturb biological resources would be no greater than that identified for the approved hotel. To ensure that any potential biological resources impacts are mitigated to less-than-significant, mitigation measures 9 through 19 in the certified EIR would also be implemented as part of the approved hotel project.

Based on the analysis above, the City finds:

- A. No substantial changes in the approved hotel project or in the circumstances under which the approved hotel project was approved would result in new significant effects or a substantial increase in the severity of previously identified significant effects;
- B. No new information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects have been identified; and
- C. None of the proposed hotel site and architectural design modifications would significantly affect this environmental resource.

5. CULTURAL RESOURCES. Would the Project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5 of the State CEQA Guidelines?					X	
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 of the State CEQA Guidelines?					X	
c) Disturb any human remains, including those interred outside of formal cemeteries?					X	

The certified EIR identified the potential for disturbance of buried cultural resources resulting from constructing the Seaside Resort project, including the approved hotel. As described in Section 3 of this Addendum, the proposed hotel would have a more compact development footprint and reduced area of ground disturbance than the approved hotel. Therefore, its potential to disturb or damage previously unknown subsurface cultural resources would be no greater than that evaluated for the approved hotel. Mitigation measures 20 and 21 in the certified EIR were found to mitigate impacts of developing the Seaside Resort site as a whole, including the approved hotel site, to less than significant. These same mitigations would apply to the

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proposed hotel project, and would ensure that cultural resource impacts remain less than significant.

Based on the analysis above, the City finds:

- A. No substantial changes in the approved hotel project or in the circumstances under which the approved hotel project was approved would result in new significant effects or a substantial increase in the severity of previously identified significant effects;
- B. No new information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects have been identified; and
- C. None of the proposed hotel site and architectural design modifications would significantly affect this environmental resource.

6. ENERGY. Would the Project:

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?					X	
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?					X	

The environmental category of energy was not addressed in the certified EIR, as it is a category that was subsequently added to the Appendix G environmental checklist after the certification of the EIR. As described in Section 3 of this Addendum, where a threshold or guideline was added after the EIR was certified, an Addendum does not need to include environmental analysis related to that threshold or guideline where the potential environmental impact at issue in the threshold or guideline was known or could have been known at the time the EIR was certified.

The issue of energy impacts was known in 2005 when the original EIR was prepared and certified. The certified EIR acknowledges the Seaside Resort project would create an irreversible increase in demand for non-renewable energy in the forms of natural gas and electricity. The broad range of energy conservation and efficiency regulations and statutes in place in California in 2005 is further evidence that the issue of energy was known in 2005. Perhaps the most well-known of these is Title 24 of the California Code of Regulations, which establishes a broad set of requirements for energy conservation, green design, construction and maintenance, fire and life safety, and accessibility that apply to the structural, mechanical, electrical, and plumbing systems in a building. Parts 6 and 11 of Title 24 focus on building energy efficiency.

Based on the information above, this Addendum is not required to analyze energy effects of the proposed hotel project. Nevertheless, the discussion below is presented for informational purposes to provide a proportional context for the effects of the proposed hotel with the approved hotel.

Like the approved hotel, the proposed hotel would demand energy during its construction and operations. Earlier phases of construction commonly involve earthmoving, trenching, and transporting materials to and from construction sites – activities that typically involve heavy equipment that uses fossil-fuel energy (gasoline and diesel fuels). Electricity demand during building construction is typically from power tools and other related equipment. Construction employee trips would be an on-road source of transportation fuel demand. During operations, building energy use for space heating, cooling, and ventilation; water heating; on-site equipment and appliances; and indoor, outdoor, and parking lot lighting would be primary sources of electricity and natural gas demand.

Though energy demand from the approved hotel project was not quantified in the certified EIR, it can be assumed that its energy demand profile would be similar to the proposed hotel project given the similarity in uses. Both projects include 330 rooms and associated support uses. However, as identified in Section 3 of this Addendum, the proposed hotel contains

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approximately 69,101 more square feet of indoor building space, comprised largely of restaurant/bar, conference/event center uses, and interior circulation. The projected energy demand of the approved hotel was modeled using the California Emissions Estimator Model (CalEEMod). The modeling methodology and results are described in [Appendix A](#). Results for natural gas and electricity demand are included in Table 5.2, Energy by Land Use – Natural Gas, and Table 5.3, Energy by Land Use – Electricity, of the CalEEMod results. The proposed hotel would result in a demand of approximately 18,741,720 BTU (British thermal units)/year of natural gas in the absence of any Applicant-proposed measures to reduce natural gas consumption.

The proposed hotel project would demand approximately 1,921,825 kilowatt hours of electricity per year in the absence of any Applicant-proposed measures to reduce electricity consumption. As described below, natural gas and electricity demand reduction measures are proposed by the Applicant.

For both the approved and proposed projects, demand for transportation fuel would occur due to trips taken by guests, employees, vendors, etc. Demand would be expected to be similar for both projects as each contains 330 guest rooms. While the proposed hotel includes additional square footage for restaurants and conference/event space, these facilities would be used more significantly by hotel guests rather than non-hotel guests, such that on average, a similar number of vehicle trips would occur under both scenarios. As discussed in the analysis of vehicle miles traveled under Item 17, Transportation, in this environmental checklist, the vehicle trip rates for conference center uses are based on room number; the number/square footage of ancillary uses such as restaurants and conference facilities does not affect the vehicle trip rate. Therefore, transportation fuel demand for the proposed hotel is unlikely to be substantially different for the approved hotel above what would be created by the approved hotel.

As described in Section 3, the Applicant is including a list of construction measures and energy demand reduction measures as part of the construction activity and hotel operations for to reduce energy demand. For example, the Applicant has committed to eliminating natural gas use in all but limited applications. These applications include heated aquatic equipment for the pool and spa, and several food service areas (e.g., commissary kitchen, three meal restaurant, specialty restaurant/roof top lounge, and pool grill). The natural gas demand reduction would be significant, amounting to approximately 15,244,400 BTU/year, or approximately 81 percent of the total natural gas demand for the proposed hotel. Electricity demand reduction measures include exceeding Title 24 building energy efficiency standards and installing cool/green roofs. The Applicant is also committing to implement electric vehicle infrastructure improvements that would reduce fossil fuel-based transportation fuel demand by supporting electric vehicle use, where a growing percentage of the electricity used to charge electric vehicles is being produced from renewable energy. Several additional measures would reduce vehicle trip generation reducing employee and guest vehicle trip volumes. These measures would also result in significant transportation fuel savings.

In accordance with Title 24 of the California Building Code, new land development projects must be constructed consistent with uniformly applied development regulations for electricity and natural gas energy demand reduction and efficiency as promulgated by the state and implemented at the local level. Fundamental regulations include the Building Energy Efficiency Standards and California Green Building Standards Code under title 24. A multitude of statutes and regulations have been adopted by the state for reducing transportation-based fossil fuel demand by reducing the carbon intensity of vehicle fuels, increasing vehicle mileage, increasing electric vehicle use, and managing land use to create more compact development and reducing vehicle miles traveled. The Applicant has no control of these measures, but they nevertheless serve to reduce energy demand, including from transportation-based new land development projects. In summary, neither the approved, nor proposed hotel projects would result in wasteful or inefficient use of energy due to applicable State of California regulatory requirements. The proposed hotel project includes energy demand reduction measures that exceed several current regulatory requirements.

The approved and proposed hotel projects are consistent with the Fort Ord Visitor Serving element of the City of Seaside 2004 General Plan and Zoning Code and would promote the City's socioeconomic development. Both the approved and proposed hotel projects are deemed by the City to be necessary to implement the Seaside Resort Project in accordance with the Mitigation Measures and Statement of Overriding Considerations adopted as part of the certified EIR.

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Based on the analysis above, the City finds:

- A. No substantial changes in the approved hotel project or in the circumstances under which the approved hotel project was approved would result in new significant effects or a substantial increase in the severity of previously identified significant effects;
- B. No new information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects have been identified; and
- C. None of the proposed hotel site and architectural design modifications would significantly affect this environmental resource.

7. GEOLOGY AND SOILS. Would the Project:

a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:					X	
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.					X	
ii) Strong seismic ground shaking?					X	
iii) Seismic-related ground failure, including liquefaction?					X	
iv) Landslides?					X	
b) Result in substantial soil erosion or the loss of topsoil?					X	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?					X	
d) Be located on expansive soil, as defined in Table 18-1B of the Uniform Building Code (1994), creating substantial risks to life or property?					X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?						X

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f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?					X	
The certified EIR identified geology and soils impacts that could result from implementing the Seaside Resort project, including the approved hotel. Mitigation measures 22 and 23 included in the certified EIR, along with project conditions imposed on the approved Seaside Resort project, would reduce the potentially significant geology and soils impacts already identified in that EIR to less than significant. The modifications to the approved hotel as shown on the proposed hotel project plans would not change the analysis and conclusions for geologic and soils impacts identified in the certified EIR. As described in Section 3 of this Addendum, the proposed hotel would have a slightly reduced building footprint than the approved hotel and a similar paved parking lot area, thereby reducing the total area of ground disturbance. Therefore, no increase in geologic or soils related risks would occur relative to the analysis contained in the certified EIR. Mitigation Measures 22 and 23 in the certified EIR would apply to the proposed hotel project. Paleontological impacts of the Seaside Resort project were addressed in the cultural resources section of the certified EIR. The topic of paleontology was moved to the geology and soils section with the 2022 changes to Appendix G. Because the proposed hotel would have a slightly reduced building footprint and result in less overall ground disturbance than the approved hotel, no increase in potential to damage or destroy unknown, unique paleontological resources would occur relative to the approved hotel. Based on the analysis above, the City finds: A. No substantial changes in the approved hotel project or in the circumstances under which the approved hotel project was approved would result in new significant effects or a substantial increase in the severity of previously identified significant effects; B. No new information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects have been identified; and C. None of the proposed hotel site and architectural design modifications would significantly affect this environmental resource.						
8. GREENHOUSE GAS EMISSIONS. Would the Project:						
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?					X	
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?					X	
The environmental category of greenhouse gases (GHG) was not addressed in the certified EIR, as it is a category that was subsequently added to the Appendix G environmental checklist after certification of the project EIR. As described in Section 5 of this Addendum, where a threshold or guideline was added after the EIR was certified, an Addendum does not need to include environmental analysis related to that threshold or guideline where the potential environmental impact at issue in the threshold or guideline was known or could have been known at the time the EIR was certified. The issue of GHGs and their climate change impacts was known in 2005 at the time the original EIR was prepared and certified. For example, the United Nations Framework Convention on Climate Change was established in 1992. The regulation						

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of greenhouse gas emissions to reduce climate change impacts was extensively debated and analyzed throughout the early 1990s. The studies and analyses of this issue resulted in the adoption of the Kyoto Protocol in 1997. In the early 2000s, GHGs and climate change were extensively discussed and analyzed in California. In 2000, California Senate Bill 1771 established the California Climate Action Registry for recording GHGs to provide information about potential environmental impacts of climate change. These examples illustrate that the impact of GHGs on climate change were known at the time of the certification of the EIR in November 2005.

Based on the information above, this Addendum is not required to include analysis of GHG effects of the proposed hotel project. The discussion below is to provide context for the GHG effects of the proposed hotel, with comparison to the approved hotel to demonstrate that the proposed hotel would not result in a significant impact.

For common land use development projects such as residential and commercial uses (including hotel projects), the most typical sources of GHG emissions are from transportation (particularly vehicles and light trucks), electric use, and natural gas use. These aspects of the proposed hotel project are discussed below.

Transportation Source GHGs

Both the approved and proposed hotel projects would generate the majority of their GHG emissions from transportation sources. The total vehicle miles traveled (VMT) by these sources serves as a general proxy for comparing the GHG effects of both projects. As described in Item 17, Transportation, in this environmental checklist, the proposed hotel would generate fewer vehicle trips per day than the approved hotel. It can be presumed that the lengths of trips from origins and to destinations traveled by hotel guests/customers would be similar for both projects. On the basis of similar trip destinations for both the approved and proposed hotel projects, average daily VMT for the proposed hotel would be lower than for the approved hotel. Thus, transportation source GHGs from the proposed hotel would likely be lower than for the approved hotel. Furthermore, regulations have been adopted at the federal and state levels since the EIR was certified in 2005 that have resulted in improved vehicle fuel efficiency and reduced carbon content of vehicle fuels. Consequently, GHGs per VMT traveled for the proposed hotel would be lower than for the approved hotel.

To help reduce GHG emissions from vehicle travel, the Applicant is incorporating several vehicle trip reduction measures into the project. These are described in Section 3 of this Addendum. The measures will be required by the City as conditions of approval. These measures demonstrate the Applicant's intent to reduce VMT and associated GHG emissions and demonstrate that the proposed hotel project would not result in any substantial increase in GHGs above what would have been created by the approved hotel project.

Further, as described in Section 3 of this Addendum, the Applicant has committed to implementing electric vehicle infrastructure improvements consistent with California Green Building Code Tier 2 voluntary standards. This commitment exceeds the mandatory electric vehicle infrastructure requirements. By this commitment, the Applicant is furthering the state's goal of transitioning the vehicle fleet in California to all electric – a key pillar for meeting the state's ambitious GHG reduction targets into the future.

Electricity Source GHGs

Both the approved and proposed hotel projects would, in the absence of measures to do otherwise, generate GHG emissions from electricity use where that electricity is produced in by burning fossil fuels at power stations. Electricity is provided to the City by Central Coast Community Energy ("3C"), a community choice energy agency established by local communities, including the City of Seaside, to source renewable electricity. 3C was not formed when the EIR was certified in 2005. At buildout of the proposed hotel in 2025, 60 percent of the electricity provided by 3C to the project will be from renewable sources, thereby eliminating 60 percent of the proposed hotel electricity-source GHG emissions. GHG emissions from electricity use were estimated using CalEEMod. The results are included in [Appendix A](#). Electricity-source GHG emissions from the project would be reduced from about 481 metric tons of carbon dioxide equivalent (MT CO_{2e}) to about 179 MT CO_{2e}. As part of the Applicant's GHG reduction program described in Section 3 of this Addendum, the Applicant is proposing several

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measures that would reduce electrical energy use, including exceeding Title 24 building energy efficiency standards and installing green/cool roofs.

Natural Gas Source GHGs

The proposed project would, in the absence of measures proposed by the Applicant, generate GHGs from burning natural gas, primarily for room heating, food preparation in planned food service areas, and pool and spa heating. Total GHG emissions from burning natural gas were estimated using CalEEMod. The results included in [Appendix A](#), show a total of 1,006 MT CO₂e of GHGs annually. As described in Section 3 in this Addendum, the Applicant has committed to eliminating natural gas use in all but the proposed food service uses and pool/spa heating applications. GHG emissions from burning natural gas in food service uses were modeled at approximately 266 MT CO₂e annually. GHGs for the pool/spa heating applications were derived from natural gas use rates and durations for the heating equipment provided by the Applicant, with the total demand of 3,213,460,000 BTU converted to 170 MT CO₂e using the U.S. Environmental Protection Agency's Greenhouse Gas Equivalence Calculator. Total GHGs from retained natural gas use would be 436 MT CO₂e. With the Applicant's commitment to reduced natural gas use, GHG emissions would be reduced by 1,006 MT CO₂e - 436 MT CO₂e, or 570 MT CO₂e annually. To offset the balance of the natural gas GHG emissions, the Applicant has committed to implementing GHG reduction measures as described in Section 3 of this Addendum and in Item 6, Energy.

Based on the analysis above, the City finds:

- A. No substantial changes in the approved hotel project or in the circumstances under which the approved hotel project was approved would result in new significant effects or a substantial increase in the severity of previously identified significant effects;
- B. No new information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects have been identified; and
- C. None of the proposed hotel site and architectural design modifications would significantly affect this environmental resource.

9. HAZARDS AND HAZARDOUS MATERIALS. Would the Project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?					X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?					X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one quarter mile of an existing or proposed school?					X	
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?					X	

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e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?						X
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?						X
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?						X

The certified EIR identified hazards and hazardous materials impacts that would result from the Seaside Resort Project, including the approved hotel.

The proposed hotel is of a similar character in operational standards and facilities as the approved hotel – both include the same types of improvements and features. The proposed hotel does not include uses that require use, storage, handling or transportation of hazardous materials with higher risk to the public or environment than would have been necessary for the approved hotel. Consequently, risks associated with accidental release of these materials would be similar for both projects.

The hotel site is within one-quarter mile of an existing or proposed school, but like the approved project, the proposed project would not emit hazardous materials.

The certified EIR includes mitigation measure 26 and 27, which address pesticide residues and above ground fuel storage tanks within the site that were associated with the golf course maintenance operations. A condition of approval for the approved hotel required that these conditions be remediated as necessary prior to the approved hotel being developed. The same mitigations would apply to the proposed hotel project.

The certified EIR concluded that the Seaside Resort Project, including the approved hotel, would have no impacts related to airport hazards, emergency response plans, and wildfire. The proposed hotel is of a similar character as the approved hotel and located on the same site – the same impact conclusions are appropriate for the proposed hotel.

The certified EIR includes mitigation measures 24 and 25 that reduce potential hazards from unknown, unexploded ordinance within the Seaside Resort site as a whole to less than significant. These mitigation measures would also apply to the proposed hotel.

Based on the analysis above, the City finds:

- A. No substantial changes in the approved hotel project or in the circumstances under which the approved hotel project was approved would result in new significant effects or a substantial increase in the severity of previously identified significant effects;
- B. No new information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects have been identified; and
- C. None of the proposed hotel site and architectural design modifications would significantly affect this environmental resource.

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10. HYDROLOGY AND WATER QUALITY. Would the Project:						
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?					X	
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?					X	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:					X	
i) result in a substantial erosion or siltation on- or off-site;					X	
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;					X	
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or					X	
iv) impede or redirect flood flows?						X
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?						X
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?					X	
The certified EIR identified water quality impacts that could result from the Seaside Resort project, including the approved hotel, based on its potential to contribute urban pollutants to storm water runoff from impervious surfaces. The proposed hotel has a similar building footprint as the approved hotel and parking lot area. The certified EIR includes mitigation measure 28, whose implementation would reduce potential long-term impacts on water quality to less than significant. Mitigation measure 28 would also apply to the proposed hotel project. The certified EIR concluded that the Seaside Resort project, including the approved hotel, would not have significant erosion or on- or off-site flooding impacts related to increased storm water runoff from impervious surfaces. As described in Table 3 in Section 3 of this Addendum, the proposed hotel would include approximately 7,000 fewer square feet of impervious building and parking areas than would the approved hotel. Consequently, effects related to stormwater runoff may be slightly reduced						

Addendum No. 5 to the Seaside Resort EIR

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Certified EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Certified EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
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relative to the approved hotel. The proposed hotel will be required to comply with (updated) current, uniformly applied development standards for post-construction water quality management promulgated by the Regional Water Quality Control Board. The current standards are more restrictive than those that were in place at the time the Seaside Resort EIR was certified. They are designed to reduce erosion, reduce rates of storm water runoff (commonly by installing stormwater percolation/detention basins to retain storm water onsite), and require low impact development features to filter stormwater from development sites, with the goal of improving storm water quality. Such compliance would ensure that impacts of the proposed hotel on surface and groundwater quality, erosion, on- or off-site flooding, and drainage facilities would be no greater than for the approved hotel.

The thresholds of significance regarding groundwater management and conflict with a sustainable groundwater management plan were not addressed in the certified EIR, these thresholds were subsequently added to the Appendix G environmental checklist. As described in Section 5 of this Addendum, where a threshold or guideline was added after the EIR was certified, an Addendum does not need to include environmental analysis related to that threshold or guideline where the potential environmental impact at issue in the threshold or guideline was known or could have been known at the time the EIR was certified.

The issue of water supply demand and its effect on groundwater resources was known in 2005 at the time the EIR was certified. This is demonstrated by the fact that the impacts of the Seaside Resort project, including the approved hotel, on groundwater resources was discussed in Item 8, Hydrology and Water Quality in the certified EIR. The EIR includes discussion regarding physical characterization of the underlying groundwater basin, allocation of groundwater resources, "safe yield" of groundwater supply, groundwater quality, groundwater recharge, etc. The information provided context for the EIR analysis of whether the Seaside Resort project would result in substantially depleting groundwater supplies or interfere substantially with groundwater recharge. Because the impact of the Seaside Resort on groundwater sustainability and management was known when the EIR was certified in November 2005, this Addendum is not required to analyze impacts of the proposed hotel related to sustainable groundwater management or conflict with a sustainable groundwater management plan. As a point of information, as described in this Addendum in Item 18, Utilities and Service Systems, the proposed hotel would have no greater water demand than the approved hotel. Please refer to that section for more information about water demand.

The hotel site is not within a flood hazard, tsunami, or seiche hazard area.

Based on the analysis above, the City finds:

- A. No substantial changes in the approved hotel project or in the circumstances under which the approved hotel project was approved would result in new significant effects or a substantial increase in the severity of previously identified significant effects;
- B. No new information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects have been identified; and
- C. None of the proposed hotel site and architectural design modifications would significantly affect this environmental resource.

11. LAND USE AND PLANNING. Would the Project:

a) Physically divide an established community?						X
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?						X

Addendum No. 5 to the Seaside Resort EIR

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Certified EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Certified EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
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The certified EIR did not identify any land use or planning impacts associated with the Seaside Resort project.

The proposed hotel is being planned for the same vacant site as the approved hotel and would implement the approved hotel use that is a component of the overall approved Seaside Resort project.

The overall Seaside Resort project was approved by the City, in part, based on findings made by the City that it is consistent with policies in the 2004 City of Seaside General Plan. The 2004 General Plan is still in effect. The location and functions of the proposed hotel are similar to the approved hotel. Consequently, the proposed hotel is also deemed consistent with the General Plan.

General Plan policies that serve to reduce environmental effects are listed in the certified EIR for each individual topic area. Where the Seaside Resort project was found to have significant adverse environmental effects, including due to conflict with General Plan policies, mitigation measures were included to reduce the impacts to less than significant. As discussed in Section 3 of this Addendum, the proposed hotel project is similar in character to the approved hotel. It would not conflict with policies in the General Plan designed to reduce environmental effects that are not already identified in the certified EIR.

Based on the analysis above, the City finds:

- A. No substantial changes in the approved hotel project or in the circumstances under which the approved hotel project was approved would result in new significant effects or a substantial increase in the severity of previously identified significant effects;
- B. No new information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects have been identified; and
- C. None of the proposed hotel site and architectural design modifications would significantly affect this environmental resource.

12. MINERAL RESOURCES. Would the Project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?						X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?						X

The certified EIR did not identify any impacts of implementing the Seaside Resort project, including the approved hotel, on mineral resources. No mineral resources are known to exist within the boundary of the Seaside Resort project.

Based on the analysis above, the City finds:

- A. No substantial changes in the approved hotel project or in the circumstances under which the approved hotel project was approved would result in new significant effects or a substantial increase in the severity of previously identified significant effects;
- B. No new information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects have been identified; and
- C. None of the proposed hotel site and architectural design modifications would significantly affect this environmental resource.

Addendum No. 5 to the Seaside Resort EIR

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Certified EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Certified EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
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13. NOISE. Would the Project result in:						
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?					X	
b) Generation of excessive groundborne vibration or groundborne noise levels?					X	
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?						X
The certified EIR identified potentially significant, temporary construction noise impacts for the Seaside Resort project, including the approved hotel. The proposed hotel project and the approved hotel project would have similar construction period durations, construction equipment type requirements, and construction activity locations. Consequently, construction noise effects on sensitive noise receptors would be similar. Mitigation measures 29 and 30 in the certified EIR addresses construction noise effects. These mitigation measures would apply to the proposed hotel project. Similarly, vibration effects of construction activities would be expected to be similar to those for the approved hotel given similar construction equipment requirements. The certified EIR concluded that traffic from the overall Seaside Resort project would increase noise levels on local roadways. Traffic noise impacts were found to be less than significant, including under cumulative development conditions in Seaside and unincorporated areas of the County in the vicinity. As described in Item 16, Transportation, the proposed hotel would not generate a higher volume of traffic than the approved hotel project. Therefore, the proposed hotel project contribution to the traffic noise impact would no greater than assumed for the approved hotel. There are no airstrips or airport land use plan boundaries within two miles. Based on the analysis above, the City finds: A. No substantial changes in the approved hotel project or in the circumstances under which the approved hotel project was approved would result in new significant effects or a substantial increase in the severity of previously identified significant effects; B. No new information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects have been identified; and C. None of the proposed hotel site and architectural design modifications would significantly affect this environmental resource.						

Addendum No. 5 to the Seaside Resort EIR

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Certified EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Certified EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
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14. POPULATION AND HOUSING. Would the Project:

a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?					X	
b) Displace substantial numbers of existing people or housing, necessitating the construction of the replacement housing elsewhere?						X

The certified EIR did not identify population or housing impacts from constructing the Seaside Resort project as a whole. Neither the approved hotel, nor the proposed hotel would generate new population directly or by removing constraints to residential development in the project area. Neither the approved hotel, nor the proposed hotel would remove existing housing.

Based on the analysis above, the City finds:

- A. No substantial changes in the approved hotel project or in the circumstances under which the approved hotel project was approved would result in new significant effects or a substantial increase in the severity of previously identified significant effects;
- B. No new information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects have been identified; and
- C. None of the proposed hotel site and architectural design modifications would significantly affect this environmental resource.

15. PUBLIC SERVICES. Would the project:

a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:						
i) Fire protection?						X
ii) Police protection?						X
iii) Schools?						X
iv) Parks?						X
v) Other public facilities?						X

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The certified EIR identified services impacts from developing the entire Seaside Resort project, including the approved hotel, in the areas of fire protection, police protection, and parks. Routine service impacts on fire and police services were mitigated by project conditions requiring payment of fees to support these services. Long-term impacts from increasing demand for fire and police services and capacity generated by new development in the former Fort Ord area of the city (which includes the Seaside Resort and golf courses), were to be mitigated by constructing a new fire and police substation that would reduce response times to the site and areas of the former Fort Ord. The environmental impacts of constructing such a new fire and police station were also evaluated as part of the CEQA process for the Campus Town project EIR that has recently been approved by the City. The new station described as part of that project would meet the needs of new development in the former Fort Ord area, including the Seaside Resort project. The payment of impact fees would satisfy the obligation of the hotel component for the Seaside Resort to begin construction. The timing of the new fire and police substation(s) would be triggered by development phases of new housing for the Campus Town development. The City of Seaside Fire Department has the necessary fire engine truck and ladder to respond to emergencies at the proposed hotel.

Because the proposed hotel is of similar character as the approved hotel, it is not expected to create demand for fire and police services that is greater than that assumed for the approved hotel. Therefore, its contribution to construct new fire and police facilities, the construction of which could have potential environmental effects, would be no greater than that evaluated in the certified EIR.

Similar to the approved hotel, the proposed hotel would not generate new population that would create demand for new schools or new park and recreation facilities. The proposed hotel would have no greater potential to result in environmental impacts from constructing new or maintaining existing schools or park and recreation resources than would the approved hotel.

Based on the analysis above, the City finds:

- A. No substantial changes in the approved hotel project or in the circumstances under which the approved hotel project was approved would result in new significant effects or a substantial increase in the severity of previously identified significant effects;
- B. No new information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects have been identified; and
- C. None of the proposed hotel site and architectural design modifications would significantly affect this environmental resource.

16. RECREATION.

a) Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?						X
b) Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?						X

The certified EIR did not identify recreation impacts resulting from the Seaside Resort project, but did identify parks and open space impacts resulting from population growth associated with the new residential development proposed as part of that project. As discussed in Item 16 above, neither the approved hotel, nor the proposed hotel would generate new population

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that would create demand for new park facilities whose construction could have potential environmental impacts.

Based on the analysis above, the City finds:

- A. No substantial changes in the approved hotel project or in the circumstances under which the approved hotel project was approved would result in new significant effects or a substantial increase in the severity of previously identified significant effects;
- B. No new information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects have been identified; and
- C. None of the proposed hotel site and architectural design modifications would significantly affect this environmental resource.

17. TRANSPORTATION. Would the Project:

a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?						X
b) Conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?						X
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?						X
d) Result in inadequate emergency access?						X

The certified EIR analyzed the Seaside Report project's consistency with General Plan pedestrian, bicycle and transit policies. The EIR concluded that the project did not include sufficient pedestrian, bicycle or transit facilities to meet General Plan policy requirements. Mitigation 44 in the certified EIR requires that specific improvements be made to ensure consistency with the General Plan policies. Of these improvements, only one pertains to the approved hotel project – "provide bicycle racks at the main hotel". The proposed hotel would create no greater increase in demand for pedestrian, bicycle or transit facilities than evaluated for the approved hotel in the certified EIR. As described in Section 3 of this Addendum, the Applicant is incorporating a number of GHG reduction measures into the proposed hotel project, several of which promote non-vehicular access and alternative transportation modes (e.g., improved pedestrian access, bicycle/electric bicycle facilities, and transit facilities and transit ridership), including constructing a bus shelter to enhance use of the bus pullout that has already been constructed as one of the other improvements required by mitigation measure 44. These improvements would be included as conditions of approval for the proposed hotel project.

The threshold of significance regarding conflict or inconsistency with CEQA Guidelines section 15064.3(b), pertains to VMT generated by a project. This threshold was not addressed in the certified EIR, as it was added to the Appendix G environmental checklist subsequent to the EIR being certified in 2005. As described in Section 5 of this Addendum, where a threshold or guideline was added after the EIR was certified, an Addendum does not need to include environmental analysis related to that threshold or guideline where the potential environmental impact at issue in the threshold or guideline was known or could have been known at the time the EIR was certified.

The threshold was included in Appendix G in significant part to support meeting the state's GHG reduction goals as embodied in state statutes and executive orders. The threshold functions to hold local agencies accountable for managing VMT from land

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use projects through the CEQA process conducted for those projects. GHG emissions from transportation sources are a dominant component of the state's GHG emissions inventory, and commonly of the community-wide GHG emissions inventories of cities and counties, and GHG inventories for typical land use development projects.

As described in Item 8, Greenhouse Gas Emissions, of this environmental checklist, the issue of GHGs and their climate change impacts was known in 2005 at the time the original EIR was certified. The dominant role of transportation source GHG emissions and the substantial role of VMT in contributing to transportation source emissions was commonly acknowledged before 2005. For example, the United Nations Framework Convention on Climate Change was established in 1992. Among other commitments, it requires all parties to the convention to facilitate use of technologies, practices and process that control, reduce or prevent anthropogenic emissions of GHGs from the transport sector. As another example, California Assembly Bill 1493, passed in 2002, directed the California Air Resources Board to develop and adopt regulations that achieve the maximum feasible reduction of GHGs emitted by passenger vehicles and light-duty trucks.

Based on the information above, this Addendum is not required to include analysis of VMT effects of the proposed hotel project. Nevertheless, the discussion below is presented for informational purposes to provide context for the effects of the proposed hotel, including as appropriate, with comparison to the approved hotel.

Both the approved and proposed hotel projects would generate the majority of their GHG emissions from transportation sources. This fact is based on the data included in Section 2.2, Overall Operational, of the CalEEMod results for the proposed hotel included in [Appendix A](#). Transportation source GHG emissions comprise about 68 percent of the total projected GHG emissions for the proposed hotel before reductions are taken from implementing Applicant-proposed GHG reduction measures. Transportation-source emissions are significantly influenced by two key variables (not related to the fuel efficiency of the vehicles traveling to and from the hotel site) – vehicle trip volume and vehicle trip distance – the variables that determine VMT. To compare the trip generation characteristics of the approved hotel and proposed hotel projects, Hexagon Transportation Consultants identified the vehicle trip generation rate published by the Institute of Transportation Engineers published in 2000 that were applied to the approved hotel, and the current published trip rate that would apply to the proposed hotel. The information can be found in the *Transportation Analysis Consistency Review for the Seaside Resort Hotel* (Hexagon Transportation Consultants 2022) found in [Appendix B](#). Table 1 in that analysis shows that the approved hotel would generate approximately 2,716 vehicle trips per day, while the proposed hotel would generate approximately 2,637 trips per day. Given that the character and functions of the approved and proposed hotels are similar, it is valid to assume that the lengths of guest trips from their origins to their destinations would be similar for both projects. Consequently, annual VMT for the proposed hotel could be slightly lower than for the approved hotel. The proposed hotel would not produce higher VMT than would the approved hotel.

To provide additional VMT reduction benefit, and facilitate GHG emissions reductions from vehicle travel, the Applicant is including several VMT reduction measures into the project as described in Section 3 of this Addendum. The measures would be required by the City as conditions of approval.

Regarding hazardous circulation design and emergency access adequacy, the certified EIR did not identify significant circulation design impacts for the Seaside Resort project. Both the approved and proposed hotel would utilize McClure Way to access General Jim Moore Boulevard. Emergency access issues were identified for the Seaside portion of the former Fort Ord as a whole, as well as individually for the Seaside Report project. Mitigation measures 37 to 40 address actions to be taken. The circulation design for the proposed hotel has been evaluated by City staff. A condition of approval will be required to verify that circulation design and fire and emergency vehicle access in accordance with the 2022 California Building Code.

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Based on the analysis above, the City finds:

- A. No substantial changes in the approved hotel project or in the circumstances under which the approved hotel project was approved would result in new significant effects or a substantial increase in the severity of previously identified significant effects;
- B. No new information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects have been identified; and
- C. None of the proposed hotel site and architectural design modifications would significantly affect this environmental resource.

18. TRIBAL CULTURAL RESOURCES.

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:						
i) Listed or eligible for listing in the California Register of Historic Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or						X
ii) a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision © of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of the Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe						X

The certified EIR and prior EIR Addenda did not specifically address Tribal Cultural Resources, because the related thresholds were added to the Appendix G environmental checklist subsequent to the EIR being certified in 2005. As described in Section 5 of this Addendum, where a threshold or guideline was added after the EIR was certified, an Addendum does not need to include environmental analysis related to that threshold or guideline where the potential environmental impact at issue in the threshold or guideline was known or could have been known at the time the EIR was certified.

The issue of Native American cultural resources was known in 2005 at the time the EIR was certified. This is demonstrated by the fact that the impacts of the Seaside Resort project, including the approved hotel, on cultural resources were discussed in Section 2.5, Cultural Resources, in the certified EIR. The EIR the Seaside Resort site is within the ethnographic territory of the Costanoan (also known as the Ohlone) linguistic group and the potential for resources associated with this group to be present within the Seaside Resort project boundary. As part of the certified EIR analysis, an archaeological reconnaissance

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was conducted to assess the potential presence of archaeological resources, including Native American artifacts and human remains. None were identified as present. Background research, including review of archaeological site records, maps and project files of the Northwest Regional Information Center was conducted, as was a review of private files owned by the archeological consultant. The site is not listed in the California Register of Historic Places. There were no recorded archaeological sites located on the sites and there was no indication that the Seaside Resort may comprise a site of significance to the Ohlone. Mitigation measures 20 and 21 in the certified EIR address actions to be taken if archaeological resources and/or human remains are uncovered during construction. These mitigation measures would apply to the proposed hotel project.

Because the potential impacts of the Seaside Resort on cultural resources, including resources and places of potential value to Native American tribes, was known when the EIR was certified in November 2005, this Addendum is not required to analyze impacts of the proposed hotel related to tribal cultural resources.

Based on the analysis above, the City finds:

- A. No substantial changes in the approved hotel project or in the circumstances under which the approved hotel project was approved would result in new significant effects or a substantial increase in the severity of previously identified significant effects;
- B. No new information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects have been identified; and
- C. None of the proposed hotel site and architectural design modifications would significantly affect this environmental resource.

19. UTILITIES AND SERVICE SYSTEMS. Would the Project:

a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?					X	
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?					X	
c) Result in a determination by the waste water treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?					X	
d) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?					X	

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e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?					X	
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The approved and proposed hotel projects are planned on the same site. As described in Section 3 in this Addendum, the building square footage for the proposed hotel is greater than the approved hotel, but both projects are of similar character and function. Infrastructure requirements for electric power, natural gas and telecommunications facilities would be similar for both projects given their similar character and demand profiles. No change in environmental effects related to constructing these facilities is expected. The proposed hotel would result in slightly less impervious surface such that stormwater runoff volume from the proposed hotel site would be slightly lower. Consequently, no increase in stormwater facility construction requirements would occur.

Regarding water supply adequacy, neither the approved hotel nor the proposed hotel is of sufficient size (500 rooms or more) to require a water supply assessment pursuant to Water Code section 10912 SB 610. A water supply assessment must analyze water supply sufficiency under normal, dry, and multiple dry years. Since a water supply analysis is not required, this component of a water supply sufficiency analysis is not required. Rather, the focus of analysis here is on comparative water demand for the approved and proposed hotel and whether or not the water purveyor has sufficient water supply available to meet that demand.

The certified EIR evaluated water supply impacts of the Seaside Resort assuming the approved hotel water contribution to overall water demand would be 69.3 acre-feet per year (AFY) and that landscaping demand for the entire Seaside Resort project would be 16.8 AFY, as shown in Table 35 of the certified EIR. As described in Resolution 05-44, adopted by the Seaside City Council in 2005, the approved hotel project was allocated 6.2 AFY of the 16.8 AFY landscape demand. Including the 6.2 acre feet for irrigation purposes, a total of 75.5 would be allocated to the proposed hotel.

In June 2022, the Applicant submitted a statement to the Marina Coast Water District (MCWD), the water purveyor for the City of Seaside, identifying the projected water demand for the proposed 330-room hotel plus an additional 38 potential future timeshare residential units the applicant acquired from the owners, Seaside Resort development, that were scheduled to be constructed on Parcel C in the certified EIR. The demand projection calculations are based on a worksheet provided by MCWD entitled "MCWD Water Code: Appendix C" The projected water demand for the proposed hotel, the 38 timeshare units (which may be considered by the City as part of a separate future entitlement process), and all ancillary hotel uses (e.g., landscaping) as identified in the worksheet is 77.193 AFY. When the timeshare unit demand is subtracted out, the potable water demand for the proposed hotel use and associated uses, including landscaping, declines to 73.01.AFY. This projected proposed hotel demand is less than the 75.5 AFY allocated to the approved hotel and its associated uses, including landscaping.

MCWD subsequently considered and adopted Resolution No. 2022-30 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Seaside Peninsula Acquisition Group for the Seaside Resort Development. The resolution and associated attachments, which include the Applicant's MCWD Water Code: Appendix C worksheet, are included in [Appendix C](#). Section 5 of the infrastructure agreement includes a statement that the MCWD will deliver water, recycled water and provide sewer service to the proposed hotel once MCWD accepts the infrastructure and facilities to be installed by the Applicant to serve the project. This determination is based on water allocation documentation included in the agreement (as summarized above) and serves as MCWD's statement that sufficient water is available to serve the project.

Regarding wastewater treatment, the certified EIR identified projected flow from the Seaside Resort project at 90,340 gallons per day. Flow from the approved hotel component of that project was not identified. Mitigation measure 45 in the certified EIR requires that the Seaside Resort developer fund wastewater conveyance system improvements should the same be found to be inadequate to handle flow from the Seaside Report project as a whole. The Applicant for the proposed hotel has submitted documentation to MCWD, the wastewater conveyance system utility, regarding water demand for the project. Because the projected water demand is no greater than assumed for the approved hotel as described above, the wastewater flow from the

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Certified EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Certified EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
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proposed hotel would be no greater than assumed for the approved hotel. The MCWD has stated its ability to provide wastewater conveyance service to the proposed hotel in the agreement referenced above. The Applicant for the proposed hotel will be required to install sewer conveyance infrastructure per mitigation measure 45 and as described in the infrastructure agreement between the Applicant and MCWD.

The certified EIR found that there were no constraints to wastewater treatment capacity for the Seaside Resort project as a whole. Monterey One Water (Monterey Regional Water Pollution Control Agency at the time the EIR was certified) provides wastewater treatment service for development in Seaside at its regional plant located in Marina. The regional plant has an average dry weather design capacity of 29.6 million gallons per day and a peak wet weather design capacity of 75.6 million gallons per day. Flows into the regional plant have been declining over time with improved water conservation and reuse efforts within each of its member agency jurisdictions. Flows are currently in the range of 18-20 million gallons per day, well below the average day design capacity. Wastewater treatment capacity is available to serve the proposed hotel, as it was when the Seaside Resort EIR was certified in 2005.

The certified EIR found that solid waste impacts of the Seaside Resort project, including the approved hotel, would be less than significant. Since that time, the regulatory requirements for reducing and recycling solid waste and organic waste have become far more stringent. Required conformance of the proposed hotel with these regulations will ensure that its solid waste effects will be no more significant than for the approved hotel.

Based on the analysis above, the City finds:

- A. No substantial changes in the approved hotel project or in the circumstances under which the approved hotel project was approved would result in new significant effects or a substantial increase in the severity of previously identified significant effects;
- B. No new information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects have been identified; and
- C. None of the proposed hotel site and architectural design modifications would significantly affect this environmental resource.

20. WILDFIRE. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?					X	
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?					X	
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?					X	

Addendum No. 5 to the Seaside Resort EIR

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Certified EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Certified EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact
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d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?					X	
---	--	--	--	--	---	--

The certified EIR did not specifically address Wildfire impacts because the related thresholds were added to the Appendix G environmental checklist subsequent to the EIR being certified in 2005. As described in Section 5 of this Addendum, where a threshold or guideline was added after the EIR was certified, an Addendum does not need to include environmental analysis related to that threshold or guideline where the potential environmental impact at issue in the threshold or guideline was known or could have been known at the time the EIR was certified.

The issue of wildfire was known in 2005 at the time the EIR was certified. This is demonstrated by the fact that the impacts of the Seaside Resort project, including the approved hotel, related to wildland fire were discussed in Item 2.7, Hazards and Hazardous Materials, in the certified EIR. The certified EIR concluded that because the Seaside Resort site is within an urbanized area, there would be no hazards to development associated with wildland fires. Since the EIR was certified, there have been no changes to environmental conditions that would give rise to new impacts related to wildfire hazard. Because the issue of wildland fire hazard was known when the EIR was certified in November 2005, this Addendum is not required to analyze impacts of the proposed hotel related to wildfire.

21. MANDATORY FINDINGS OF SIGNIFICANCE:

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?					X	
b) Does the Project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a Project are considerable when viewed in connection with the effects of past Projects, the effects of other current Projects, and the effects of probable future projects)?					X	
c) Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?					X	

As described in biological resources and cultural resources sections of this Addendum, the proposed hotel project would not have significant biological resource or cultural resource impacts that were not already disclosed in the certified EIR. Similarly, based on the analyses of individual environmental topics in this Addendum, the contribution of the proposed hotel project to cumulative impacts described in the certified EIR would be no more considerable than assumed for the approved hotel. As described in the hazards and hazardous materials and the geology and soils sections of this Addendum, the proposed hotel

Addendum No. 5 to the Seaside Resort EIR

Issues and Supporting Information Sources	Substantial Change in Project Requiring Major EIR Revisions	Substantial Change in Circumstances Requiring Major EIR Revisions	New Information Showing New or Greater Significant Effects than Certified EIR	New Information Showing Ability to Reduce, but not Eliminate Significant Effects in Certified EIR	Less than Significant Impact/No Changes or New Information Requiring Preparation of an EIR	No Impact

would not have significant impacts that were not already disclosed in the certified EIR.

Based on the analysis above, the City finds:

- A. No substantial changes in the approved hotel project or in the circumstances under which the approved hotel project was approved would result in new significant effects or a substantial increase in the severity of previously identified significant effects;
- B. No new information of substantial importance with respect to this environmental resource/impact resulting in new significant effects or a substantial increase in the severity of previously identified effects have been identified; and
- C. None of the proposed hotel site and architectural design modifications would significantly affect this environmental resource.

Addendum No. 5 to the Seaside Resort EIR

SOURCES

Association of Environmental Professionals. *California Environmental Quality Act Guidelines*. 2022.

City of Seaside. *Seaside General Plan*. August 2004.

City of Seaside. *Seaside General Plan Certified Final Environmental Impact Report*. January 2004.

City of Seaside. *Seaside Municipal Code*.

City of Seaside. *Seaside Resort Final Environmental Impact Report*. August 2004.

DLR Group. *Grand Hyatt Seaside Resort Hotel and Conference Center, City of Seaside Submittal*. September 2, 2022.

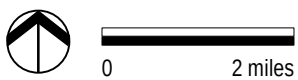
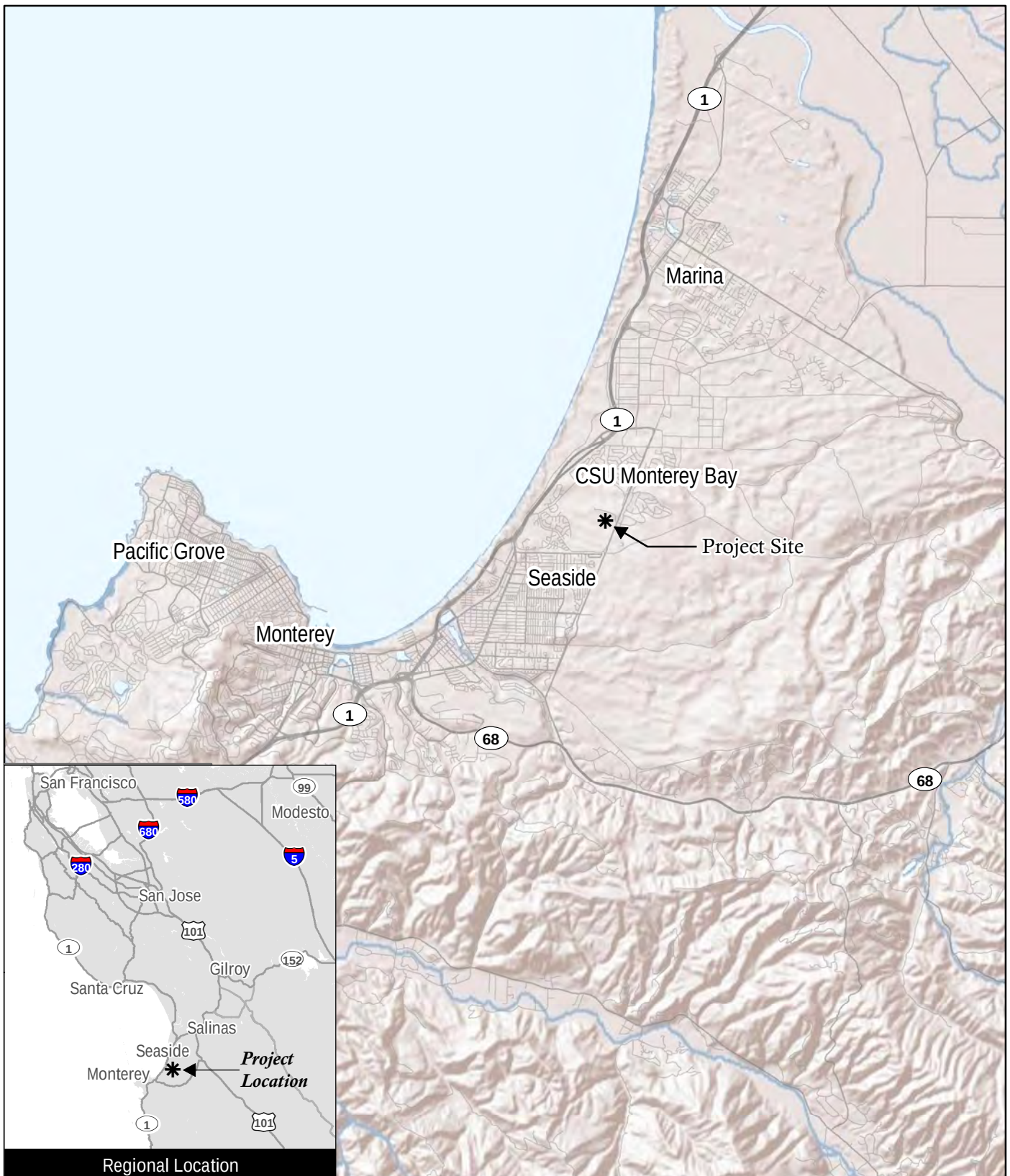
DLR Group. *Grand Hyatt Seaside Resort Presentation*. August 15, 2022.

EMC Planning Group. *Grand Hyatt Hotel Development – Emissions Modeling Methodology, Assumptions, and Results*. 2022.

Hexagon Transportation Consultants. *Transportation Analysis Consistency Review for the Seaside Resort Hotel Development Adjustments*. 2022.

Monterey Bay Air Resources District, *Air Quality CEQA Guidelines*. 2017

Marina Coast Water District. *Resolution No. 2022 – 30, Resolution of the Board of Directors Marina Coast Water District, Approving a Water, Sewer, and Recycled Water Infrastructure Agreement Between Marina Coast Water District and Seaside Peninsula Acquisition Group for the Seaside Resort Development in Marina, CA*. June 30, 2022.



Source: ESRI 2022

Figure 1

Project Location Map

Addendum No. 4 to the Seaside Resort EIR



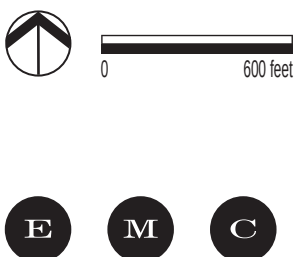


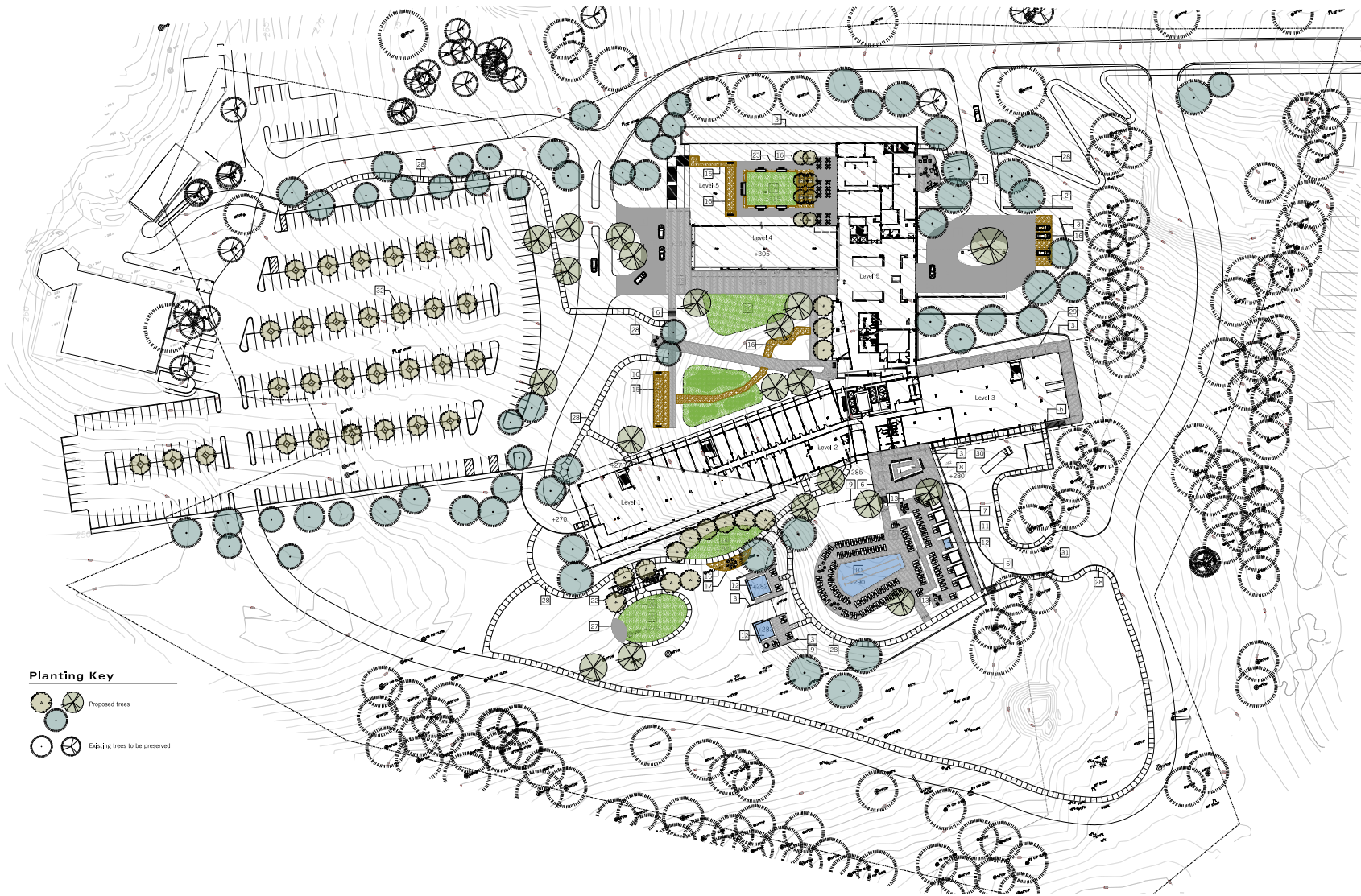
Source: DLR Group 2022

Figure 2

Project Site and Vicinity Setting

Addendum No. 4 to the Seaside Resort EIR





Source: DLR Group 2022

Figure 3
Proposed Hotel Site Plan

Addendum No. 4 to the Seaside Resort EIR





Hotel Valet & Arrival



Wedding & Restaurant Terrace

Source: DLR Group 2022

Figure 4

Representative Hotel Design Images

Addendum No. 4 to the Seaside Resort EIR



Event Center Drop-off

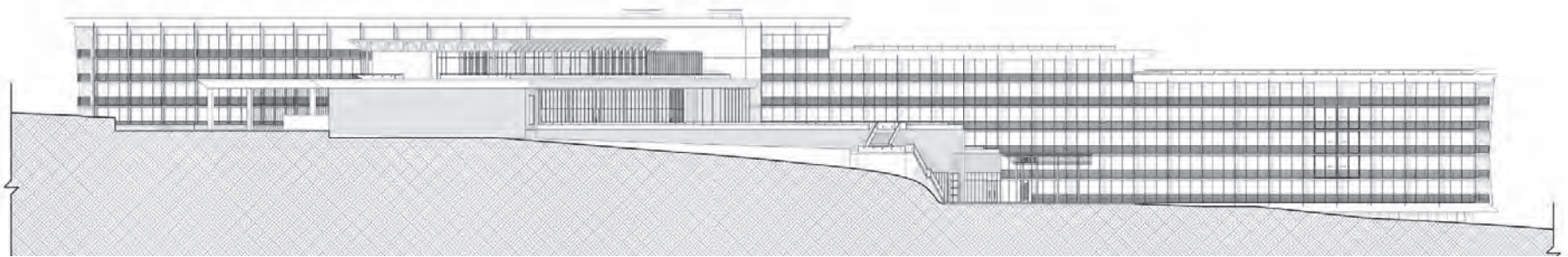


Courtyard

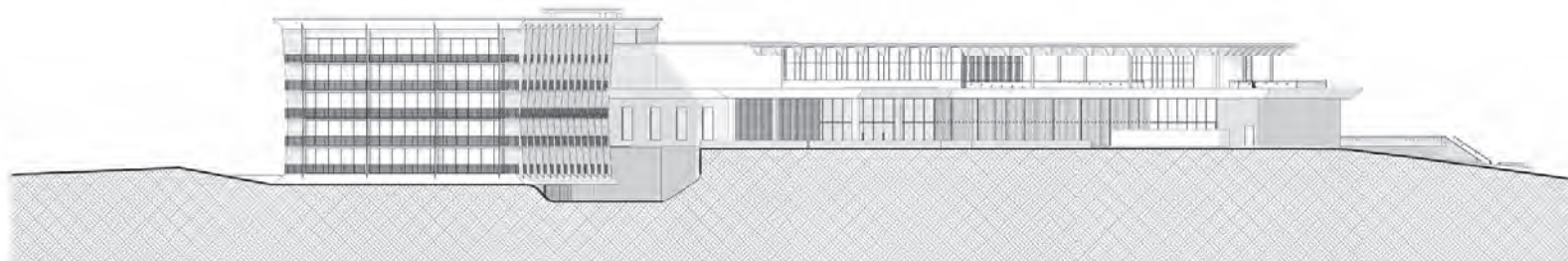
Source: DLR Group 2022

Figure 5 Representative Hotel Design Images

Addendum No. 4 to the Seaside Resort EIR



NORTH ELEVATION

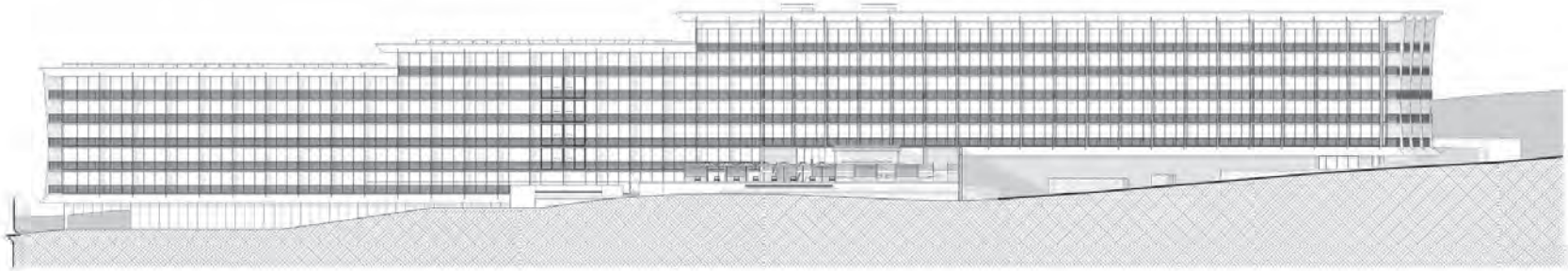


EAST ELEVATION

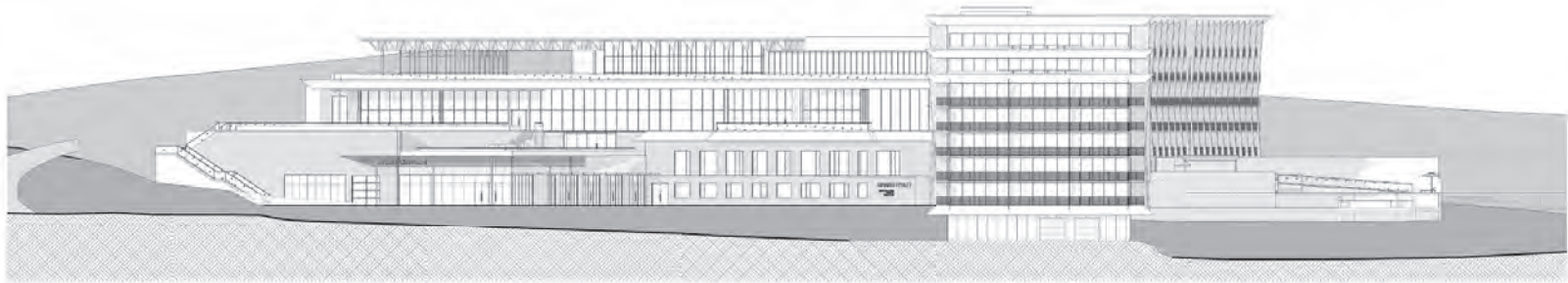
Source: DLR Group 2022

Figure 6
North and East Elevations

Addendum No. 4 to the Seaside Resort EIR



SOUTH ELEVATION



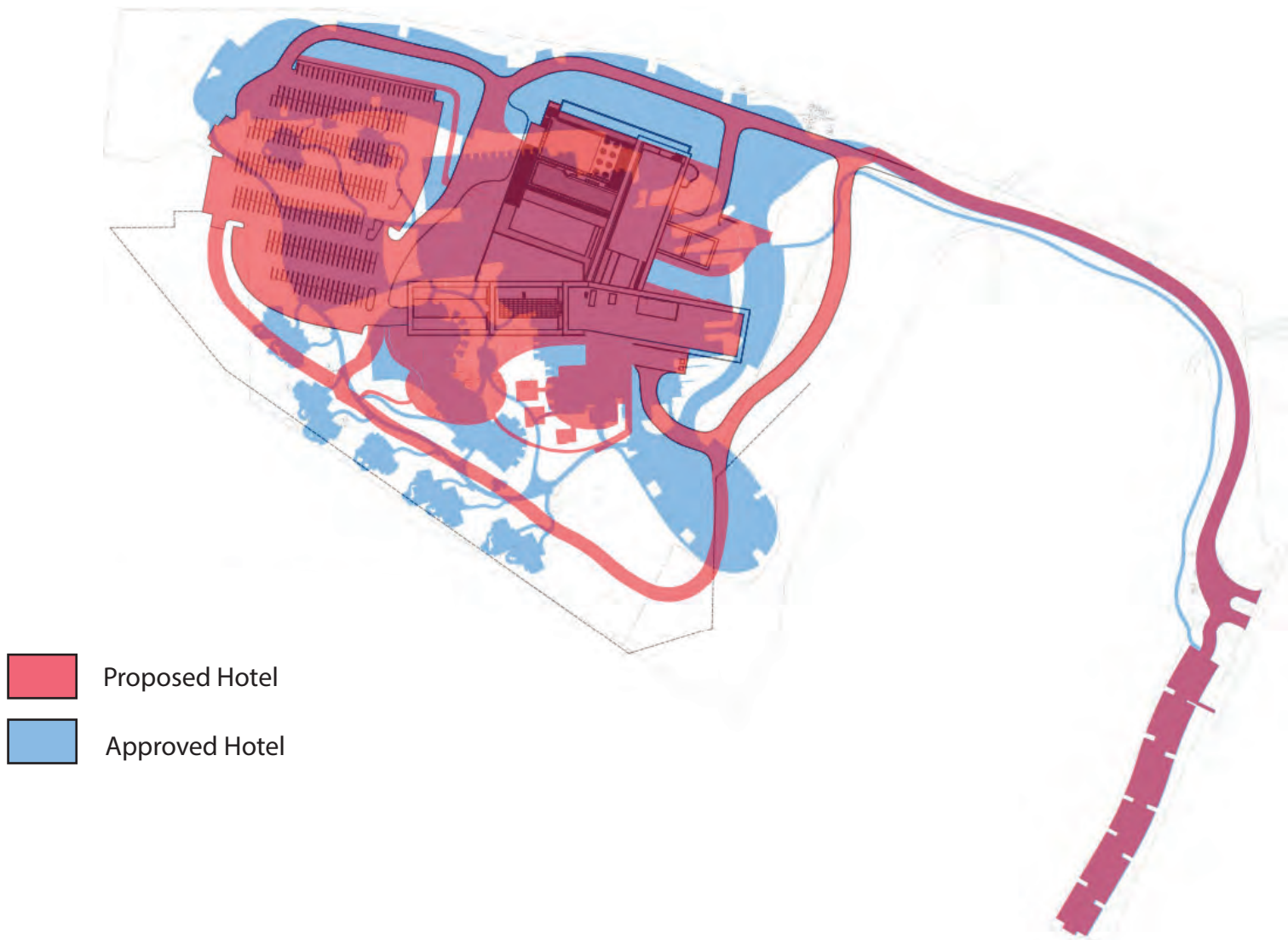
WEST ELEVATION

Source: DLR Group 2022

Figure 7

South and West Elevations

Addendum No. 4 to the Seaside Resort EIR



Source: DLR Group 2022

Figure 8
Site Coverage Comparison

Addendum No. 4 to the Seaside Resort EIR





VIEW FROM GENERAL JIM



SITE SECTION

Source: DLR Group 2022

Figure 9
Site Section/General Jim Moore View

Addendum No. 4 to the Seaside Resort EIR

Emissions Modeling Methodology, Assumptions, and Results





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A LAND USE PLANNING & DESIGN FIRM

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To: Ron Sissem, Senior Principal
From: Zane Mortensen, Assistant Planner
Cc: Sally Rideout, EMPA, Principal
Date: August 25, 2022

Re: Grand Hyatt Hotel Development – Emissions Modeling Methodology, Assumptions, and Results

PROJECT DESCRIPTION

The proposed Grand Hyatt Hotel Development project site is on the former Fort Ord military base in the City of Seaside, located between California Highway 1 and General Jim More Moore Boulevard. The project site is located within the North Central Coast Air Basin, which is within the jurisdiction of the Monterey Bay Air Resources District (“air district”).

The City certified an EIR for Seaside Resort project in 2005. The Seaside Resort project included residential and hotel uses. The Applicant for the proposed Grand Hyatt Hotel (“proposed hotel”) has requested the City to modify the approved conditional use permit for the originally approved hotel to modify the design of the original hotel. Modifications include increasing the building square footage to accommodate specific uses.

Air emissions for the original Seaside Resort project were quantified using URBEMIS emissions estimator tool, which has since been replaced by the California Emissions Estimator Model (CalEEMod). The City of Seaside is preparing Addendum to the certified EIR to evaluate the effects of the Applicant’s proposed modifications to the approved hotel. This memorandum evaluates criteria air pollutant and greenhouse gas (GHG) emissions that would result from constructing and operating the proposed hotel. The purposes to evaluate

MEMORANDUM

the significance of these emissions given that the air district thresholds of significance for criteria emissions have changed since the original EIR was certified, as has the model used to quantify criteria and GHG emissions.

SCOPE OF ASSESSMENT

This assessment provides, methodology, assumptions and an estimate of the proposed hotel's operational criteria air pollutant emissions and construction and operational greenhouse gas (GHG) emissions using CalEEMod version 2020.4 software, a modeling platform recommended by the California Air Resources Board (CARB) and accepted by the air district. Model results are attached to this assessment.

Emissions Model

The CalEEMod software utilizes emissions models USEPA AP-42 emission factors, CARB vehicle emission models studies and studies commissioned by other California agencies.

The CalEEMod platform allows calculations of both construction and operational criteria pollutant and GHG emissions from land use projects. The model also calculates indirect emissions from processes "downstream" of the proposed project such as GHG emissions from energy use, solid waste disposal, vegetation planting and/or removal, and water use.

Project Characteristics and Emissions Sources

The size and type of existing and proposed sources of criteria air pollutant and GHG emissions and their respective CalEEMod land use default categories used in the model are presented in [Table 1, Project Characteristics](#).

METHODOLOGY

Unless otherwise noted, model inputs are based upon the information provided by the applicant. Operational criteria air pollutant and construction and operational GHG emissions estimates are quantified based on the project characteristics information presented in Table 1.

Table 1 Project Characteristics

Project Components	CalEEMod Default Land Use ¹	Proposed ²
Hotel (330 rooms)	Hotel	313,704
Restaurant	Quality Restaurant	23,964
Parking Lot	Parking Lot	191,985
Valet Parking	Enclosed Parking Lot	31,253
Landscape	City Park	166,514

SOURCE: DLR Group 2022

NOTES:

1. CalEEMod default land use subtype. Descriptions of the model default land use categories and subtypes are found in the User's Guide for CalEEMod Version 2020.4 available online at: <http://www.aqmd.gov/caleemod/user's-guide>.
2. Expressed in units of square feet unless otherwise noted.

Model Scenario

An “unmitigated” emissions scenario shows criteria air pollutant emissions that would be generated during operations, and GHG emissions generated during construction and project operations. This scenario also accounts for existing uniformly-applied regulatory measures that reduce emissions. Corresponding California Pollution Control Officers Association (CAPCOA) emissions reduction measures found in the *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity* are referenced here parenthetically.

Compliance with the following regulations during operations is assumed:

- State Model Water Efficient Landscape Ordinance (MWELO) (CAPCOA WUW-4);
- Landscaping equipment is set to electric-only to reflect phasing out of gas-powered landscaping tools potentially by 2024 (AB 1346). It is assumed that these or similar requirements will be in effect at buildout (CAPCOA A-1); and
- Solid waste diversion of 75 percent is applied consistent with waste diversion targets identified in AB 341. It is assumed that these or similar requirements will be in effect at buildout (CAPCOA SW-1).

Assumptions

Unless otherwise noted, data inputs are based on the following primary assumptions:

1. Construction and operational air pollutant and GHG emissions generated by the proposed project were estimated using the CalEEMod default land use subtypes identified in Table 1. Restaurant uses were modeled separately so that energy demand from natural gas could be estimated for the CEQA analysis;
2. Construction is assumed to begin after January 1, 2023;
3. Construction is assumed to occur eight hours per day, five days per week;
4. The proposed project is assumed to be fully operational in 2025;
5. The proposed project would connect to the municipal sanitary sewer system; and
6. 60-percent of energy demand will be supplied by Central Coast Community Energy from renewable sources.

Operational Emissions Data Input

Each air district (or county) assigns trip lengths for urban and rural settings, which are incorporated into the CalEEMod defaults. The model's defaults were set to "urban" and the location parameters are based on the model defaults for Monterey County. Data inputs are based on the information in Table 1, compliance with the identified regulatory mandates and assumptions identified above.

Construction Emissions Data Inputs

CalEEMod estimates construction emissions associated with land use development projects and allows for the input of project-specific construction information including phasing and equipment information, if known. CalEEMod default construction parameters allow estimates of short-term construction Criteria air pollutant and GHG emissions based upon empirical data collected and analyzed by the CARB. Use of the default construction emissions data for a proposed project is recommended by the air district if construction

information is not yet available. The air district also recommends amortizing the short-term construction GHG emissions over a 30-year time period to yield an annual emissions volume. Project-specific construction information for equipment numbers, type and engine horsepower is not yet available in detail sufficient to adjust the model; therefore, consistent with air district guidance, construction emissions modeling is based on model defaults.

RESULTS

Operational criteria air pollutant emissions results are reported in tons per year. GHG emissions results are reported on an annual basis in MT CO₂e. Detailed model results for criteria air pollutants and GHG emissions are attached to this memorandum.

Operational Criteria Air Pollutants

Unmitigated operational criteria air pollutant emissions resulting from project operations in are summarized in [Table 2, Unmitigated Operational Criteria Air Pollutant Emissions](#).

Table 2 Unmitigated Operational Criteria Air Pollutant Emissions

Emissions	Reactive Organic Gases (ROG) ^{1,2}	Nitrogen Oxides (NO _x) ^{1,2}	Sulfur Oxides (SO ₂) ^{1,2}	Suspended Particulate Matter (PM ₁₀) ^{1,2}	PM _{2.5} ^{1,2}	Carbon Monoxide (CO) ^{1,2}
Winter	19.66	17.40	0.19	16.49	4.77	94.88
Summer	20.53	15.74	0.19	16.49	4.77	85.17

SOURCE: EMC Planning Group 2022

NOTES:

1. Results may vary due to rounding.
2. Expressed in pounds per day.

GHG Emissions

Construction GHG Emissions

From the CalEEMod results, construction activity is estimated to generate a total of 1,195.25 MT CO₂e of unmitigated GHG emissions. When averaged over a 30-year operational lifetime, the annual amortized emissions equal 39.84 MT CO₂e per year.

Operational GHG Emissions

Unmitigated annual GHG emissions volume estimates are summarized in [Table 3, Unmitigated Operational GHG Emissions](#).

Table 3 Unmitigated Operational GHG Emissions

Emissions Sources	CO ₂ e ^{1,2}
Area	0.01
Energy	1,185.65
Mobile	2,624.94
Waste	25.50
Water	22.47
Total	3,858.58

SOURCE: EMC Planning Group 2022

NOTES:

1. Results may vary due to rounding.
2. Expressed in MT CO₂e per year.

Total GHG emissions at buildout of both phases consist of amortized construction emissions added to the operational emissions as shown in [Table 4, Total Unmitigated Annual GHG Emissions](#).

Table 4 Total Unmitigated Annual GHG Emissions

Operational Emissions	Amortized Construction Emissions	Net Annual Project Emissions
3,858.58	39.84	3,898.42

SOURCE: EMC Planning Group 2022

NOTE: Results may vary due to rounding.

SOURCES

1. Trinity Consultants. May 2021. *California Emissions Estimator (CalEEMod) Version 2020.4.0*. <http://www.aqmd.gov/caleemod/download-model>
2. Trinity Consultants. May 2021. *CalEEMod User's Guide (Version 2020.4.0)*. <http://www.aqmd.gov/caleemod/user's-guide>
3. Hexagon Transportation Consultants. 2022. Transportation Analysis Consistency Review for the Seaside Resort Hotel Development Adjustments.
4. DLR Group. 2022. Grand Hyatt Seaside Resort Hotel and Conference Center, City of Seaside Submittal.
5. California Energy Commission. June 2022. *2022 Building Energy Efficiency Standards* <https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2022-building-energy-efficiency>

Seaside Resort_Proposed Emissions - Monterey County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied**Seaside Resort_Proposed Emissions
Monterey County, Summer****1.0 Project Characteristics****1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Enclosed Parking Structure	73.00	Space	0.72	31,253.00	0
Parking Lot	507.00	Space	4.40	191,985.00	0
City Park	3.82	Acre	3.82	166,514.00	0
Hotel	330.00	Room	1.56	313,704.00	0
Quality Restaurant	23.96	1000sqft	0.55	23,964.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	3.6	Precipitation Freq (Days)	55
Climate Zone	4			Operational Year	2025
Utility Company	Pacific Gas and Electric Company				
CO2 Intensity (lb/MW hr)	203.98	CH4 Intensity (lb/MW hr)	0.033	N2O Intensity (lb/MW hr)	0.004

1.3 User Entered Comments & Non-Default Data

Land Use - Area adjusted to match project description.

Vehicle Trips - Trip rate adjusted to match trip generation estimates.

Energy Use - 60-percent of energy demand will be supplied by Central Coast Community Energy renewable sources.

Water And Wastewater - No septic system. Water and wastewater service provided through public utilities.

Area Mitigation - Landscaping equipment is set to electric only to reflect phasing out of gas-powered landscaping tools potentially by 2024 (AB 1346).

Water Mitigation - State Model Water Efficient Landscape Ordinance (MWELO) .

Seaside Resort_Proposed Emissions - Monterey County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Waste Mitigation - Solid waste diversion of 75 percent is applied consistent with waste diversion targets identified in AB 341.

Table Name	Column Name	Default Value	New Value
tblEnergyUse	NT24E	3.22	1.29
tblEnergyUse	NT24E	22.30	8.92
tblEnergyUse	T24E	3.50	1.40
tblEnergyUse	T24E	1.83	0.73
tblEnergyUse	T24E	4.52	1.81
tblLandUse	LandUseSquareFeet	29,200.00	31,253.00
tblLandUse	LandUseSquareFeet	202,800.00	191,985.00
tblLandUse	LandUseSquareFeet	166,399.20	166,514.00
tblLandUse	LandUseSquareFeet	479,160.00	313,704.00
tblLandUse	LotAcreage	0.66	0.72
tblLandUse	LotAcreage	4.56	4.40
tblLandUse	LotAcreage	11.00	1.56
tblVehicleTrips	ST_TR	1.96	0.00
tblVehicleTrips	ST_TR	8.19	7.99
tblVehicleTrips	SU_TR	2.19	0.00
tblVehicleTrips	SU_TR	5.95	7.99
tblVehicleTrips	WD_TR	0.78	0.00
tblVehicleTrips	WD_TR	8.36	7.99
tblWater	AerobicPercent	87.46	97.79
tblWater	AerobicPercent	87.46	97.79
tblWater	AerobicPercent	87.46	97.79
tblWater	AerobicPercent	87.46	97.79
tblWater	AerobicPercent	87.46	97.79
tblWater	SepticTankPercent	10.33	0.00
tblWater	SepticTankPercent	10.33	0.00

Seaside Resort_Proposed Emissions - Monterey County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

tblWater	SepticTankPercent	10.33	0.00
tblWater	SepticTankPercent	10.33	0.00
tblWater	SepticTankPercent	10.33	0.00

2.0 Emissions Summary**2.2 Overall Operational****Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	8.6294	4.8000e-004	0.0554	0.0000		1.4000e-004	1.4000e-004		1.4000e-004	1.4000e-004		0.1106	0.1106	2.3000e-004		0.1163
Energy	0.5538	5.0341	4.2286	0.0302		0.3826	0.3826		0.3826	0.3826		6,040.8577	6,040.8577	0.1158	0.1108	6,076.7555
Mobile	11.3460	10.7098	80.8901	0.1644	15.9691	0.1410	16.1101	4.2593	0.1316	4.3908		16,724.1130	16,724.1130	1.1974	0.8342	17,002.6323
Total	20.5291	15.7444	85.1741	0.1946	15.9691	0.5238	16.4929	4.2593	0.5143	4.7736		22,765.0812	22,765.0812	1.3134	0.9449	23,079.5040

4.0 Operational Detail - Mobile**4.2 Trip Summary Information**

Land Use	Average Daily Trip Rate			Unmitigated Annual VMT
	Weekday	Saturday	Sunday	
City Park	0.00	0.00	0.00	
Enclosed Parking Structure	0.00	0.00	0.00	
Hotel	2,636.70	2,636.70	2636.70	5,009,547

Seaside Resort_Proposed Emissions - Monterey County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Parking Lot	0.00	0.00	0.00	
Quality Restaurant	2,009.14	2,157.72	1724.69	2,360,153
Total	4,645.84	4,794.42	4,361.39	7,369,700

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
City Park	9.50	7.30	7.30	33.00	48.00	19.00	66	28	6
Enclosed Parking Structure	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Hotel	9.50	7.30	7.30	19.40	61.60	19.00	58	38	4
Parking Lot	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Quality Restaurant	9.50	7.30	7.30	12.00	69.00	19.00	38	18	44

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
City Park	0.520963	0.051638	0.192625	0.153438	0.027306	0.006844	0.010755	0.006835	0.001550	0.000497	0.023131	0.001435	0.002983
Enclosed Parking Structure	0.520963	0.051638	0.192625	0.153438	0.027306	0.006844	0.010755	0.006835	0.001550	0.000497	0.023131	0.001435	0.002983
Hotel	0.520963	0.051638	0.192625	0.153438	0.027306	0.006844	0.010755	0.006835	0.001550	0.000497	0.023131	0.001435	0.002983
Parking Lot	0.520963	0.051638	0.192625	0.153438	0.027306	0.006844	0.010755	0.006835	0.001550	0.000497	0.023131	0.001435	0.002983
Quality Restaurant	0.520963	0.051638	0.192625	0.153438	0.027306	0.006844	0.010755	0.006835	0.001550	0.000497	0.023131	0.001435	0.002983

5.0 Energy Detail**5.2 Energy by Land Use - NaturalGas****Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
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Seaside Resort_Proposed Emissions - Monterey County, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Land Use	kBTU/yr	lb/day										lb/day					
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Enclosed Parking Structure	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Hotel	37.739	0.4070	3.6999	3.1079	0.0222		0.2812	0.2812		0.2812	0.2812		4,439.8848	4,439.8848	0.0851	0.0814	4,466.2688
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Quality Restaurant	13.6083	0.1468	1.3341	1.1207	8.0000e-003		0.1014	0.1014		0.1014	0.1014		1,600.9729	1,600.9729	0.0307	0.0294	1,610.4866
Total		0.5538	5.0340	4.2286	0.0302		0.3826	0.3826		0.3826	0.3826		6,040.8577	6,040.8577	0.1158	0.1108	6,076.7555

6.0 Area Detail

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	1.3119					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	7.3137					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	3.7300e-003	4.8000e-004	0.0554	0.0000		1.4000e-004	1.4000e-004		1.4000e-004	1.4000e-004		0.1106	0.1106	2.3000e-004		0.1163
Total	8.6294	4.8000e-004	0.0554	0.0000		1.4000e-004	1.4000e-004		1.4000e-004	1.4000e-004		0.1106	0.1106	2.3000e-004		0.1163

Seaside Resort_Proposed Emissions - Monterey County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied**Seaside Resort_Proposed Emissions
Monterey County, Winter****1.0 Project Characteristics****1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Enclosed Parking Structure	73.00	Space	0.72	31,253.00	0
Parking Lot	507.00	Space	4.40	191,985.00	0
City Park	3.82	Acre	3.82	166,514.00	0
Hotel	330.00	Room	1.56	313,704.00	0
Quality Restaurant	23.96	1000sqft	0.55	23,964.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	3.6	Precipitation Freq (Days)	55
Climate Zone	4			Operational Year	2025
Utility Company	Pacific Gas and Electric Company				
CO2 Intensity (lb/MW hr)	203.98	CH4 Intensity (lb/MW hr)	0.033	N2O Intensity (lb/MW hr)	0.004

1.3 User Entered Comments & Non-Default Data

Land Use - Area adjusted to match project description.

Vehicle Trips - Trip rate adjusted to match trip generation estimates.

Energy Use - 60-percent of energy demand will be supplied by Central Coast Community Energy renewable sources.

Water And Wastewater - No septic system. Water and wastewater service provided through public utilities.

Area Mitigation - Landscaping equipment is set to electric only to reflect phasing out of gas-powered landscaping tools potentially by 2024 (AB 1346).

Water Mitigation - State Model Water Efficient Landscape Ordinance (MWELO) .

Seaside Resort_Proposed Emissions - Monterey County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Waste Mitigation - Solid waste diversion of 75 percent is applied consistent with waste diversion targets identified in AB 341.

Table Name	Column Name	Default Value	New Value
tblEnergyUse	NT24E	3.22	1.29
tblEnergyUse	NT24E	22.30	8.92
tblEnergyUse	T24E	3.50	1.40
tblEnergyUse	T24E	1.83	0.73
tblEnergyUse	T24E	4.52	1.81
tblLandUse	LandUseSquareFeet	29,200.00	31,253.00
tblLandUse	LandUseSquareFeet	202,800.00	191,985.00
tblLandUse	LandUseSquareFeet	166,399.20	166,514.00
tblLandUse	LandUseSquareFeet	479,160.00	313,704.00
tblLandUse	LotAcreage	0.66	0.72
tblLandUse	LotAcreage	4.56	4.40
tblLandUse	LotAcreage	11.00	1.56
tblVehicleTrips	ST_TR	1.96	0.00
tblVehicleTrips	ST_TR	8.19	7.99
tblVehicleTrips	SU_TR	2.19	0.00
tblVehicleTrips	SU_TR	5.95	7.99
tblVehicleTrips	WD_TR	0.78	0.00
tblVehicleTrips	WD_TR	8.36	7.99
tblWater	AerobicPercent	87.46	97.79
tblWater	AerobicPercent	87.46	97.79
tblWater	AerobicPercent	87.46	97.79
tblWater	AerobicPercent	87.46	97.79
tblWater	AerobicPercent	87.46	97.79
tblWater	SepticTankPercent	10.33	0.00
tblWater	SepticTankPercent	10.33	0.00

Seaside Resort_Proposed Emissions - Monterey County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

tblWater	SepticTankPercent	10.33	0.00
tblWater	SepticTankPercent	10.33	0.00
tblWater	SepticTankPercent	10.33	0.00

2.0 Emissions Summary**2.2 Overall Operational****Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	8.6294	4.8000e-004	0.0554	0.0000		1.4000e-004	1.4000e-004		1.4000e-004	1.4000e-004		0.1106	0.1106	2.3000e-004		0.1163
Energy	0.5538	5.0341	4.2286	0.0302		0.3826	0.3826		0.3826	0.3826		6,040.8577	6,040.8577	0.1158	0.1108	6,076.7555
Mobile	10.4703	12.3646	90.6008	0.1574	15.9691	0.1411	16.1102	4.2593	0.1317	4.3909		16,009.4557	16,009.4557	1.3942	0.9238	16,319.5882
Total	19.6534	17.3992	94.8848	0.1876	15.9691	0.5239	16.4930	4.2593	0.5144	4.7737		22,050.4240	22,050.4240	1.5102	1.0345	22,396.4599

4.0 Operational Detail - Mobile**4.2 Trip Summary Information**

Land Use	Average Daily Trip Rate			Unmitigated
	Weekday	Saturday	Sunday	Annual VMT
City Park	0.00	0.00	0.00	
Enclosed Parking Structure	0.00	0.00	0.00	

Seaside Resort_Proposed Emissions - Monterey County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Hotel	2,636.70	2,636.70	2636.70	5,009,547
Parking Lot	0.00	0.00	0.00	
Quality Restaurant	2,009.14	2,157.72	1724.69	2,360,153
Total	4,645.84	4,794.42	4,361.39	7,369,700

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
City Park	9.50	7.30	7.30	33.00	48.00	19.00	66	28	6
Enclosed Parking Structure	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Hotel	9.50	7.30	7.30	19.40	61.60	19.00	58	38	4
Parking Lot	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Quality Restaurant	9.50	7.30	7.30	12.00	69.00	19.00	38	18	44

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
City Park	0.520963	0.051638	0.192625	0.153438	0.027306	0.006844	0.010755	0.006835	0.001550	0.000497	0.023131	0.001435	0.002983
Enclosed Parking Structure	0.520963	0.051638	0.192625	0.153438	0.027306	0.006844	0.010755	0.006835	0.001550	0.000497	0.023131	0.001435	0.002983
Hotel	0.520963	0.051638	0.192625	0.153438	0.027306	0.006844	0.010755	0.006835	0.001550	0.000497	0.023131	0.001435	0.002983
Parking Lot	0.520963	0.051638	0.192625	0.153438	0.027306	0.006844	0.010755	0.006835	0.001550	0.000497	0.023131	0.001435	0.002983
Quality Restaurant	0.520963	0.051638	0.192625	0.153438	0.027306	0.006844	0.010755	0.006835	0.001550	0.000497	0.023131	0.001435	0.002983

5.0 Energy Detail

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
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Seaside Resort_Proposed Emissions - Monterey County, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Land Use	kBTU/yr	lb/day										lb/day					
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Enclosed Parking Structure	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Hotel	37.739	0.4070	3.6999	3.1079	0.0222		0.2812	0.2812		0.2812	0.2812		4,439.8848	4,439.8848	0.0851	0.0814	4,466.2688
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Quality Restaurant	13.6083	0.1468	1.3341	1.1207	8.0000e-003		0.1014	0.1014		0.1014	0.1014		1,600.9729	1,600.9729	0.0307	0.0294	1,610.4866
Total		0.5538	5.0340	4.2286	0.0302		0.3826	0.3826		0.3826	0.3826		6,040.8577	6,040.8577	0.1158	0.1108	6,076.7555

6.0 Area Detail

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	1.3119					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	7.3137					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	3.7300e-003	4.8000e-004	0.0554	0.0000		1.4000e-004	1.4000e-004		1.4000e-004	1.4000e-004		0.1106	0.1106	2.3000e-004		0.1163
Total	8.6294	4.8000e-004	0.0554	0.0000		1.4000e-004	1.4000e-004		1.4000e-004	1.4000e-004		0.1106	0.1106	2.3000e-004		0.1163

Seaside Resort_Proposed Emissions - Monterey County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Seaside Resort_Proposed Emissions
Monterey County, Annual

1.0 Project Characteristics**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Enclosed Parking Structure	73.00	Space	0.72	31,253.00	0
Parking Lot	507.00	Space	4.40	191,985.00	0
City Park	3.82	Acre	3.82	166,514.00	0
Hotel	330.00	Room	1.56	313,704.00	0
Quality Restaurant	23.96	1000sqft	0.55	23,964.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	3.6	Precipitation Freq (Days)	55
Climate Zone	4			Operational Year	2025
Utility Company	Pacific Gas and Electric Company				
CO2 Intensity (lb/MW hr)	203.98	CH4 Intensity (lb/MW hr)	0.033	N2O Intensity (lb/MW hr)	0.004

1.3 User Entered Comments & Non-Default Data

Land Use - Area adjusted to match project description.

Vehicle Trips - Trip rate adjusted to match trip generation estimates.

Energy Use - 60-percent of energy demand will be supplied by Central Coast Community Energy renewable sources.

Water And Wastewater - No septic system. Water and wastewater service provided through public utilities.

Area Mitigation - Landscaping equipment is set to electric only to reflect phasing out of gas-powered landscaping tools potentially by 2024 (AB 1346).

Water Mitigation - State Model Water Efficient Landscape Ordinance (MWELO) .

Seaside Resort_Proposed Emissions - Monterey County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Waste Mitigation - Solid waste diversion of 75 percent is applied consistent with waste diversion targets identified in AB 341.

Table Name	Column Name	Default Value	New Value
tblEnergyUse	NT24E	3.22	1.29
tblEnergyUse	NT24E	22.30	8.92
tblEnergyUse	T24E	3.50	1.40
tblEnergyUse	T24E	1.83	0.73
tblEnergyUse	T24E	4.52	1.81
tblLandUse	LandUseSquareFeet	29,200.00	31,253.00
tblLandUse	LandUseSquareFeet	202,800.00	191,985.00
tblLandUse	LandUseSquareFeet	166,399.20	166,514.00
tblLandUse	LandUseSquareFeet	479,160.00	313,704.00
tblLandUse	LotAcreage	0.66	0.72
tblLandUse	LotAcreage	4.56	4.40
tblLandUse	LotAcreage	11.00	1.56
tblVehicleTrips	ST_TR	1.96	0.00
tblVehicleTrips	ST_TR	8.19	7.99
tblVehicleTrips	SU_TR	2.19	0.00
tblVehicleTrips	SU_TR	5.95	7.99
tblVehicleTrips	WD_TR	0.78	0.00
tblVehicleTrips	WD_TR	8.36	7.99
tblWater	AerobicPercent	87.46	97.79
tblWater	AerobicPercent	87.46	97.79
tblWater	AerobicPercent	87.46	97.79
tblWater	AerobicPercent	87.46	97.79
tblWater	AerobicPercent	87.46	97.79
tblWater	SepticTankPercent	10.33	0.00
tblWater	SepticTankPercent	10.33	0.00

Seaside Resort_Proposed Emissions - Monterey County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

tblWater	SepticTankPercent	10.33	0.00
tblWater	SepticTankPercent	10.33	0.00
tblWater	SepticTankPercent	10.33	0.00

2.0 Emissions Summary**2.1 Overall Construction****Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2023	0.3604	2.9936	3.4038	8.9700e-003	0.5622	0.1131	0.6753	0.1938	0.1058	0.2996	0.0000	813.0935	813.0935	0.1069	0.0415	828.1285
2024	2.5415	1.1145	1.4829	3.9700e-003	0.1668	0.0387	0.2055	0.0453	0.0363	0.0816	0.0000	360.9124	360.9124	0.0389	0.0203	367.9410
Maximum	2.5415	2.9936	3.4038	8.9700e-003	0.5622	0.1131	0.6753	0.1938	0.1058	0.2996	0.0000	813.0935	813.0935	0.1069	0.0415	828.1285

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	1.5746	6.0000e-005	6.9200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005	0.0000	0.0125	0.0125	3.0000e-005	0.0000	0.0132
Energy	0.1011	0.9187	0.7717	5.5100e-003		0.0698	0.0698		0.0698	0.0698	0.0000	1,177.9459	1,177.9459	0.0479	0.0218	1,185.6475

Seaside Resort_Proposed Emissions - Monterey County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Mobile	1.8491	2.0624	14.7846	0.0279	2.7381	0.0249	2.7630	0.7323	0.0233	0.7555	0.0000	2,577.5123	2,577.5123	0.2076	0.1417	2,624.9384
Waste						0.0000	0.0000		0.0000	0.0000	10.2947	0.0000	10.2947	0.6084	0.0000	25.5047
Water						0.0000	0.0000		0.0000	0.0000	5.5348	9.6400	15.1747	0.1463	0.0122	22.4740
Total	3.5248	2.9811	15.5633	0.0334	2.7381	0.0948	2.8329	0.7323	0.0931	0.8254	15.8295	3,765.1107	3,780.9402	1.0102	0.1758	3,858.5777

4.0 Operational Detail - Mobile

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated Annual VMT
	Weekday	Saturday	Sunday	
City Park	0.00	0.00	0.00	
Enclosed Parking Structure	0.00	0.00	0.00	
Hotel	2,636.70	2,636.70	2636.70	5,009,547
Parking Lot	0.00	0.00	0.00	
Quality Restaurant	2,009.14	2,157.72	1724.69	2,360,153
Total	4,645.84	4,794.42	4,361.39	7,369,700

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
City Park	9.50	7.30	7.30	33.00	48.00	19.00	66	28	6
Enclosed Parking Structure	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Hotel	9.50	7.30	7.30	19.40	61.60	19.00	58	38	4
Parking Lot	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0
Quality Restaurant	9.50	7.30	7.30	12.00	69.00	19.00	38	18	44

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
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Seaside Resort_Proposed Emissions - Monterey County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

City Park	0.520963	0.051638	0.192625	0.153438	0.027306	0.006844	0.010755	0.006835	0.001550	0.000497	0.023131	0.001435	0.002983
Enclosed Parking Structure	0.520963	0.051638	0.192625	0.153438	0.027306	0.006844	0.010755	0.006835	0.001550	0.000497	0.023131	0.001435	0.002983
Hotel	0.520963	0.051638	0.192625	0.153438	0.027306	0.006844	0.010755	0.006835	0.001550	0.000497	0.023131	0.001435	0.002983
Parking Lot	0.520963	0.051638	0.192625	0.153438	0.027306	0.006844	0.010755	0.006835	0.001550	0.000497	0.023131	0.001435	0.002983
Quality Restaurant	0.520963	0.051638	0.192625	0.153438	0.027306	0.006844	0.010755	0.006835	0.001550	0.000497	0.023131	0.001435	0.002983

5.0 Energy Detail

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
City Park	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Enclosed Parking Structure	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hotel	1.37747e+ 007	0.0743	0.6752	0.5672	4.0500e-003		0.0513	0.0513		0.0513	0.0513	0.0000	735.0727	735.0727	0.0141	0.0135	739.4409
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Quality Restaurant	4.96702e+ 006	0.0268	0.2435	0.2045	1.4600e-003		0.0185	0.0185		0.0185	0.0185	0.0000	265.0590	265.0590	5.0800e-003	4.8600e- 003	266.6341
Total		0.1011	0.9187	0.7717	5.5100e-003		0.0698	0.0698		0.0698	0.0698	0.0000	1,000.1317	1,000.1317	0.0192	0.0183	1,006.0750

5.3 Energy by Land Use - Electricity

Seaside Resort_Proposed Emissions - Monterey County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied**Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
City Park	0	0.0000	0.0000	0.0000	0.0000
Enclosed Parking Structure	98446.9	9.1087	1.4700e-003	1.8000e-004	9.1988
Hotel	1.37089e+006	126.8396	0.0205	2.4900e-003	128.0938
Parking Lot	67194.8	6.2171	1.0100e-003	1.2000e-004	6.2786
Quality Restaurant	385293	35.6488	5.7700e-003	7.0000e-004	36.0013
Total		177.8142	0.0288	3.4900e-003	179.5724

6.0 Area Detail**6.2 Area by SubCategory****Unmitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.2394					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Seaside Resort_Proposed Emissions - Monterey County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Consumer Products	1.3348					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	4.7000e-004	6.0000e-005	6.9200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005	0.0000	0.0125	0.0125	3.0000e-005	0.0000	0.0132
Total	1.5747	6.0000e-005	6.9200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005	0.0000	0.0125	0.0125	3.0000e-005	0.0000	0.0132

7.2 Water by Land Use**Unmitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
City Park	0 / 4.27382	1.3840	2.2000e-004	3.0000e-005	1.3977
Enclosed Parking Structure	0 / 0	0.0000	0.0000	0.0000	0.0000
Hotel	8.37103 / 0.873378	7.4354	0.0782	6.5300e-003	11.3346
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Quality Restaurant	7.27267 / 0.435896	6.3553	0.0679	5.6700e-003	9.7418
Total		15.1747	0.1463	0.0122	22.4740

8.2 Waste by Land Use**Unmitigated**

Seaside Resort_Proposed Emissions - Monterey County, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
City Park	0.0825	0.0168	9.9000e-004	0.0000	0.0415
Enclosed Parking Structure	0	0.0000	0.0000	0.0000	0.0000
Hotel	45.1675	9.1686	0.5419	0.0000	22.7148
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Quality Restaurant	5.465	1.1094	0.0656	0.0000	2.7484
Total		10.2947	0.6084	0.0000	25.5047

Transportation Analysis Consistency Review

B
APPENDIX



HEXAGON TRANSPORTATION CONSULTANTS, INC.

Memorandum

Date: July 13, 2022
To: Ron Sissem, EMC
From: Robert Del Rio, T.E.
Subject: Transportation Analysis Consistency Review for the Seaside Resort Hotel Development Adjustments

This memo presents a supplemental evaluation of consistency with the completed Transportation Impact Analysis (TIA) for the proposed Seaside Resort Hotel development project description adjustments. The Seaside Resort which consisted of a 268,567 square foot (sf) hotel with 330 guest rooms, a spa, a conference center, restaurant, bar, kitchen, and administration and service area was approved in 2004. A TIA report was completed by Keith Higgins and Associates in 2000 for the approved project.

The new project description now proposes the same number of guest rooms, but includes an additional 102,000 sf of conference space, restaurants, and ancillary support uses. Figure 1 provides a project plan and program summary. There are no changes to the proposed site access points. This supplemental evaluation consists of a review of the trip generation estimates utilized in the 2000 TIA and trip estimates for the project based on current trip rates.

Trip Generation Rates

Vehicle-trips for the proposed 330-room hotel were estimated using average vehicle-trip rates from the *ITE Trip Generation Manual, 11th Edition (2021)* for hotel land uses (Land Use 310). ITE provides trip rates for several types of hotels including all-suite, business, and resort hotels. However, only the Land Use 310 "Hotel" trip rates include supporting uses such as convention centers and event centers. Therefore, the other trip rates are not applicable to the proposed hotel. The 2000 TIA also utilized Land Use 310 trip rates then provided in the *ITE Trip Generation Manual, 6th Edition (1997)*.

Note that the trip rates provided by ITE include trips associated with supporting services such as restaurants, bars, meeting rooms, convention centers, etc. It is presumed that a significant portion of trips that may be generated by supporting services are hotel guests that are accounted for in trip estimates for the hotel room. As such, the proposed increase in supporting service space with no change in number of proposed rooms will not result in a significant change in trips that will be generated by the proposed hotel. Trip estimates for the now proposed hotel would be based solely on the proposed 330 hotel rooms, regardless of the previous TIA and proposed supporting service space. Therefore, the trip generation review focuses on a comparison of current trip rates vs. those used in the completed 2000 TIA for the proposed 330-room hotel. The project trip generation estimates, and comparison are presented in Table 1.

Trip Estimate Comparison

Based on current ITE 11th edition trip generation rates, it is estimated that the proposed hotel would generate 2,716 daily trips, with 185 trips (113 inbound and 72 outbound) occurring during

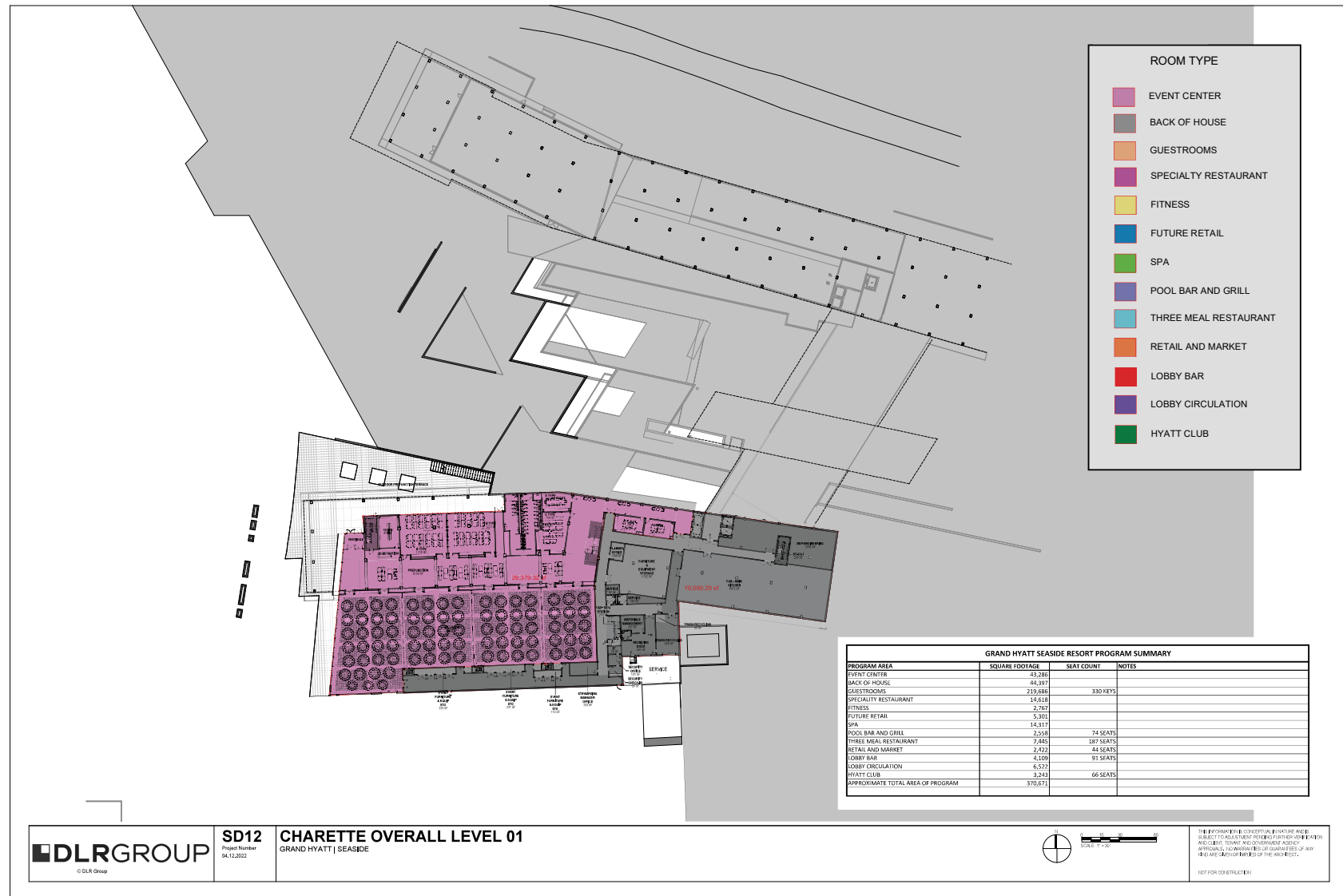
the AM peak hour and 201trips (107 inbound and 94 outbound) occurring during the PM peak hour.

The trip generation comparison indicates that the number of daily and peak hour trips would be less than utilized in the 2000 TIA and approved hotel due to reduced trip generation rates contained in the 11th Edition *ITE Trip Generation Manual*. Therefore, the proposed hotel adjustments would have no effect on the results of the TIA completed in 2000 and 2004 approval.

Table 1
Trip Generation Estimates and Comparison

Land Use	Trip Rate Source	Size	Daily		AM Peak Hour						PM Peak Hour							
			Rate	Trips	Rate	In	Out	In	Out	Trips	Rate	In	Out	In	Out	Trips		
Approved Hotel (1997 ITE Trip Rates)																		
Hotel	ITE LU #310 Hotel ¹	330 rooms	8.23	2,716	0.56	61%	39%	113	72	185	0.61	53%	47%	107	94	201		
Proposed Hotel (2021 ITE Trip Rates)																		
Hotel	ITE LU #310 Hotel ²	330 Rooms	7.99	2,637	0.46	56%	44%	85	67	152	0.59	51%	49%	99	96	195		
Net Project Trips (Proposed - Approved)				-79					-28	-5	-33					-8	1	-7
Notes: ¹ ITE Trip Generation Manual, 6 th Edition 1997 ² ITE Trip Generation Manual, 11 th Edition 2021																		

Figure 1
Project Plan



Marina Coast Water District Resolution No. 2022-30



June 20, 2022

Resolution No. 2022 - 30
Resolution of the Board of Directors
Marina Coast Water District
Approving a Water, Sewer, and Recycled Water Infrastructure Agreement
Between Marina Coast Water District and Seaside Peninsula Acquisition Group
for the Seaside Resort Development in Marina, CA

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), a regular meeting duly called and held on June 20, 2022, via a video conference pursuant to Governor Newsom's Executive Order N-29-20, as follows:

WHEREAS, Seaside Peninsula Acquisition Group (Developer) has coordinated with the District on their Seaside Resort development, consisting of new construction and related infrastructure, within the City of Seaside portion of the Ord Community; and,

WHEREAS, the City of Seaside has allocated a portion of its former Fort Ord water supply allocation for the Developer's use in developing the Seaside Resort development project, and,

WHEREAS, the District and the Developer are working cooperatively regarding proposed water, recycled water and sewer system improvements; and,

WHEREAS, the District and the Developer have agreed upon the proposed Water, Sewer and Recycled Water Infrastructure Agreement and desire to enter into same.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby:

1. authorize the General Manager to execute the Water, Sewer and Recycled Water Infrastructure Agreement between MCWD and Seaside Peninsula Acquisition Group, for their Seaside Resort development; and,
2. to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED June 20, 2022, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors Morton, Moore, Zefferman, Cortez, Shriner

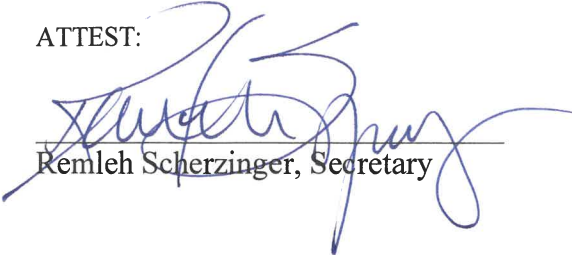
Noes: Directors None

Absent: Directors None

Abstained: Directors None

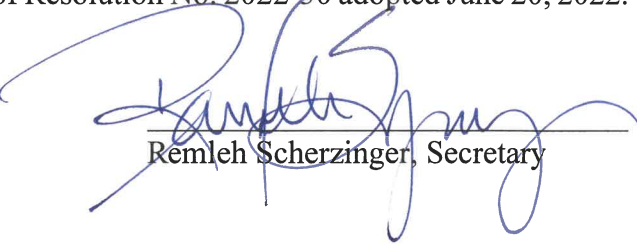

Jan Shriner, President

ATTEST:


Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2022-30 adopted June 20, 2022.


Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-J

Meeting Date: June 20, 2022

Prepared By: Brian True
Reviewed By: Patrick Breen

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2022-30 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Seaside Peninsula Acquisition Group for the Seaside Resort Development in Seaside, CA

Staff Recommendation: The Board of Directors adopt Resolution No. 2022-30 approving a Water, Sewer, and Recycled Water Infrastructure Agreement between the Marina Coast Water District and the Seaside Peninsula Acquisition Group, a Delaware limited liability company, for the Seaside Resort development project.

Background: *Strategic Element No. 2 Infrastructure – Our objective is to provide a high-quality water distribution system and an efficiently operating wastewater collection system to serve existing and future customers. Through the master planning process, our infrastructure strategy is to carefully maintain our existing systems and ensure future additions and replacements will meet District standards.*

Discussion/Analysis: The Board of Directors is requested to approve a Water, Sewer, and Recycled Water Infrastructure Agreement (hereafter referred to as the Infrastructure Agreement) between MCWD and Seaside Peninsula Acquisition Group (Developer) for the Seaside Resort development project. The attached draft Infrastructure Agreement is based upon the most recent board-approved (February 2022) format used for other development groups within the MCWD service area.

The Seaside Resort development is a fully entitled development located on former Fort Ord lands within the land use jurisdiction of the City of Seaside. Seaside Peninsula Acquisition Group is the owner and developer of the project through an agreement with the City of Seaside who retains ownership of the property itself. The Seaside Resort development consists of the new construction of the underground utilities, roadways, and other infrastructure and appurtenances for the hotel parcel and one of the “timeshare” parcels (form a total of 3 “timeshare” parcels) that represent the next phase of the master development project. The overall Seaside Resort project is depicted in Exhibit B of the included draft Infrastructure Agreement. The Seaside Resort development is located within the Bayonet and Blackhorse Golf Courses which are broadly bounded by Coe Avenue on the south, Monterey Road on the west and north, Normandy Road on the north, and General Jim Moore Boulevard to the east.

The currently proposed land-uses for the hotel and “timeshare” portions of the overall Seaside Resort that are covered by this Infrastructure Agreement consists of a 330-room resort hotel facility that includes a variety of internal uses such as a pool, restaurants, bars, a gym, shops, and a conference center. Also included in the project scope is a 38-room Villa product that is, essentially, three-and-four-bedroom suite hotel room structures (roughly 10-structures). These Villas represent the land-use for the “timeshare” parcel referenced above. Exhibit A includes a worksheet (based on MCWD Water Code Appendix C) that includes a specific break-down of all the proposed land-uses and their proposed quantities.

The Seaside Resort master development has received from the City of Seaside an allocation of 161.4-AFY of potable water (see Exhibit A of the draft Infrastructure Agreement). Of that total allocated amount, this proposed Infrastructure Agreement will designate as allocated 77.19-AFY of potable water (see the Exhibit A worksheet based on MCWD Water Code Appendix C).

In the future, recycled water will be allocated to the project by the City of Seaside and provided by MCWD as the recycled water becomes more widely available; in the meantime, the project will install publicly-owned (by MCWD) recycled water facilities that would serve this Seaside Resort site.

The new infrastructure being transferred to MCWD will be constructed within the public right-of-way, public utility easements, or within easements provided to MCWD by the Developer via the City of Seaside. The specific infrastructure proposed for the transfer includes PVC potable water pipelines, PVC recycled water pipelines (purple pipes), PVC gravity sewer pipelines, and associated sewer manholes, water valves, and other appurtenances. Some of the water, recycled water, and sewer infrastructure will connect this hotel development with infrastructure serving the development occurring along Fairway Drive (The Enclave development by Shea Homes).

Environmental Review Compliance: This Infrastructure Agreement is not a “project” under the California Environmental Quality Act (CEQA); this action is categorically exempt.

Climate Adaptation: Not applicable.

Financial Impact: _____ Yes X No

Funding Source/Recap: None

Material Included for Information/Consideration: Resolution No. 2022-30; draft Infrastructure Agreement, including Exhibits A through D.

Action Required: X Resolution _____ Motion _____ Review
(Roll call vote is required.)

Board Action

_____ Resolution No _____ Motion By _____ Seconded By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

June 20, 2022

Resolution No. 2022 - 30
Resolution of the Board of Directors
Marina Coast Water District

Approving a Water, Sewer, and Recycled Water Infrastructure Agreement
Between Marina Coast Water District and Seaside Peninsula Acquisition Group
for the Seaside Resort Development in Marina, CA

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1. authorize the General Manager to execute the Water, Sewer and Recycled Water Infrastructure Agreement between MCWD and Seaside Peninsula Acquisition Group, for their Seaside Resort development; and,
2. to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED June 20, 2022, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2022-30 adopted June 20, 2022.

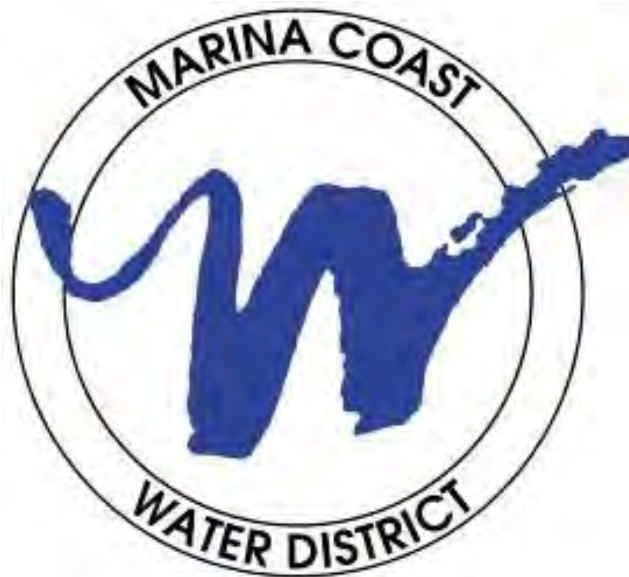
Remleh Scherzinger, Secretary

MARINA COAST WATER DISTRICT

Water, Sewer and Recycled Water Infrastructure Agreement

for

Seaside Resort (McClure Way Infrastructure Project)



WATER, SEWER AND RECYCLED WATER
INFRASTRUCTURE AGREEMENT

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Exhibits

EXHIBIT A – WATER ALLOCATION DOCUMENTATION

EXHIBIT B – LEGAL DESCRIPTION

EXHIBIT C – MAP OF DEVELOPMENT

EXHIBIT D – INDEMINIFCATION AND INSURANCE REQUIREMENTS

WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE AGREEMENT

This Agreement made and entered into this [REDACTED] Day of June 2022 ("Effective Date"), between **Marina Coast Water District**, 11 Reservation Road, Marina, CA, 93933, hereinafter called "District", and Seaside Peninsula Acquisition Group, LLC, a Delaware limited liability company, with its principal offices at 5600 Mariner Street, STE 200, Tampa, FL 33609, hereinafter called the "Developer" (collectively, the "parties") The name of the Developer's development that is the subject of this Agreement is Seaside Resort.

1. Definitions; Allocations; District's Role; Term of this Agreement.

1.1 Definitions, whenever used in this Agreement, the following terms shall have the following respective meanings:

a. "Agreement" means this Water, Sewer and Recycled Water Infrastructure Agreement as it may be amended from time to time in accordance with the terms and conditions hereof.

b. "City" means the City of Seaside/ and/or the appropriate Agency of Land Use Jurisdiction.

c. "Contractor" means any contractor with which the Developer has a direct contractual relationship to perform any work under this Agreement.

d. "Development" means that certain property located at 1 McClure Way, Seaside CA and legally described in Exhibit "B" and shown on the map at Exhibit "C."

e. "Facilities" shall mean those certain infrastructure improvements and system provided for in this Agreement and as approved by District as part of its review of the Development plans, Facilities shall include, but not be limited to, pipes, pumps, electrical and instrumentation and controls.

f. "Procedures" means the District's *Procedure Guidelines and Design Requirements*.

g. "Standards" means the District's *Standard Plans and Specifications for Construction of Domestic Water, Sewer, and Recycled Water Facilities*.

h. "Water Allocation" means the total water allocated by the City/Land Use Jurisdiction for the Development as documented in Exhibit "A" and described in Exhibits "B" and "C".

1.2 Allocation of Water Capacity for the Development. The parties hereto expressly agree that as a condition precedent for the performance of the District's obligations hereunder, Developer must provide proof, to the satisfaction of the District, that a City-approved allocation of potable water and recycled water capacities exists. In accordance with the foregoing, Developer has

provided District with the City's Resolution No. 05-44 and associated excerpts from the Agreements between the City and the Developer. The Assigned Water Use Rates published as Appendix C in the MCWD Water Code Ordinance shall be the basis for calculating the Development's water demand. Based on the Developer's current estimation of land uses and the application of Appendix C (included within Exhibit A), this specific phase of Development is allocated 77.19-AFY of potable water.

1.3 Sewer Capacity. The District provides sewer collection from customers and conveyance of those sewer flows to the Monterey One Water (M1W) Regional Interceptor System which discharges to the M1W Wastewater Treatment Plant (WWTP). If additional Capacity is required for the Development, the Developer shall purchase the capacity from the M1W at the Developer's sole expense and shall provide proof of payment for that capacity right to the District at the time the sewer infrastructure is conveyed. Furthermore, the Developer understands and agrees that nothing herein shall be construed as a representation of future sewer capacity by District.

1.4 District's Role. The District's role in the Development is to approve the plans for Facilities, inspect the construction of the Facilities, accept the transfer of the title to the Facilities, to maintain and operate the systems, and to bill customers for water, sewer and recycled water service at rates set for the District's Service Area from time to time.

1.5 Term. This Agreement commences upon the above Effective Date and shall expire (a) two (2) years thereafter or (b) upon completion by the Developer and acceptance by the District of all Facilities required by this Agreement and the expiration of the required warranty period, whichever occurs first, unless terminated sooner as provided in section 19 of this Agreement.

2. Design and Construction Requirements

2.1 The facilities shall be designed, constructed and be operable in strict accordance with the District's requirements, which shall be a condition of the District's acceptance of the system Facilities under this Agreement. The District's requirements include, but are not limited to the following:

2.1.1 Developer shall design and construct the Facilities in strict accordance with the District's most recent Procedures and Standards in effect at the time of construction, (contained in updated Procedures) and any other applicable State Regulatory Agency requirements, whichever are most stringent. Any conflict in Development requirements shall be addressed during the plan review process or at such other times as any such conflict is discovered. A licensed civil engineer registered in the State of California shall prepare and stamp all plans and specifications for the Developer.

2.1.2 The Developer shall comply with the District's most recent Procedures and the District's most recent Standards in effect at the time of construction when submitting project plans and specifications to the District for review and consideration for approval. District's review shall commence after the District determines compliance with District's Procedures regarding the submittals and any other applicable State Regulatory Agency requirements, whichever are most stringent. District review of the Development's plans and specifications shall commence after receipt of the initial deposit (see Paragraph 2.1.7).

2.1.3 The Developer shall comply with most recent District Code in effect at the time of

construction including, but not limited to, section 4.28 *Recycled Water*. The District will identify recycled water turnout location(s). The Developer will also install the lateral lines from each turnout to the point of delivery. The Developer, or its successors or assignees (such as an owner's association), will assist MCWD to obtain all required permits for the on-site use of recycled water. This shall include but is not limited to, complying with the California Department of Health Services, the State of California Regional Water Quality Control Board and other regulatory agency requirements prior to constructing any recycled water Facilities.

2.1.4 The District shall have the right to inspect the construction of the Facilities and ensure that construction and installation conforms to the Development plans and specifications. District's right to inspect extends to five (5) feet from the building exterior at the point where the utility enters the structure. The District shall also have the right to confirm that Developer is using special fixtures including zero water use urinals, hot water recirculation systems, etc., in compliance with the District's most recent rules and ordinances. The District's right to confirm compliance under this section does not in any way eliminate or supersede any inspection obligations by the City or County, including but not limited to the issuance of final occupancy permits. District will endeavor to inform the responsible City or County agency of these MCWD requirements so that the responsible agency can incorporate these items into their inspection punch list.

2.1.5 All Facilities subject to District's right of inspection shall be tested to meet District requirements. No Facilities or portion thereof will be accepted without meeting all District test requirements. The District shall have the right to inspect work in progress in the construction of either in-tract or out-of-tract water, recycled water and sewer infrastructure Facilities or special fixtures, as described above.

2.1.6 The Developer, on a phased basis, agrees to pay all fees and charges, including additional plan check fees and construction inspection fees as required by the District for the Development. These fees will be determined by the District at the time the fees are due and payable. The District may also require a prepaid fee to cover staff time before preliminary level or concept level plan check begins. (See *Procedures* section 100.6.2) If the District Engineer determines consultant assistance is required for plan check review or portion thereof, the Developer agrees to prepay the additional plan check fees if that cost exceeds the balance on the initial deposit. The District shall obtain the Developer's written approval for any costs in excess of this amount, for which approval shall not be unreasonably withheld. Upon the execution of this Agreement by both parties, the Developer shall deposit with the District the applicable administration and plan check fees. Any surplus fees shall be returned to the Developer.

2.1.7 Construction Inspection Fees. On a phased basis, the District shall require the construction inspection fee before undertaking a construction inspection review of the proposed facilities. As a condition precedent to the District's obligation to undertake a construction inspection review of the proposed facilities, the Developer shall provide to the District the construction inspection fee, which is currently five hundred dollars (\$500.00) per unit plus three percent (3%) of facilities construction costs, pursuant to Developer's Engineer's estimate. (See *Procedures* section 200.3.2)

3. Temporary Irrigation

3.1 In the event the Developer has complied with the terms of this Agreement, the Developer may specify areas of landscaping within the area covered by this Agreement to have “temporary irrigation.” A temporary irrigation network may only exist for 6-years from installation. At the end of 6-years, the temporary irrigation network will have ceased to exist (i.e. be demolished) or it will be considered a District-approved, permanent irrigation connection.

3.2 The Development’s temporary irrigation network Facilities shall be designed, constructed and be made operable, and then demolished in strict accordance with MCWD’s requirements. District’s requirements include, but are not limited to the following:

3.2.1 Developer shall design and construct the temporary irrigation network facilities in strict accordance with the below requirements, MCWD's most recent Procedures and Standards in effect at the time of construction (contained in MCWD’s Procedures, Guidelines, and Design Requirements and the MCWD Water Code), and any other applicable State Regulatory Agency requirements, whichever are most stringent. This requirement expressly includes MCWD Water Code section 4.28 *Recycled Water*. Any conflict between these requirements shall be addressed during the plan review process or at such other times as any such conflict is discovered. A licensed landscape architect registered in the State of California shall prepare all plans and specifications for the temporary irrigation networks.

3.2.2 Developer, within the design of the temporary irrigation network, shall specifically provide MCWD a clear depiction of the temporary irrigation network layout and the precise area, in acres and square feet, that will be irrigated temporarily. The connection location and all surface and subsurface features that will be demolished and removed by Developer at the end of the temporary network’s useful life shall be depicted.

3.2.4 Developer shall design the temporary irrigation networks with the piping and irrigation distribution heads above the surface of the ground. Some features may be installed in boxes below the surface, but the piping shall return to the surface in as few feet as feasible after passing through any such subsurface feature. In particular, the meter box in which MCWD will install the temporary irrigation meter shall be installed per normal MCWD standard (and thereby will be below the surface).

3.2.5 Developer shall provide, within the design of the temporary irrigation network, a demolition design detail acceptable to MCWD depicting the temporary irrigation site’s connection demolition and remaining irrigation facilities in their post-demolition condition.

3.3 District shall have the right to inspect the construction of the temporary irrigation networks facilities, verify that construction conforms to the plans, specifications and MCWD standards, witness the demolition and removal of the temporary irrigation network, and inspect the demolition and removal of the temporary irrigation network’s connection. District’s right to inspect does not in any way eliminate or supersede any inspection obligations by the State or local Land Use Jurisdiction.

3.4 As required by MCWD, all temporary irrigation networks shall be tested to meet MCWD requirements. No facilities or portion thereof will be accepted as suitable for service without meeting all MCWD test requirements. The District shall have the right to inspect work in progress in the construction of either in-tract or out-of-tract temporary irrigation networks as described

above.

3.5 Developer agrees to pay all costs-to-connect as a condition precedent to MCWD's obligation to install the meter required to serve water to the temporary irrigation network. Costs to connect for a temporary irrigation network include, but are not limited to, the meter installation fee (which includes the cost of the meter itself), a water permit fee, a backflow prevention program fee (all at the then-existing rates), and the payment of a special connection fee. These costs-to-connect are due prior the installation of water meters. The special connection fee shall be in the exact amount of the Water capacity charge that would otherwise be assessed to the identical permanent irrigation network with the magnitude of the special connection cost determined in identical fashion. District's Board of Directors reserves its right to review and revise these cost-to-connect fees and charges from time to time subject to applicable law and MCWD's approval procedures for such charges. Developer agrees to pay the costs-to-connect in effect at the time of providing services.

3.6 If the temporary irrigation network is removed to MCWD's satisfaction by the end of the third-year since meter installation (or by an earlier date), then the special connection fee shall be reimbursed to Developer in the amount of the 100% of the special connection fee. Similarly, if the temporary irrigation network is removed:

- By the end of the fourth-year since meter installation as determined in Section 3.5, then the special connection fee reimbursement to Developer shall be 75%.
- By the end of the fifth-year since meter installation as determined in Section 3.5, then the special connection fee reimbursement to Developer shall be 50%.
- By the end of the sixth-year since meter installation as determined in Section 3.5, then the special connection fee reimbursement to Developer shall be 25%.

If the temporary irrigation network remains in-service following the end of the sixth-year, then no reimbursement of special connection fees will be owed to the Developer and the temporary irrigation network may be removed (or not) at the discretion of Developer. The District will retain all special connection fees paid and will treat the so-called temporary irrigation network as a District approved, permanent irrigation connection.

4. Existing Water, Sewer and Recycled water Infrastructure/Annexation

4.1 The Developer will comply with the District's *In-Tract Policy* regarding any water, recycled water and sewer mains or appurtenances within the Development. Developer, or its successors or assignees, shall assume all responsibility, and will hold District harmless, for all infrastructures within the Development boundaries that will be modified, removed or abandoned by Developer. Abandonment-in-place requires written approval by the District. The Developer shall be solely responsible for repair, replacement and maintenance of existing District Facilities to remain within the Development boundaries during the construction of the Development, regardless of whether the Facilities are for the benefit of the Development.

4.2 Annexation. Developer acknowledges that the Development shall be annexed into the District's jurisdictional boundaries. In exchange for the District's commitments to provide the services specified herein to the Development, the Developer, and its successors and assigns, hereby irrevocably consent to the annexation of the Development to the District. The terms and conditions of this section of the Agreement supersedes interpretations of MCWD Water Code section 3.08.060.D. Developer shall cooperate in all manner with the requests of the District, the Monterey

County Local Agency Formation Commission (“LAFCO”), or any other public agency in any proceedings to annex the Development to the District. The Developer shall be responsible for preparing all studies, maps, legal descriptions, and other documents required by LAFCO in connection with the annexation process, including the efforts to comply with CEQA requirements. The Developer shall also be responsible for any engineering, legal and publication costs and all other charges which may be incurred by the District in preparing and examining maps, legal descriptions and other documents in relation thereto, and other expenses regularly incurred in connection with the annexation of the Development into the District. Expressly, the Developer shall be responsible for paying all LAFCO and State Board of Equalization fees and costs or any other fees in connection with the annexation. District, in its discretion, may require Developer to provide a deposit at the commencement of the annexation process for District’s cost reimbursements described herein. District may require Developer to replenish the deposit within thirty (30) days of written notice. The Developer shall indemnify and defend the District from all legal actions in relation to the annexation.

5. District to Serve Development

5.1 District will deliver water, recycled water and provide sewer service to the Development after final Board Acceptance of the conveyance of the facilities and final Board Acceptance of the facilities (see *Procedures* section 300.25). Thereafter, the District will bill and serve the end-user(s) directly. The Developer shall pay the prepayment of applicable meter fees and Capacity Charges, cross connection charges, and all other applicable fees and charges for service. Once the applicable fees and charges are determined and paid in full, the District will immediately begin water service with the installation of the water meter(s). The District shall provide sewer service upon installation of water meters and payment of all applicable fees. The District’s obligations in this section are subject to District’s rules, regulations, policies and ordinances, which may be updated from time to time.

6. Capacity Charge

6.1 The current Ord Community capacity charges, effective January 1, 2022, for water and sewer services are \$12,050 per EDU and \$3,100 per EDU, respectively, under Title 6 of the MCWD Water Code and which may be adjusted annually under that Title. In addition to these authorized annual adjustments, the District Board of Directors reserves its right to review and revise these charges from time to time subject to applicable law and the District’s approval procedures for such charges. The Developer shall pay the capacity charges in effect on the date that the Meter Application for any given EDU is accepted by MCWD.

7. Provision for Non-Potable Water Use

7.1 Based upon existing studies, the District does not have sufficient existing firm water supplies to meet the water demands of projected developments within the District’s service area. Therefore, improvement plans must be compatible with District’s then-in effect master recycled-water capital facilities improvement plans and anticipate the availability of a non-potable water supply to serve common area open spaces within the Development, as permitted by applicable laws and regulations.

7.2 Developer, and its successors or assignees (such as an owners association), agrees to take recycled water for non-potable use. Developer, or its successors or assignees agree that the District-established cost will be paid by the recycled water customers.

8. Non-Completion of Prior Projects and Phases

8.1 To the extent Developer has existing obligations under any other Infrastructure Agreement with District which have yet to be fulfilled, District reserves the right to refuse to provide the services specified herein until Developer completes those tasks to the satisfaction of District.

9. Licensed Contractor

9.1 The Developer, or his authorized representative (contractor, or subcontractors as the case may be) performing the work, shall be licensed under the provisions of the Business and Professions Code of the State of California to perform the specified work required for the Development. District reserves the right to waive this requirement at its sole discretion where permitted under state statute.

910.2 The Developer, or its contractor, shall be skilled and regularly engaged in the installation of water, recycled and sewer systems. The District may request evidence that the constructing party has satisfactorily installed other projects of like magnitude or comparable difficulty. Upon request, contractors must furnish evidence of their qualifications to do the work in a form suitable to the District prior to the commencement of any work on the facilities.

10. Permits, Easements, and Related Costs

10.1 Except as otherwise provided in this Agreement, the Developer shall obtain all necessary local, county and state permits (including encroachment permits) and conform to requirements thereof. Developer shall obtain all easements (excluding easements within existing public rights of way) necessary for ingress and egress to and from the facilities for the purpose of installation, operation, maintenance, replacement and removal of said facilities and for the location of the facilities. Pipeline easements shall be 20 feet in width or as otherwise agreed by the District Engineer and Developer. Easements shall be in a form approved by the District and it shall be the Developer's responsibility to have the approved easements recorded. Developer shall provide proof of recordation of the easements, in a form satisfactory to the District, prior to the District's obligation to provide any of the services contemplated by this Agreement.

11. Final Inspection and Reimbursement of District Costs

11.1 The District must inspect completed Facilities, or portion thereof. The District will not accept any facility until its Engineer has given written approval that it satisfies the District's requirements. Developer shall be responsible for all costs incurred by the District that are associated with interim and final inspection, completion, additional construction, and testing of the facilities, subject to the limitations set forth in Paragraph 2 *Design and Construction Requirements*. Developer shall reimburse District for costs to correct any damages to facilities related to the construction of the Development caused by the Developer or any authorized representative (developer's contractor). This reimbursement obligation is limited to the warranty period described in paragraph 15 *Warranties*. Developer shall remit to District prior to the conveyance of the facilities to the District, payment of all costs due and unpaid under this Agreement over and above deposits previously paid to the District. If there are surplus deposit funds or any refunds

due Developer, then District shall return to Developer the amount of such surplus or refunds upon acceptance by the District of all facilities required to be constructed under this Agreement.

12. District's Non-responsibility for Acts or Omissions of Developer, etc.; Developer Responsible for Verifying Underground Utility Lines and Surface Obstructions

12.1 The District is not responsible for and does not assume any responsibility or liability whatsoever for, acts and omissions of the Developer, Developer's contractors or any contractor's subcontractors or suppliers at any tier during the design and construction of the facilities. Any location of underground utility lines or surface obstructions given to the Developer or placed on the project drawing by District are for the Developer's convenience and must be verified by Developer in the field. The District assumes no responsibility for the sufficiency or accuracy of such information, lines, or obstructions.

13. As-Built Plans, Specifications, Values, Etc.

13.1 Developer shall, as a condition of District's acceptance of the facilities, provide to the District in accordance with Section 400.13 of the *Procedures Guidelines and Design Requirements* the following:

13.1.1 One set each of Mylar drawing prints and AutoCAD digitized files of the improvement plans, which show all of the facilities, and one hardcopy and one electronic copy of the specifications, and one hardcopy and one electronic copy of any contract documents used for the construction of the water, sewer and recycled water system facilities. Scanned and signed copies in Adobe Acrobat format are also required.

13.1.2 One hardcopy and one electronic copy of a complete, detailed statement of account, the form and content to be provided by the District at the time of conveyance, of the amounts expended for the installation and construction of the facilities, with values applicable to the various components thereof, together with a list of any other materials and equipment (and their values) being transferred.

13.1.3 Any other documents required by Section 400.13 of the *Procedures Guidelines and Design Requirements*.

14. Indemnity, Insurance, and Sureties

14.1 Indemnity and Insurance - The Developer agrees to have every Contractor performing work on the Facilities fully comply with the all of the requirements in Exhibit D. To the extent that any indemnity or insurance coverage provided by any such Contractor does not fully indemnify the District for any and all claims as defined in Exhibit D, Developer agrees to indemnify, hold harmless, and defend the District, its directors, officers, employees, representatives, and authorized volunteers. Coverages required by Exhibit D shall be maintained throughout the term of this Agreement. Every Contractor shall file with the District prior to the commencement of any work under this Agreement, and as policy renewals occur, Certificates of Insurance evidencing that the insurance coverages required herein have been obtained and are currently in full force and effect.

14.2 Performance and Payment Surety - Developer or its Contractor, as the case may be, shall furnish the District with a surety to secure the completion of and payment for the facilities. The

amount of the performance surety shall not be less than 100% of the District's estimate of the total cost to construct all of the facilities required under this Agreement. The amount of the payment surety shall not be less than 100% of the District's estimate of the total cost to construct all of the Facilities required under this Agreement. The surety instrument shall be in a form satisfactory to the District such as a performance and payment bond, irrevocable letter of credit, cash deposit, or irrevocable construction "set-aside" letter. Such surety may include evidence that it was submitted to another public agency of an equivalent or greater amount covering the work to be done under this Agreement. Each surety must be authorized in the State of California to issue the surety instrument provided. All surety instruments signed by an agent must be accompanied by a certified copy of the agent's authority to act.

14.3 Developer shall furnish the District with a Warranty bond or other surety instrument satisfactory to the District in the amount equal to twenty percent (20%) of the actual construction costs to secure the Developer's performance under Section 15, Warranties.

14.4 Submittal of Insurance Certificates and Surety - The required insurance certificates shall be delivered prior to commencement of construction. The required performance and payment surety shall be delivered to the District prior to District approval of plans and specifications. No work may be commenced under this Agreement unless and until all required insurance certificates and performance and payment sureties are submitted to and approved by the District. The Warranty surety shall be provided prior to the District's acceptance of the facilities and shall remain in effect for the duration specified in Section 15.1.

14.5 The performance surety shall remain in effect until final acceptance of the facilities by the District in accordance with Section 13.1. The payment surety shall remain in effect until the last of the following occur: (i) the statutory time has expired to commence a legal action on the payment surety and no legal action was filed, (ii) satisfaction of all judgments against the payment surety, and (iii) as otherwise provided by law. The warranty surety shall remain in effect until all warranties under this Agreement have expired.

15. Transfer of System Facilities to District after Completion

15.1 Developer shall execute and obtain all signatures of all other parties having any interest (including any Deed of Trust) and deliver a conveyance satisfactory in form and content to District. This conveyance shall transfer unencumbered ownership of all facilities required by this Agreement to the District together with all real property, interests in real property, easements and rights-of-ways (including any off-site easements or real property) other than those contained in public rights of way, and all overlying and other underground water rights that are a part of, appurtenant to, or belonging to the Development now or hereafter served by the water, sewer and recycled water system facilities that are necessary or appropriate in the opinion of the District for the ownership and operation of the facilities. Provided all conditions set forth in this Agreement are satisfied, the District shall accept the conveyance. All costs of construction of the facilities, for which the Developer is responsible, shall have been paid for by Developer, the time for release of the payment surety under Section 12.5 shall have expired (or Developer shall provide other security acceptable to the District), and the title to all of the facilities and the interests in real property transferred shall be good, clear and marketable title, free and clear of all encumbrances, liens or charges. Developer shall pay costs of any title insurance deemed necessary by the District and is reasonable and customary for the insured transaction type. All construction, including final inspection punch list items must be completed prior to transfer, and the transfer shall not be completed until the conveyance transferring the water, sewer and recycled water system facilities

has been formally accepted by the District. After transfer, the District shall own and be free in every respect to operate and manage the facilities and to expand or improve, or interconnect the facilities with other adjacent facilities, as the District deems appropriate in its sole discretion.

16. Developer Assistance

16.1 Developer shall, secure and provide any information or data reasonably needed by District to take over the ownership, operation and maintenance of the facilities. This obligation shall extend to one year after transfer of the Facilities.

17. Warranties

17.1 Developer hereby warrants that as of the time of the District's acceptance of the conveyance of the facilities (or when Developer thereafter completes the installation of any works or components subsequently installed, repaired, or replaced) the Facilities and all components thereof, will be in satisfactory working order and quality and free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier; and that the facilities and all components thereof have been constructed and installed in compliance with all approved specifications and as-built plans being provided to the District, and in accordance with applicable requirements of the District and any other governmental agency having jurisdiction. Developer also warrants that as of the time of the District's acceptance of the conveyance of the facilities (or when Developer thereafter completes the installation of any works or components subsequently installed, repaired, or replaced) the Facilities will operate in good and sufficient manner for the purposes intended for (a) one (1) year after the latter of (i) the date of acceptance, (ii) the expiration of all lien enforcement periods, or (iii) proof of conveyance of Facilities, or (b) 180-days from the date new Facilities are subsequently re-installed, repaired, or replaced and inspected and accepted by the District (hereafter *replacement facilities*), whichever of (a) or (b) occurs last. The Developer shall remedy at the Developer's expense any failure to conform with any applicable requirement of the District, by any Contractor or any subcontractor or supplier at any tier, or any defect. If the Developer fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice by the District or any other person or entity, the District shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Developer's expense and the Developer shall indemnify District for all such costs (including District's own labor costs) incurred.

17.2 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Agreement, the Contractor shall:

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the District;

and

- (3) Enforce all warranties for the benefit of the District, if directed by the District.

In the event any warranty under this section has expired, the District may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

17.3 This Section 15 shall not limit the District's rights under the law with respect to latent defects, gross mistakes, or fraud.

18. No Water, Recycled Water and Sewer Service Prior to Completion and

Transfer

18.1 The Developer shall not allow any occupant or person to commence operations or use of any part of the Facilities without the express written consent of the District. District may impose conditions or restrictions upon any consent to such prior service, such as posting a surety bond. District recognizes that the Development, and hence the Facilities, may be built, accepted and transferred in multiple phases. Notwithstanding any of the foregoing, Developer may use the Facilities before they are accepted for fire protection and construction purposes in all phases, subject to satisfaction of applicable testing.

19. Performance

19.1 Developer agrees to promptly design and construct the Facilities and, transfer the same to the District in accordance with the terms of this Agreement. If construction of the facilities have not been completed and accepted by District within twenty four (24) months from the date of execution of this Agreement (such date may be extended for delays beyond Developer's control and without the fault or negligence of the Developer or any Contractor or subcontractor or supplier at any tier, but in no event shall such delay exceed twelve (12) additional months), the District shall have the option to terminate this Agreement. If construction on any phase is not complete within twenty-four months or as extended as provided above, then an Amendment to this Agreement will be necessary to address each such phase, which shall incorporate the policies, fees and charges of the District then in effect as of the effective date of said Amendment. Subsequent phases also may at District's discretion be addressed by Amendment(s) to this Agreement.

19.2 Responsibility for Work - Until the completion and final acceptance by the District of all the work under and implied by this Agreement, the Developer will require the work to be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

20. Assignment

20.1 Neither party may assign their rights or obligations under this Agreement within its term without the written consent of the other party.

20.2 Provisions of water delivery, recycled water delivery, and sewer service will be deemed assigned to each property owner upon acquisition of his/her commercial and/or residential unit in the Development. Upon assignment, the Developer's responsibilities relating to recycled water facilities, use and approvals will become the assignee's responsibility. This provision will cease to have any effect when the District accepts title to the water facilities, or the Agreement is terminated.

21. Dispute Resolution Procedure

21.1 Disputes arising under this Agreement shall be resolved as provided in this section.

21.2 Prevention of Disputes/Meet and confer - The parties agree that they share an interest in preventing misunderstandings that could become claims against one another under this agreement. The parties agree to attempt to identify and discuss in advance any areas of potential misunderstanding that could lead to a dispute. If either party identifies an issue of disagreement, the parties agree to engage in a face-to-face discussion of the matter within three (3) calendar days of the initial request. If the dispute cannot be negotiated between the parties, the matter shall first

be brought to the attention of the District's Board of Directors at the first available regularly scheduled Board Meeting. As a contract dispute, the matter shall be considered by the District Board of Directors in closed session under the Brown Act without the Developer or Contractor in attendance. If any disagreement remains unresolved for ten (10) days after consideration by the District Board of Directors, the parties agree to submit it to mediation as provided in Section 19.3 below.

21.3 Mediation - Either party may demand, and shall be entitled to, mediation of any dispute arising under this agreement at any time after completing the meet and confer process described in subsection 19.2. Mediation shall commence not more than ten (10) days after the initial mediation demand and must be concluded not more than thirty (30) days after the date of the first mediation demand. If mediation is not concluded within that time, then either party may demand arbitration as set forth in Section 19.4.

Mediation shall be submitted first to a mediator with at least ten years' experience with the issues in dispute. The mediator shall be selected by mutual agreement of the parties. Failing such mutual agreement, a mediator shall be selected by the presiding judge of the Monterey County Superior Court. In the interest of promoting resolution of the dispute, nothing said, done or produced by either party at the mediation may be discussed or repeated outside of the mediation or offered as evidence in any subsequent proceeding. The parties acknowledge the confidentiality of mediation as required by Evidence Code 1152.5.

No mediator shall submit, and no arbitrator or court shall consider, any mediator recommendations, declarations, or findings unless the parties give their written consent to the proposed mediator statement.

21.4 Arbitration - If mediation fails to resolve the dispute, the parties shall select an arbitrator by mutual agreement. Failing such agreement, the arbitrator shall be selected by the Presiding Judge of the Superior Court. The decision of the arbitrator shall be final and not subject to judicial litigation.

Arbitration shall be commenced within thirty (30) days of the arbitration demand and concluded within 60 days of arbitration demand.

Arbitration shall follow the so-called "baseball arbitration" rule in which the arbitrator is required to select an award from among the final offers presented by the contending parties. The arbitrator may not render an award that compromises between the final offers.

Unless the arbitrator selects another set of rules, the arbitration shall be conducted under the J.A.M.S. Endispute Streamlined Arbitration Rules and Procedures, but not necessarily under the auspices of J.A.M.S. Upon mutual agreement, the parties may agree to arbitrate under an alternative scheme or statute. The Arbitrator may award damages according to proof. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction.

NOTICE: IN AGREEING TO THE FOREGOING PROVISION, YOU ARE WAIVING YOUR RIGHT TO HAVE YOUR RIGHTS UNDER THIS AGREEMENT TRIED IN A COURT OF LAW OR EQUITY. THAT MEANS YOU ARE GIVING UP

YOUR RIGHT TO TRIAL BY JUDGE OR JURY. YOU ARE ALSO GIVING UP YOUR RIGHT TO DISCOVERY AND APPEAL EXCEPT AS PROVIDED IN THE ARBITRATION RULES. IF YOU REFUSE TO ARBITRATE YOUR DISPUTE AFTER A PROPER DEMAND FOR ARBITRATION HAS BEEN MADE, YOU CAN BE FORCED TO ARBITRATE OR HAVE AN AWARD ENTERED AGAINST YOU BY DEFAULT. YOUR AGREEMENT TO ARBITRATE IS VOLUNTARY.

BY INITIALING THIS PROVISION BELOW, THE PARTIES AFFIRM THAT THEY HAVE READ AND UNDERSTOOD THE FOREGOING ARBITRATION PROVISIONS AND AGREE TO SUBMIT ANY DISPUTES UNDER THIS AGREEMENT TO NEUTRAL BINDING ARBITRATION AS PROVIDED IN THIS AGREEMENT.

MCWD's INITIALS _____

SPAG's: INITIALS _____

22. Waiver of Rights

22.1 Waiver. No waiver of any breach or default by either party shall be considered to be a waiver of any other breach or default. The waiver by any party for the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act to be performed at a later time. None of the covenants or other provisions in this Agreement can be waived except by written consent of the waiving party.

23. Notices

23.1 All notices, demands, or other communications, which this Agreement contemplates or authorizes, shall be in writing and shall be personally delivered, or mailed by certified mail, return receipt requested, or delivered by reliable overnight courier, to the respective party as follows:

To District: Marina Coast Water District
Attn: General Manager
11 Reservation Road
Marina, California 93933

To Developer: Seaside Peninsula Acquisition Group, LLC
Attn: Gregory Ogle
5600 Mariner Street, STE 200
Tampa, FL 33609
greg@kdgcap.com
(813) 541-9665

23.2 The address to which notice may be sent may be changed by written notification of each party to the other as above provided.

24. Severability

24.1 If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement. Stricken provisions shall not affect the legality, enforceability, or validity of the remainder of this Agreement so long as the stricken provision is

replaced with a legal, enforceable and valid provision that conforms with the allocation of benefits and burdens to the respective parties and intent of the parties as expressed herein.

25. Paragraph Headings

25.1 Paragraph headings are for convenience only and are not to be construed as limiting or amplifying the terms of this Agreement in any way.

26. Successors and Assignees

26.1 This Agreement shall be binding on and benefit the assignees or successors to this Agreement in the same manner as the original parties hereto.

27. Integrated Agreement

27.1 This Agreement integrates and supersedes all prior and contemporaneous Agreements and understandings concerning the subject matter herein. This Agreement constitutes the sole agreement of the parties and correctly sets forth the rights, duties and obligations of each to the others. Future amendments must be in writing signed by the parties. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

28. Negotiated Agreement

28.1 This Agreement has been arrived at through negotiation between the parties. Neither party is deemed the party that prepared the Agreement within the meaning of Civil Code Section 1654.

29. Attorneys' Fees

29.1 If arbitration or suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of costs of suit, and not as damages, a reasonable attorneys' fee to be fixed by the arbitrator or Court, in addition to any other relief granted. The "prevailing party" shall be the party entitled to recover costs of suit, whether or not the suit proceeds to arbitrator's award or judgment. A party not entitled to recover costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of an award or judgment for purposes of determining whether a party is entitled to recover costs or attorneys' fees.

29.2 If either party initiates litigation without first participating in good faith in the alternative forms of dispute resolution specified in this Agreement, that party shall not be entitled to recover any amount as attorneys' fees or costs of suit even if such entitlement is established by statute.

30. Exhibits

30.1 All exhibits referred to in this Agreement and attached to this Agreement are incorporated in this Agreement by reference.

31. Disclaimer/Indemnity Regarding Public Works

31.1 District has not determined whether the project would be considered a "Public Works" project for the purposes of California law, and makes no warranties or representations to Developer about whether the project would be considered a "Public Works" project. Developer is aware that

if the project is considered a “Public Works” project, then Developer would have to pay “prevailing wages” under California Labor Code section 1771. If Developer fails to pay such prevailing wages, Developer acknowledges that it will be liable to, among other things, pay any shortfall owed as well as any penalties that might be assessed for failure to comply with the law. If Developer does not pay prevailing wages, and an action or proceeding of any kind or nature is brought against the District based on such failure, Developer will defend and indemnify District in the action or proceeding. District agrees to reasonably cooperate and assist Developer in any the defense of any such action.

32. No Third-Party Beneficiaries

32.1 There are no intended third-party beneficiaries to this Agreement.

33. Compliance with Laws

33.1 Developer will comply with all laws, rules and regulations in carrying out its obligations under this Agreement.

34. Counterparts

34.1 This Agreement may be executed in counterparts, and each fully executed counterpart shall be deemed an original document.

By: DEVELOPER,

Seaside Peninsula Acquisition Group, LLC
By: SKDG Investments, LLC, its Manager
By: Gregory T. Ogle, its Manager

By DISTRICT

Remleh Scherzinger, General Manager
Marina Coast Water District

EXHIBIT A

WATER ALLOCATION DOCUMENTATION

EXHIBIT A
CITY RESOLUTION 05-44

CITY COUNCIL OF THE CITY OF SEASIDE

RESOLUTION NO. 05-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, APPROVING VESTING TENTATIVE SUBDIVISION MAP TM-01-03, USE PERMIT UP-01-21 (RESIDENTIAL COMPONENT), USE PERMIT UP 01-20 (TIMESHARE COMPONENT), SITE PLAN REVIEW SPR-01-03 (HOTEL COMPONENT), DESIGN REVIEW BAR-01-27, USE PERMIT UP-04-22 (ON-SALE ALCOHOLIC BEVERAGES), A MITIGATION MONITORING AND REPORTING PROGRAM, AND MAKING FINDINGS AND IMPOSING CONDITIONS IN CONNECTION WITH SUCH APPROVALS

Recitals of Fact:

A. WHEREAS, on February 17, 2000, the City of Seaside (the "City") entered into the "Exclusive Negotiating Rights Agreement for Golf Course Resort Site" ("the ENRA") with Seaside Resort Development, LLC (the "Applicant") with respect to the development of a resort project, including hotel, timeshare and residential components (the "Project"), on approximately 84.88 acres of land (the "Property") within the parcel upon which the Bayonet and Black Horse golf courses are located, which parcel is also known as Assessor's Parcel Number 031-051-005; and

B. WHEREAS, on August 17, 2001 the Applicant completed preliminary project designs and submitted applications to the City for a Vesting Tentative Subdivision Map, a Use Permit for residential lots, a Use Permit for timeshare units, Site Plan Review for the hotel, Design Review and a Statutory Development Agreement, and supporting technical documents for the Project (the "Applications"); and

C. WHEREAS, the City determined that such applications were complete pursuant to Government Code Section 65920 et seq.; and

D. WHEREAS, on August 4, 2004, the Applicant submitted an application for a conditional use permit for on-sale alcoholic beverages; and

E. WHEREAS, the U.S. Army prepared the Fort Ord Disposal and Reuse Final Environmental Impact Statement (June 1993) and the Fort Ord Disposal and Reuse Draft Supplemental Environmental Impact Statement (December 1995), relating to the disposal and reuse of the Fort Ord military base, including the Property, and which evaluated environmental issues related to Fort Ord base closure actions; and

F. WHEREAS, the U.S. Army caused to be prepared the Installation-Wide Multispecies Habitat Management Plan (the "HMP") for the Former Fort Ord, California, dated April 1997, to provide mitigation for certain impacts to biological resources due to the U.S. Army's decision to close and dispose of the Fort Ord military base; and

Project identified in the Final EIR, the record of proceedings, **Exhibit A** to this Resolution, the contents of which are incorporated herein by this reference. The City Council further finds that each overriding benefit is severable from any other consideration should one or more consideration be shown or determined to be legally insufficient for any reason.

9. The City Council declares that it has been provided with and reviewed substantial evidence in the record to support the findings for project consideration incorporated herein by reference (the "Findings"), which evidence includes, but is not limited to, the Application, Notices of Preparation, Notices of Completion, Comments on the Notices of Preparation, the Reuse Plan, the Reuse EIR, the Redevelopment Plan, the Implementation Plan, the HMP, the HCP, the IA, the FEIR, the U.S. Army Fort Ord Disposal and Reuse Final EIR and Supplemental Final EIR, the FORA Master Resolution, the staff report for the Project and written and oral testimony (collectively, the "Record of Proceedings"), and hereby provides notification that the entire Record of Proceedings is on file with Joyce E. Newsome, Clerk of the City, at City Hall, 440 Harcourt Avenue, Seaside, CA 93955.

10. The City Council hereby adopts each of the mitigation measures set forth in the Final EIR and listed in **Exhibit B** of this Resolution. The City Council incorporates these mitigation measures into the Project. The City Council recognizes that Public Resources Code Section 21081.6 requires the adoption of a reporting or monitoring program designed to ensure compliance with the mitigation measures during Project implementation. The City Council finds that the Mitigation Monitoring and Reporting Program prepared for the Project, which is attached hereto as **Exhibit B** to this Resolution, is fully adequate to meet the requirements of Public Resources Code Section 21081.6 and will ensure compliance with the mitigation measures identified in the Final EIR and listed in **Exhibit B** during Project implementation. Based on these findings, the City Council hereby approves and adopts the Mitigation Monitoring and Reporting Program attached hereto as **Exhibit B**. The City Council further finds that the modifications to the mitigation measures that have been made since circulation of the Revised Draft EIR do not constitute the addition of new significant information to the EIR within the meaning of State CEQA Guidelines Section 15088.1.

11. The City Council approves the dedication to the Project, from the City's Fort Ord water allocation, sufficient potable water for the Project amounting to 161.4 acre feet per year ("AFY"), 16.8 AFY of which is intended for landscaping irrigation purposes. The assumptions used to develop the above water allocation amounts are described in more detail in the DEIR and RDEIR. Further, the City council hereby authorizes the Marina Coast Water District to provide water service to the Project.

12. The City Council hereby finds, based on the facts, evidence and findings contained in Exhibit C to this Resolution, that the project, as conditioned, is consistent with the Development Entitlement Consistency requirements of Section 8.02.030 of the FORA Master Resolution because the intensity and density of project uses are consistent with the Seaside General Plan and Zoning Ordinance, the applicable legislative land use documents of the City governing uses at the project site, which documents have been determined by FORA to be consistent with the Fort Ord Reuse Plan. The City Council further finds that the project conditions provide for performance and funding of Reuse Plan and Master Resolution programs

PASSED AND ADOPTED at a special joint meeting of the City Council of the City of Seaside/Redevelopment Agency of the City of Seaside on the 7th day of July 2005, by the following vote:

AYES:	COUNCILMEMBERS: Choates, Jordan, Mancini, Bloomer, Rubio
NOES:	COUNCILMEMBERS: None
ABSENT:	COUNCILMEMBERS: None
ABSTAIN:	COUNCILMEMBERS: None

APPROVED:


Ralph Rubio, Mayor
City of Seaside

ATTEST:

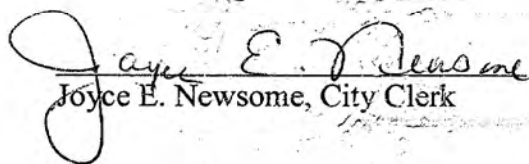

Joyce E. Newsome, City Clerk

EXHIBIT A2
EXCERPT FROM REVISED DRAFT EIR



Planning for Success.

REVISED
DRAFT ENVIRONMENTAL IMPACT REPORT

SEASIDE RESORT

Subsequent to the Fort Ord Reuse Plan EIR

State Clearinghouse Number 2001101059

PREPARED FOR
City of Seaside Community Development Department

May 2004

EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

301 Lighthouse Avenue Suite C Monterey California 93940 Tel 831-649-1799 Fax 831-649-8399
www.emcplanning.com

Packet Page 199

SEASIDE RESORT

Revised Draft Environmental Impact Report
Subsequent to the Fort Ord Reuse Plan EIR
State Clearinghouse Number 2001101059

PREPARED FOR

City of Seaside Community Development Department
Mr. Lou Dell'Angela, Community Development Director
440 Harcourt Avenue
Seaside, CA 93955
Tel 831.899.6220
Fax 831.899.6211

PREPARED BY

EMC Planning Group Inc
301 Lighthouse Avenue Suite C
Monterey, CA 93940
Tel 831.649.1799
Fax 831.649.8399
contactus@emcplanning.com
www.emcplanning.com

May 2004

2.0 Environmental Setting, Analysis, and Mitigation Measures

2.1 Water Supply

Focus of Revisions

Although significant changes had occurred with respect to the water supply setting, the City determined that the changes did not result in new significant adverse environmental effects or more severe adverse environmental effects. However, because water supply at the former Fort Ord and throughout Monterey County is an important issue, and new information is now available regarding water supply, the City determined that inclusion of this new information would be appropriate. Therefore, this section of the Revised Draft EIR presents updated information on the water supply for the Project.

Water Supply Allocation

Through an agreement between the Monterey County Water Resources Agency (MCWRA) and the U.S. Army, and now transferred to the Marina Coast Water District (MCWD), 6,600 acre-feet of water per year is available from the Salinas Valley Groundwater Basin for uses on the former Fort Ord, provided that such provisions of water do not aggravate or accelerate the existing seawater intrusion in the Salinas Valley Groundwater Basin. The City of Seaside has an allocation totaling 748 acre-feet of this water for projects within its city limits at the former Fort Ord. [Table 1](#) provides a summary of the City's water supply allocation. Seaside's allocation was initially set at 710 acre-feet, but was modified in 2002 to 748 to reflect additional water previously allocated by the Army directly to the Brostrom mobile home area, which is located within Seaside (MCWD October 23, 2002 comment letter on the Draft EIR).

Although it does not figure into the City's allocations as shown in [Table 1](#), the City also has the potential to "borrow" an additional 150 acre-feet per year of water from FORA until an augmented supply is available to replace the borrowed water (March 1, 2004 letter from Michael J. Houlemard Jr. to Michael Armstrong). The City has not borrowed any water from FORA at this time. Water from the City's Fort Ord allocation is allocated by the City to developments on a first-come first-served basis. Allocations were made by Congress to the SunBay Apartments and Brostrom mobile home area that are within the City of Seaside, and these, along with allocations already made by the City, must be subtracted from the City's allocation when determining the available water. The Seaside Highlands (redevelopment of the Hayes Housing area) and The First Tee projects were recently approved by the City and have been allocated water.

TABLE 1

City of Seaside Fort Ord Water Allocation

Land Use	Quantity	Balance
City Water Allocation		
Original allocation	710.00	
Brostrum allocation	38.00	
Subtotal:		748.00
Existing Land Uses – 2003		
MPUSD except Chartwell School	(110.00)	
SunBay Apartments	(66.00)	
Brostrom	(65.00)	
Seaside Highlands	(10.00)	
Subtotal:	(251.00)	497.00
Prior Army Commitments to Seaside Land Uses		
SunBay Apartments	(32.00)	
Brostrom	(19.83)	
Subtotal:	(51.83)	445.17
Approved Projects		
Seaside Highlands homes (adjusted for existing use above)	(115.40)	
Chartwell School buildings (in process)	(0.44)	
Monterey College of Law	(2.57)	
Seaside Highlands irrigation including Soper Field	(10.00)	
The First Tee buildings	(3.50)	
The First Tee irrigation	(106.43)	
Chartwell School irrigation (in process)	(5.00)	
Subtotal:	(243.34)	201.83
Pending Projects		
Seaside resort hotel component	(69.30)	
Seaside resort timeshare component	(34.00)	
Seaside resort residential component	(41.30)	
Seaside resort landscaping	(16.80)	
Seaside resort affordable housing at SunBay apartments	(22.00)	
Seaside affordable housing	(6.26)	
Subtotal:	(189.66)	12.17

- Notes:
- 1) City allocation is FORA allocation as amended to include Brostrom
 - 2) Existing use is MCWD 2003 meter records per M. Armstrong March 8, 2004 telcon
 - 3) Approved & pending projects based on project EIRs or best available water use factors
 - 4) Prior commitments based on Army grants and FORA/Brostrom 2001 agreement
 - 5) SunBay units projected at 0.22/unit based on existing 297-unit SunBay usage
 - 6) Brostrom units projected at 0.21/unit based on FORA/Brostrom agreement
 - 7) Seaside resort affordable housing is an anticipated condition of approval of the Project.

Source: City of Seaside

Project Analysis

Water Demand

The Project would increase withdrawals of water from the Salinas Valley Groundwater Basin. The water allocated for use at the project would come from Seaside's 748 acre-foot allocation, which is part of the 6,600 acre-foot allocation to the former Fort Ord. Although the water to be used is from an existing allocation, it is not currently being pumped, so the Project would result in an increase in pumping from the Salinas Valley Groundwater Basin. The Project would not use water from the Seaside Groundwater Basin, so it would not increase demand for water from that basin. No changes in the Project's water demand have occurred since circulation of the Draft EIR.

Projected water use is summarized in [Table 2](#).

TABLE 2

Projected Water Use

Project Component	Use Rate per Unit or Acre	Total Projected Water Use
Residential (125 units)	0.33 acre-feet per year	41.3 acre-feet per year
Hotel (330 units)	0.21 acre-feet per year	69.3 acre-feet per year
Timeshare (170 units)	0.20 acre-feet per year	34.0 acre-feet per year
Landscaping (8.4 acres)	2.0 acre-feet per year	16.8 acre-feet per year
Total Projected Water Use		161.4 acre-feet per year

Note: These are estimates of water use; actual water use will be measured by metering.

Source: FORA, MCWD, MPWMD

The City of Seaside has adequate water remaining from its allocation of 748 acre-feet to supply the Project. However, the remaining water allocation is not sufficient to provide water to all of the future development planned for the Fort Ord portion of Seaside. Development within the Seaside portion of the former Fort Ord beyond that supplied by

the current allocation is dependent upon an augmented water supply. MCWD regulations require that water used for irrigation of commercial landscape areas be from a recycled water supply if a recycled supply is available (or becomes available) adjacent to the property. Project plans provide for the use of recycled wastewater for irrigation when a supply of recycled water becomes available and the City has indicated to the applicant that it will require conversion as a condition of project approval.

Impacts and Mitigation Measures

No new water supply impacts were identified in this Revised Draft EIR.

2.2 Traffic

Focus of Revisions

A traffic impact analysis (TIA) was prepared for the Project by Higgins Associates in July 2001. Draft EIR Section 2.12 Transportation presented traffic analysis based on that TIA. An updated TIA was prepared by Fehr and Peers Associates in May 2004. The text and figures are provided in Appendix A. The full traffic report can be reviewed at the City of Seaside Community Development Department. The updated TIA included new traffic counts; an updated cumulative projects list; recent changes in the road network; and utilized a new regional traffic model, the 2000 Highway Capacity Manual methodologies, and Synchro analysis. The May 2004 TIA considered general plan build out with and without the new State Highway 1 interchange that had been part of the State Highway 1 Project Study Report (PSR).

This revised traffic section focuses on the level of service calculations for project vicinity intersections and highway segments.

Because the new information regarding traffic concerns only the level of service calculations, only that portion of the transportation section of the Draft EIR is being revised. Other transportation issues addressed in the Draft EIR (transit, bicycle, pedestrian, parking) have not been affected by changes to the project setting or updated analysis. Since the setting and analysis for these transportation issues has not changed, revision of those portions of the transportation section is not necessary. Refer to the Draft EIR for a discussion of the setting, analysis, and impacts related to these.

Circulation Policies

The Draft *Seaside General Plan* policy for level of service remained at LOS C, although the exceptions, which were not clearly set forth in the *1995 Seaside General Plan* (as studied in the Draft EIR), are spelled out in detail in the Draft *Seaside General Plan*. These standards are summarized in the Standards of Significance section of this Revised EIR. The Draft *Seaside General Plan* lists criteria with which exceptions to the LOS C

EXHIBIT A3
EXCERPT FROM DDA

SECOND AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT

by and between the

CITY OF SEASIDE

and

CYPRESS SEASIDE, LLC,
an Arizona limited liability company

same through the City's ordinary processes and procedures in accordance with applicable state and municipal Law.

3.7 Schedule of Performance. Developer shall comply with the Schedule of Performance attached hereto as Attachment 3.

ARTICLE 4. WATER ALLOCATION

Background

On July 7, 2005, the City adopted Resolution 05-44, which, at paragraph 11 thereof, provides:

"The City Council approves the dedication to the Project, from the City's Fort Ord water allocation, sufficient potable water for the Project amounting to 161.4 acre feet per year ("AFY"), 16.8 AFY of which is intended for landscaping irrigation purposes. The assumptions used to develop the above water allocation amounts are described in more detail in the DEIR and RDEIR. Further, the City council hereby authorizes the Marina Coast Water District to provide water service to the Project."

The City's dedication of 161.4 acre-feet of the City's FORA allocation to the Project comes from the water allocation established for the City by FORA for water service by Marina Coast Water District ("MCWD") to new water demands within the City's jurisdiction on the former Fort Ord. The allocations stem from limits to groundwater production agreed to by the United States Army in conjunction with annexing the area of the former Fort Ord into Zones 2 and 2A of the Monterey County Water Resources Agency, pursuant to an agreement titled "Agreement between the United States of America and the Monterey County Water Resources Agency concerning Annexation of Fort Ord into Zones 2 and 2A of the Monterey County Water Resources Agency, Agreement No. A-06404," dated September 21, 1993. Under this agreement, the MCWD, as successor to the United States, may withdraw up to 6,600 acre-feet per year of groundwater from the Salinas Valley Groundwater Basin for use in the District's Ord Community service area.

The 161.4 acre-feet were originally designated 41.3 AFY for the Residential Component, 69.3 AFY for the Hotel Component, 34 AFY for the Timeshare Component, and 16.8 AFY for landscaping (of which landscaping allocation 6.2 AFY were designated for the Hotel Component).

On December 10, 2014, the City's Planning Commission approved Resolution 14-15. Among other things, the resolution provided that "the combined development on the Hotel Parcel and Timeshare Parcels shall remain within substantial conformance of the water allocation in the certified Seaside Resort EIR. Use calculations shall be based on water consumption factors of 0.17 acre-feet per year for hotel rooms, 0.17 acre-feet per year for timeshare, fractional or interval units, and 0.25 acre-feet per year for condominiums and other like uses."

Water Re-allocation to City

If Developer fails to meet any of the hotel-related deadlines in the Schedule of Performance (Attachment No. 3; Items 4 through 10) and the City exercises its right to repurchase the Hotel Phase Land under Section 6.1.2 below, in order to provide the City adequate water for a 330 room hotel, then 60.8 AFY (being 330 hotel rooms multiplied by 0.17 AFY plus 4.7 AFY) and landscaping for the Hotel site of 6.2 AFY shall be automatically re-allocated to the City and dedicated to such uses on the Hotel Phase Land or other uses within the City as the City deems appropriate in its sole and absolute discretion.

Consistent with the DEIR, Developer shall be limited to 41.3 AFY for the Residential Component (125 units) of the Project.

ARTICLE 5. DISPOSITION OF THE PROPERTY; CONDITIONS TO CLOSE OF ESCROW

5.1 Sale of the Property by the City to the Developer; Closing Deadline. The City hereby agrees to sell the Property to Developer, and Developer hereby agrees to buy the Property, subject to the terms and conditions hereinafter set forth. Unless otherwise agreed by the Parties in their respective sole discretion, Close of Escrow shall occur on or before the Closing Deadline.

5.2 Conditions Precedent to Purchase and Sale. The following are conditions precedent to the City's sale of the Property to the Developer:

(i) the sale complies with the California Subdivision Map Act (i.e., each Phase or portion thereof being acquired must constitute, a separate, legally subdivided parcel); this condition precedent is intended by the parties to comply with Section 66499.30 of the Subdivision Map Act and the decision in Black Hills Investments Inc. v. Albertson's, Inc. [2007] 146 CQA4th 883; this condition precedent cannot be waived by either party;

(ii) the absence of an uncured default by Developer under this Agreement for which City has sent Developer a default notice; and

(iii) the execution and delivery to the City, at or prior to Close of Escrow, of the Residential Phase Deed of Trust and an environmental indemnity agreement in the form of Attachments No. 8 and 9, and the recordation of such Deed of Trust in the Official Records at Close of Escrow.

It is a condition to the Developer's obligation to purchase the Property that there be no uncured default by City under this Agreement for which Developer has sent City a default notice.

5.3 Title. It is a condition in favor of Developer to Close of Escrow that the Title Company be committed to issue to Developer a CLTA Standard Coverage Policy of Title Insurance (the "Developer Title Policy") in the amount of the purchase price for the Property, showing the title to the property vested in Developer, subject to the Memorandum of DDA, the Residential Phase Deed of Trust (with respect to the Residential Component only), any applicable REA or CC&R's, and all title exceptions in the existing preliminary report issued by the Title Company under Order No. 2714-271493030A. Developer shall have the right to receive ALTA coverage as a condition to the closing of each Phase, but Developer shall be

DEVELOPER:

CYPRESS SEASIDE, LLC,
an Arizona limited liability company

By: Southwest Holdings Ltd., an Arizona corporation, its
co-managing member

By: 
Print Name: David Goldstein
Title: V.P.

By: Cornerstone Capital Management Ltd., an Arizona
corporation, its co-managing member

By: 
Print Name: DONALD PITT
Title: PRES.

**FIRST RESTATED DDA IS TERMINATED UPON
SATISFACTION OF CONDITIONS 2.7(i) AND (ii):**

SEASIDE RESORT DEVELOPMENT, LLC,
an Arizona limited liability company

By: Southwest Holdings Ltd., an Arizona corporation, its
co-managing member

By: 
Print Name: David Goldstein
Title: V.P.

By: Cornerstone Capital Management Ltd., an Arizona
corporation, its co-managing member

By: 
Print Name: DONALD PITT
Title: PRES

EXHIBIT A4
EXCERPT FROM CO-DEVELOPMENT AGREEMENT

CO-DEVELOPMENT AGREEMENT

(Seaside Resort Project)

THIS CO-DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of December 10, 2021 (the "Effective Date") by and between SRD H, LLC, an Arizona limited liability company ("SRDH"), SRD R, LLC, an Arizona limited liability company ("SRDR"), SRD 33, LLC, an Arizona limited liability company ("SRD33"), Seaside Peninsula Acquisition Group, LLC, a Delaware limited liability company ("PAG"), and Seaside Golf Acquisition Group, LLC, a Delaware limited liability company ("SGA"), and, together with PAG, "Buyer"). Terms not specifically defined in context are defined in Section 1 of this Agreement.

RECITALS

A. Contemporaneously with the execution of this Agreement, and pursuant to the Purchase Agreement, PAG is acquiring the Hotel Parcels from SHI and Timeshare Parcel C from SRDH, and SGA is acquiring the Leasehold Estate from B&B, all of which are located within the project in the City of Seaside ("City"), County of Monterey ("County"), State of California commonly known as the Seaside Resort Project (the "Project"). PAG intends to construct a hotel (the "Hotel") on the Hotel Parcels and portions of the Hotel or other facilities on Timeshare Parcel C.

B. SRDH owns Timeshare Parcel B East; SRD33 owns Timeshare Parcel A; and SRDR owns the Coe Avenue Lots and the General Jim Moore Lots. Timeshare Parcel B East and Timeshare Parcel A are intended for multifamily, condominium, timeshare or other residential development.

C. Shea Homes Limited Partnership, a California limited partnership ("Shea") previously acquired from SREI (another affiliate of SRDH) Lots 1, 3, 4, 6, 7, 9 through 14, and 16 38 of Seaside Resort Estates, and previously acquired from SRDR Residential Parcel A and Residential Parcel B, which Shea is currently developing and on which Shea is constructing or plans to construct single-family residences. Shea has contracted to acquire from SRDR the General Jim Moore Lots and the Coe Avenue lots.

D. The parties understand that development and operation of their respective Property and the Property owned or subsequently acquired from SRDH, SRE33 or SRDR by Shea or other third parties requires coordination and cooperation to facilitate matters such as access, utility and other facilities and shared infrastructure. The parties are entering into this Agreement to address those matters.

ACCORDINGLY, in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

other than The Enclave at Cypress Grove Owners Association); and (iii) such owner's association as may be formed to govern any of Timeshare Parcel A or Timeshare Parcel B East.

"Hotel" means the hotel to be constructed by Buyer on the Hotel Parcels (and if Buyer so elects, on other portions of the Land).

"Hotel Parcels" means the parcels of land identified as Hotel Parcel 1 and Hotel Parcel 2 on the Site Plan and legally described on **Exhibit B** annexed to this Agreement (APN 305-051-030 and -031). For clarity, Hotel Parcel 1 includes Timeshare Parcel B West as a result of a lot line adjustment

"Land" means, collectively, the Hotel Parcels and Timeshare Parcel C.

"Leasehold Estate" means the interest of the tenant under the Golf Course Lease.

"MCWD" means Marina Coast Water District.

"Objection Notice" is defined in **Section 6.2.2.**

"Owner" means the owner of fee title to the applicable property (or, while the Golf Course Lease is in effect, the owner of the Leasehold Estate rather than the owner of fee title).

"Parcel Map" means the map entitled "Phase 2A & 2B – The Enclave" filed in the Recorder's Office on September 15, 2021 in Volume 24 of Parcel Maps at Page 10.

"POA" is defined in **Section 3.2.2.**

"Project" is defined in **Recital A.**

"Project Conditions" means the project conditions appended to the DDA as Attachment No. 1-D.

"Property" means, collectively, the Hotel Parcels, Timeshare Parcel A, Timeshare Parcel B East, Timeshare Parcel C, the Coe Avenue Lots, the General Jim Moore Lots, Residential Parcel A, Residential Parcel B, Seaside Resort Estates, and the real property constituting the premises under the Golf Course Lease.

"Purchase Agreement" means the Purchase Agreement among SHI, SRDH, B&B and Buyer dated as of April 30, 2021 (as amended from time to time).

"Reciprocal Access Easement" means the Reciprocal Access Easement recorded in the Recorder's Office on or before the date hereof, providing for temporary access (pending recording of the Declaration or another form of easement intended to be permanent) from General Jim Moore Boulevard to each of the Hotel Parcels Timeshare Parcel A, Timeshare Parcel B East, Timeshare Parcel C and the Golf Courses over the location of McClure Way indicated therein.

"Recorder's Office" means the Office of the Monterey County Recorder.

"Requesting Owner" is defined in **Section 6.2.2.**

cost of such line if Hotel Parcel 1 is required by MCWD or the City to be part of a loop water system.

3.2.4 No Easement over Land. Except for the easements contemplated by Section 3.2, each Owner acknowledges and agrees that there shall not be any easement over the Land for the benefit of Timeshare Parcel A or Timeshare Parcel B East.

3.3. Maximum Units and Water Allocations for the Land.

3.3.1 Buyer may construct on the Land, in the aggregate, no more than 330 separately-keyed/rentable hotel rooms, and no more than 38 condominium or 55 timeshare units that are not included in the 330 hotel rooms.

3.3.2 Excluding water specifically allocated for landscaping (which is addressed in Section 3.3.3), the aggregate allocation of water available to the Hotel Parcels, Timeshare Parcel A, Timeshare Parcel B East and Timeshare Parcel C is 103.3 acre-feet/year. Under the water consumption factors in the City's use permit number UP-14-07, the aggregate water allocation required for the Land (based on 330 hotel rooms at 0.17/acre-feet/room/year and 38 condominium or like use units at 0.25 acre-feet/unit/year) is 65.6 acre-feet/year, and the aggregate water allocation required for Timeshare Parcel A and Timeshare Parcel B East (based on 132 condominium or like use units at 0.25 acre-feet/unit/year) is 33.0 acre-feet/year, resulting in a potential surplus of 4.7 acre-feet/year (i.e., $103.3 - 65.6 - 33.0 = 4.7$), which surplus would be allocated 3.13 acre-feet/year to the Land and 1.57 acre-feet/year to Timeshare Parcel A and Timeshare Parcel B East (or, if there is a different surplus amount, in that proportion. Buyer's development of the Land may not consume more than 65.6 acre-feet/year (in addition to the Land's allocation for landscaping and the Golf Course clubhouse's allocation for landscaping as set forth in Section 3.3.3) plus the Land's share of any applicable surplus without the prior approval of the Owners of Timeshare Parcel A and Timeshare Parcel B East in their good faith discretion (taking into account water requirements for Timeshare Parcel A and Timeshare Parcel B East).

3.3.3 The 16.8 acre-feet/year allocation of water for landscaping shall be allocated 8.46 acre-feet/year to the Land, 7.46 acre-feet/year to Timeshare Parcel A and Timeshare Parcel B East, and 0.88 acre-feet/year to the clubhouse serving the Golf Courses unless otherwise agreed by the owners of such property in their sole discretion.

3.4 Soil Balancing. The parties will cooperate to minimize the need to import soil to or export soil from the Project. In particular, if the development of the Land results in surplus soil, the soil will be made available for delivery (at no cost for the soil or transport, since otherwise the soil would in any event be transported elsewhere) to a site on Timeshare Parcel A and/or Timeshare Parcel B East designated by the Owner thereof at the time Buyer is prepared to make delivery.

IN WITNESS WHEREOF, this Agreement is executed and delivered by the parties as of the Effective Date.

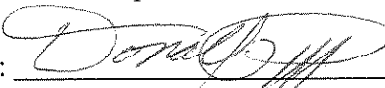
SRD R, LLC, an Arizona limited liability company,
SRD H, LLC, an Arizona limited liability company,
and SRD 33, LLC, an Arizona limited liability
company

By: Seaside Resort Development, L.L.C.,
an Arizona limited liability company,
its sole member

By: Southwest Holdings Ltd., an Arizona
corporation, its member

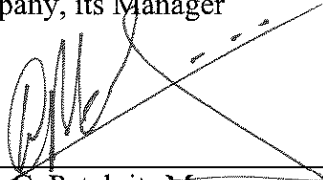
By: 
David Goldstein, Vice President

By: Cornerstone Capital Management Ltd.,
an Arizona corporation, its member

By: 
Donald Pitt, President

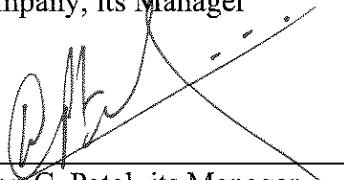
Seaside Golf Acquisition Group, LLC, a Delaware limited liability company, by Seaside Peninsula Acquisition Manager, LLC, a Delaware limited liability company, its Manager, by SKDG Investments, LLC, a Florida limited liability company, its Manager

By


Kiran C. Patel, its Manager

Seaside Peninsula Acquisition Group, LLC, a Delaware limited liability company, by Seaside Peninsula Acquisition Manager, LLC, a Delaware limited liability company, its Manager, by SKDG Investments, LLC, a Florida limited liability company, its Manager

By


Kiran C. Patel, its Manager



June 13, 2022

Mr. Brian True, PE
Marina Coast Water District
920 Second Ave, Suite A
Marina, CA 93933

Subject: Grand Hyatt Seaside Resort – Villas Site

Dear Mr. True,

Pursuant to your request, I am conveying information developed by the project Owner and Architect regarding water usage at the Villas project. The future Villas located on Tract 1 and Tract 8 of the Grand Hyatt Seaside Hotel Project development are considered transient lodging. Pursuant to the 2019 California Building Code transient lodging is defined as *“A building or facility containing one or more guest room(s) for sleeping that provides accommodations that primarily short-term in nature (generally 30 days or less). Transient lodging does not include residential dwelling units intended to be used as a residence, inpatient medical care facilities, licensed long-term care facilities, detention or correctional facilities, or private buildings or facilities that contain no more than five rooms for rent or hire and that are actually occupied by the proprietor as the residence of such proprietor.”* This definition is consistent with how Seaside Peninsula Acquisition Group, LLC has clearly communicated to the design team the Villa’s will be used.

In addition to the above, please note that:

1. There are 368 Units shown in the Appx C worksheet, IA Exhibit A.
2. All 368 are operated and managed under the same operating agreement and reservation system. Of this, 330 are hotel rooms and 38 are Villa Units as shown in the exhibit with a water use rate of 0.11 AFY/room.

Should you have any questions regarding this information, please do not hesitate to call.

Sincerely,

RICK ENGINEERING COMPANY

A handwritten signature in blue ink that reads "Thomas E. Martin".

Tom Martin, P.E.



MCWD WATER CODE: APPENDIX C*

Marina Coast Water District Assigned Water Use Factors for Determining Water Capacity Charges

The district, through the general manager, assigns water use factors from this Appendix C for new and modified uses. Each new or modified service connection that involves two or more uses shall be subject to a use calculation for each proposed use. Where a proposed use may be designated as more than one type of use, the type of use which most accurately depicts the proposed use shall be selected. Where doubt exists, the higher intensity use type shall be chosen. Water use rates are assigned for various uses per unit - square footage, number of rooms, seats, etc. The assigned water use rates determined considering estimated water use availability for various uses. The type of use and assigned water use rates are listed below.

Type of Use	Basis	Assigned MCWD Water Use Rates By Acre-Ft	Project Quantity (Units)	Total Project Water Use Per Annum by Use (Acre-Ft)
Residential				
Multi Family - Apartment	DU	0.21		0
Apartment (senior complex)	DU	0.12		0
Group Housing (boarding, dormitory, convalescent)	Occupant	0.062		0
Condominium/Townhouse	DU	0.24		0
Mobile Home	DU	0.21		0
Multi-Family - Duplex to Fourplex	DU	0.24		0
Single Family 0 < lot < 0.08 acres (13 or more units per acre)	DU	0.25		0
Single Family 0.08 <= lot < 0.22 acres (5—12 Units/Acre)	DU	0.28		0
Single Family 0.22 <= lot < 0.67 acres (2—4 Units/acre)	DU	0.52		0
Single Family (lot >= 0.67 acres)	acres	0.89		0
Accessory Dwelling Unit < 640 sq. ft.	DU	0.17		0
Accessory Dwelling Unit 641 to 800 sq. ft.	DU	0.21		0
Accessory Dwelling Unit 841 to 1,200 sq. ft.	DU	0.25		0
TOTAL RESIDENTIAL ACRE-FEET THIS INFRASTRUCTURE AGREEMENT				0

Type of Use	Basis	Assigned MCWD Water Use Rates By Acre-Ft	Project Quantity (Units)	Total Project Water Use Per Annum by Use (Acre-Ft)
Non-Residential				
Auto Sales/Repair Shops (Gross Floor Area)	sq. ft.	0.00006		-
Bank	sq. ft.	0.0003		-
Bakery	sq. ft.	0.00027		-
Bar (w/o restaurant)	sq. ft.	0.00023	10117	2.327
Beauty shop/barber shop	stations	0.05		-
Car Wash w/ recycle	sq. ft.	× *		
Child Care	sq. ft.	0.0061		-
Dry Cleaners (onsite cleaning)	sq. ft.	0.0004		-
Gas Station (w/o minimart or restaurant)	pumps	0.1051		-
Gym, Health Club (w/o aquatics)	sq. ft.	0.00012	16725	2.007
Hotel/Motel/Bed & Breakfast (Guest room portion only)	units	0.11	368	40.480
Laundromat (self-serve)	washers	0.202		-
Laundry - Commercial	sq. ft.	× *		
Office - General (nonmedical, includes chiropractor)	sq. ft.	0.0001	10483	1.048
Office - Government, Education	sq. ft.	0.000092		-
Office - Medical, Dental	sq. ft.	0.00016		-
Manufacturing (other than food, beverage, chemical)	sq. ft.	0.056		-
Manufacturing (food, beverage, chemical)	sq. ft.	× *		

Meeting Halls, Churches, School Room	sq. ft.	0.000092	28335	2.607
Nursing Home (care portion only)	bed	0.12		-
Laboratory	sq. ft.	0.000082		-
Laboratory - Photographic	sq. ft.	0.003		-
Landscape (non-turf)	acres	2.1	3.22	6.762
Landscape (turf)	acres	2.5	0.68	1.700
Plant Nursery	sq. ft.	0.00009		-
Public Restroom	toilets	0.058	0	-
Restaurant (full service - 3 meals, dish washing)	sq. ft.	0.00125	11,670	14.588
Restaurant (Fast food/casual with onsite prep)	sq. ft.	0.00051	7730	3.942
Restaurant (take out w/ minimal onsite prep)	sq. ft.	0.00027		-
Store - General Retail (Department Store)	sq. ft.	0.00005	5,929	0.296
Store - Grocery and Markets	sq. ft.	0.00033	1,678	0.554
Swimming Pool (per 100 sq. ft. pool area)	sq. ft.	0.02	32.14	0.643
Theater	seats	0.0012		-
Veterinary	sq. ft.	0.00022		-
Warehouse, Distribution, Self-Storage	sq. ft.	0.00001	23891	0.239
TOTAL NON RESIDENTIAL ACRE-FEET THIS INFRASTRUCTURE AGREEMENT				77.193

TOTAL COMBINED ACRE-FEET THIS INFRASTRUCTURE AGREEMENT				77.193
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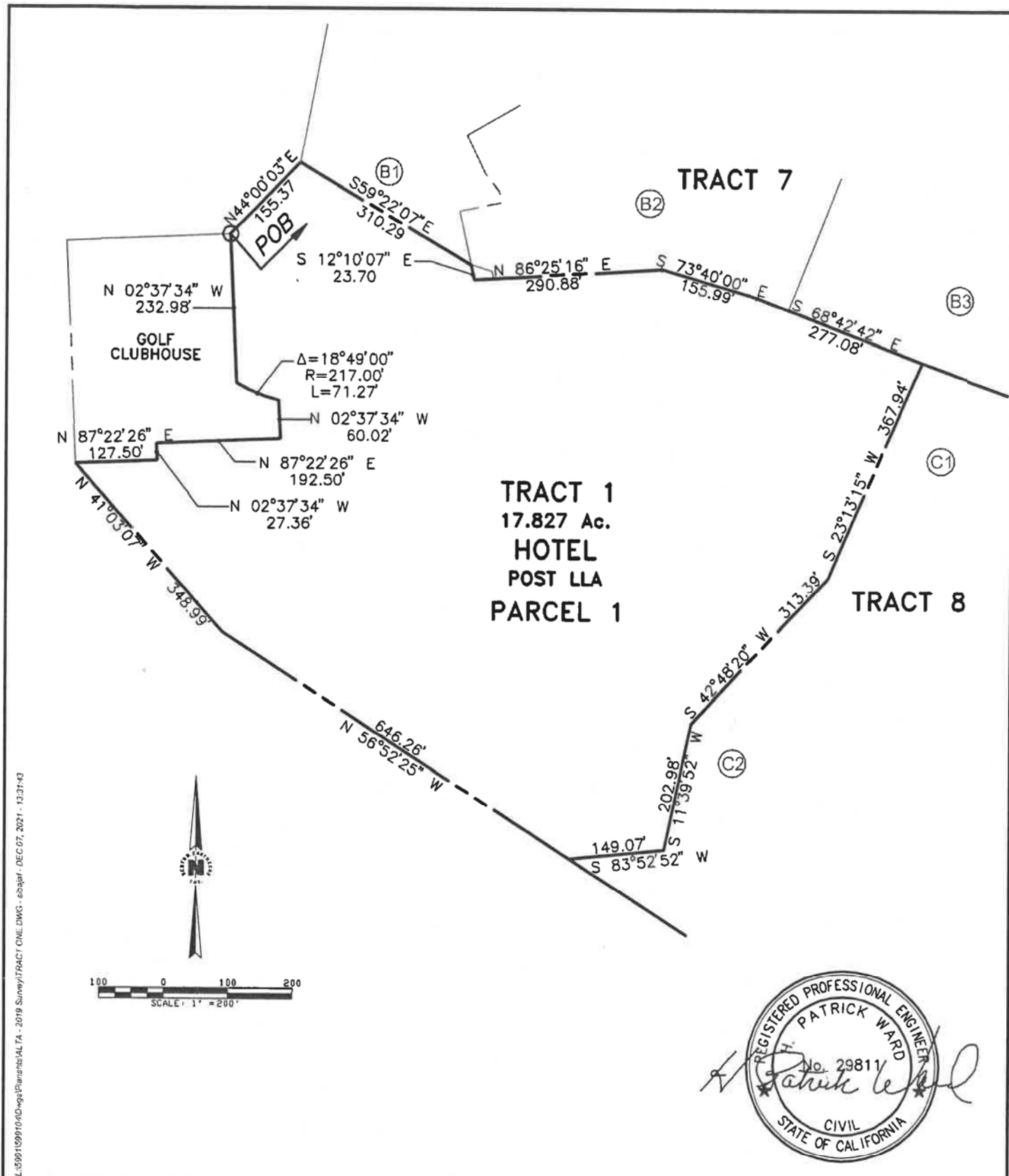
The assigned water use rate is then multiplied by the appropriate square footage, room, or seat number for each use and the capacity charge per acre-foot of water.

Example: To compute capacity charges in October 2020 for a 1,000 sq. ft. office (assume only a single use) in Central Marina, multiply 1,000 by 0.0001 (from table) and then by \$6,332. The resultant capacity charge for this office in Central Marina would be \$633.20.

* See manufacturer's recommendation.

EXHIBIT B
LEGAL DESCRIPTION

EXHIBIT B
LEGAL DESCRIPTION



BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
831.373.2941 831.649.4118F WWW.BESTOR.COM

PREPARED FOR: SEASIDE RESORT DEVELOPMENT L.L.C.

EXHIBIT PLAT
LEGAL TRACT ONE POST LLA
SEASIDE RESORT

COUNTY OF MONTEREY,

CALIFORNIA

SCALE: AS SHOWN
DATE: DEC. 07, 2021
SHEET: 1 OF 2
WO: 5991.04

Legal Description
Of
Hotel Parcel 1 (Post LLA)

THAT CERTAIN REAL PROPERTY SITUATE IN RANCHO NOCHE BUENA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN 380.31 ACRE PARCEL OF LAND SHOWN AS PARCEL 1 AS PER MAP FILED FOR RECORD IN VOLUME 26, PAGE 28 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT BEARS SOUTH 24° 53' 59" WEST, 2,638.33 FEET FROM THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE

1) NORTH 44° 00' 03" EAST, 155.37 FEET; THENCE

2) SOUTH 59° 22' 07" EAST, 310.29 FEET; THENCE

3) SOUTH 12° 10' 07" EAST, 23.70 FEET; THENCE

4) NORTH 86° 25' 16" EAST, 290.88 FEET; THENCE

5) SOUTH 73° 40' 00" EAST, 155.99 FEET; THENCE

6) SOUTH 68° 42' 42" EAST, 277.08 FEET; THENCE

7) SOUTH 23° 13' 15" WEST, 367.94 FEET; THENCE

8) SOUTH 42° 48' 20" WEST, 313.39 FEET; THENCE

9) SOUTH 11° 39' 52" WEST, 202.98 FEET; THENCE

10) SOUTH 83° 52' 52" WEST, 149.07 FEET; THENCE

11) NORTH 56° 52' 25" WEST, 646.26 FEET; THENCE

12) NORTH 41° 03' 07" WEST, 348.99 FEET; THENCE

13) NORTH 87° 22' 26" EAST, 127.50 FEET; THENCE

14) NORTH 02° 37' 34" WEST, 27.36 FEET; THENCE

15) NORTH 87° 22' 26" EAST, 192.50 FEET; THENCE

16) NORTH 02° 37' 34" WEST, 60.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE

TO THE NORTHEAST HAVING A RADIUS OF 217.00 FEET, AND TO WHICH BEGINNING A RADIAL BEARS NORTH 13° 21' 09" EAST; THENCE

17) NORTHWESTERLY 71.27 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 49'00"; THENCE

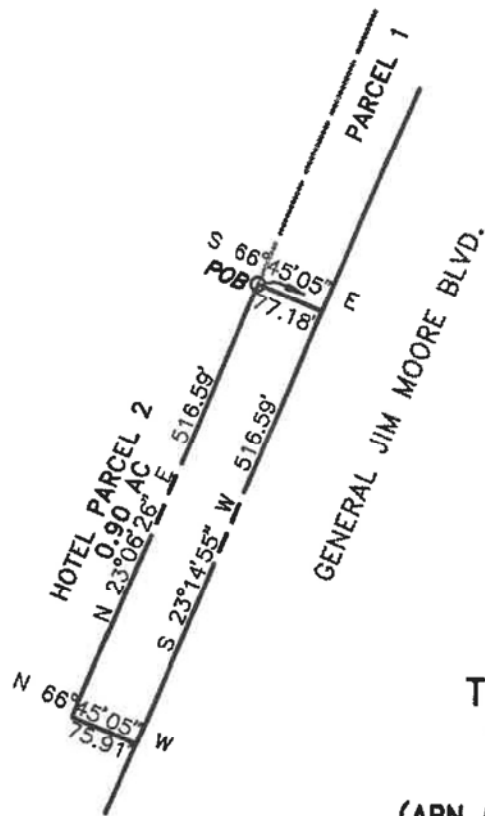
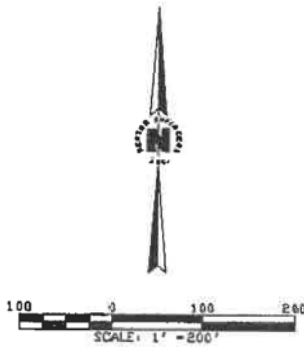
18) NORTH 02° 37' 34" WEST, 232.98 FEET TO THE POINT OF BEGINNING.

Containing 17.827 Acres

Date: December 7, 2021
Bestor Engineers, Inc.
H. Patrick Ward
Registered Civil Engineer #29811
State of California



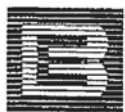
H. Patrick Ward



TRACT 5
0.91 Ac.
HOTEL
(APN 031-051-031)
PARCEL 2



L:\5991\5991040\ep\Patrick\A.L.A. - 2019 Survey\TRACTFIVE.DWG - s.djg - SEPT 25, 2019 - 13:59:15



BESTOR ENGINEERS, INC.
 CIVIL ENGINEERING - SURVEYING - LAND PLANNING
 9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
 831.373.2541 831.649.4118F WWW.BESTOR.COM

PREPARED FOR: SEASIDE RESORT DEVELOPMENT L.L.C.

EXHIBIT PLAT
LEGAL TRACT FIVE
SEASIDE RESORT

COUNTY OF MONTEREY,

CALIFORNIA

SCALE:	AS SHOWN
DATE:	SEPT., 2019
SHEET:	1 OF 2
NO:	5991.04

TRACT FIVE: (APN: 031-051-031)

HOTEL PARCEL 2

THAT CERTAIN REAL PROPERTY SITUATE IN RANCHO NOCHE BUENA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN 380.31 ACRE PARCEL OF LAND SHOWN AS PARCEL 1 AS PER MAP FILED FOR RECORD IN VOLUME 26, PAGE 28 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT BEARS SOUTH 08° 53' 45" EAST, 3,421.69 FEET FROM THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE

SOUTH 66° 45' 05" EAST, 77.18 FEET; THENCE

SOUTH 23° 14' 55" WEST, 516.59 FEET; THENCE

NORTH 66° 45' 05" WEST, 75.91 FEET; THENCE

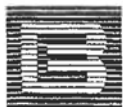
NORTH 23° 06' 26" EAST, 516.59 FEET TO THE POINT OF BEGINNING.

BEARINGS CITED HEREIN ARE REFERENCED TO SAID VOLUME 26, PAGE 28 OF SURVEYS.

CONTAINING 0.91 ACRES.



L:\5091\509104\Drawings\TRACTFIVE.DWG - s.dwyer - SEPT 25, 2019 - 14:00:00



BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
831.373.2941 831.649.4118F WWW.BESTOR.COM

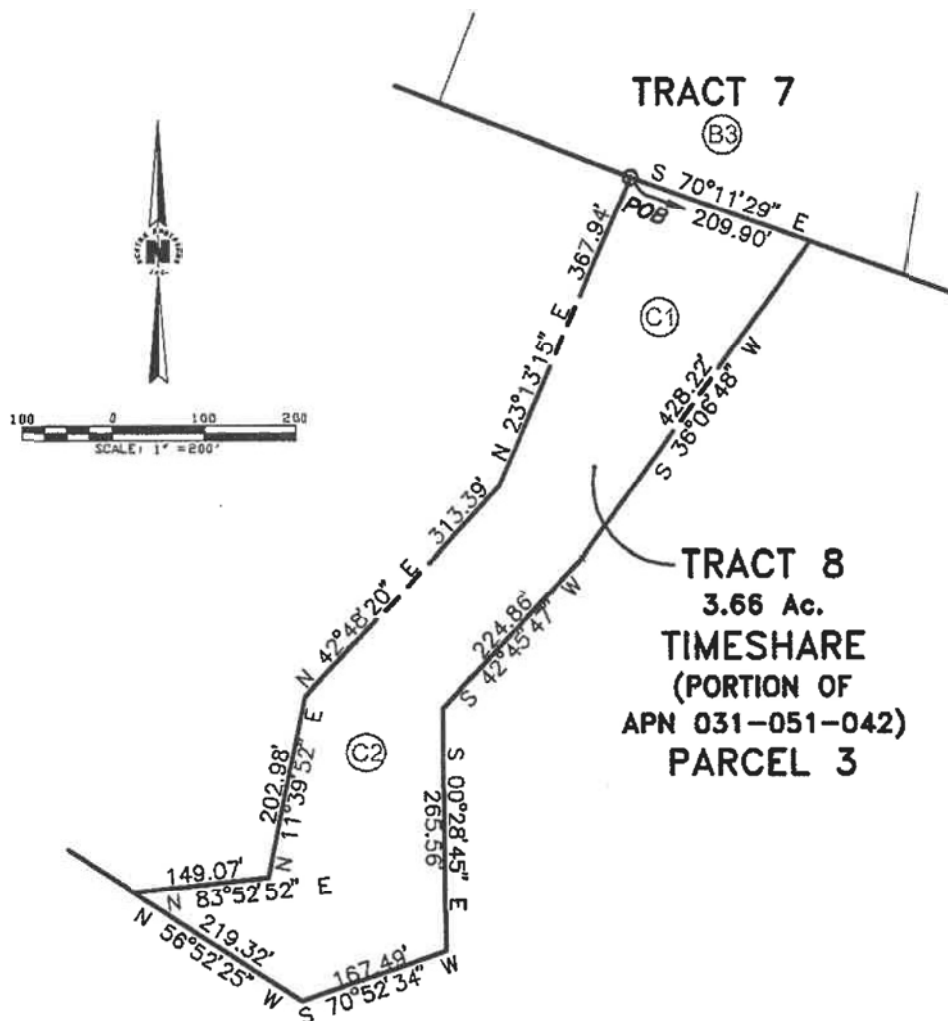
PREPARED FOR: SEASIDE RESORT DEVELOPMENT LLC.

EXHIBIT PLAT
LEGAL TRACT FIVE
SEASIDE RESORT

COUNTY OF MONTEREY,

CALIFORNIA

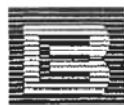
SCALE:	AS SHOWN
DATE:	SEPT., 2019
SHEET:	2 OF 2
NO:	5991.04



TRACT 8
3.66 Ac.
TIMESHARE
(PORTION OF
APN 031-051-042)
PARCEL 3



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BESTOR ENGINEERS, INC.
 CIVIL ENGINEERING - SURVEYING - LAND PLANNING
 9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
 831.373.2941 831.849.4118F WWW.BESTOR.COM

PREPARED FOR: SEASIDE RESORT DEVELOPMENT LLC.

EXHIBIT PLAT
LEGAL TRACT EIGHT
SEASIDE RESORT

COUNTY OF MONTEREY,

CALIFORNIA

SCALE:	AS SHOWN
DATE:	SEPT., 2019
SHEET:	1 OF 2
WO:	5991.04

TRACT EIGHT: (PORTION OF APN: 031-051-042)

TIMESHARE PARCEL 3 (VTM TIMESHARE PHASES VIII & IX; LOTS C1 & C2)

THAT CERTAIN REAL PROPERTY SITUATE IN RANCHO NOCHE BUENA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN 380.31 ACRE PARCEL OF LAND SHOWN AS PARCEL 1 AS PER MAP FILED FOR RECORD IN VOLUME 26, PAGE 28 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT BEARS S 24° 53' 59" W, 2638.33 FEET; THENCE S 36° 18' 25" E, 147.89 FEET; THENCE N 78° 50' 32" E, 237.93 FEET, THENCE N 86° 25' 16" E, 349.95 FEET THENCE S 73° 40' 00" E, 155.99 FEET THENCE S 68° 42' 42" E, 277.08 FEET FROM THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE

1. S 70° 11' 29" E, 209.90 FEET; THENCE
2. S 36° 06' 48" W, 428.22 FEET; THENCE
3. S 42° 45' 47" W, 224.86 FEET; THENCE
4. S 00° 28' 45" E, 265.56 FEET; THENCE
5. S 70° 52' 34" W, 167.49 FEET; THENCE
6. N 56° 52' 25" W, 219.32 FEET; THENCE
7. N 83° 52' 52" E, 149.07 FEET; THENCE
8. N 11° 39' 52" E, 202.98 FEET; THENCE
9. N 42° 48' 20" E, 313.39 FEET; THENCE
10. N 23° 13' 15" E, 367.94 FEET; TO THE POINT OF BEGINNING.

BEARINGS CITED HEREIN ARE REFERENCED TO SAID VOLUME 26, PAGE 28 OF SURVEYS.

CONTAINING 3.66 ACRES.



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BESTOR ENGINEERS, INC.

CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
831.373.2841 831.649.4118F WWW.BESTOR.COM

PREPARED FOR: SEASIDE RESORT DEVELOPMENT L.L.C.

**EXHIBIT PLAT
LEGAL TRACT EIGHT
SEASIDE RESORT**

COUNTY OF MONTEREY,

CALIFORNIA

SCALE	AS SHOWN
DATE	SEPT., 2019
SHEET	2 OF 2
WC	5991.04

EXHIBIT C

MAP OF DEVELOPMENT

EXHIBIT C

PROJECT BOUNDARY



EXHIBIT C2

PROJECT SITE



EXHIBIT D

INDEMNIFICATION AND INSURANCE REQUIREMENTS for Infrastructure Agreements

1. Workers' Compensation and Employer's Liability Insurance –

- a. The Developer shall require every Contractor to certify that it and all of its subcontractors are aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of any work under this Agreement.
- b. The Developer shall require every Contractor and all sub-contractors to insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof.
- c. The Contractor shall provide employer's liability insurance in the amount of at least \$1,000,000 per accident for bodily injury and disease.

2. Definitions – For purposes of this Exhibit, the following terms shall have the following respective meanings:

“Claim” - shall be used collectively to refer to and include any and all claims, demands, causes of action, damages, costs, attorneys’ fees, expert fees, court costs, expenses, penalties, losses or liabilities, in law or in equity, of every kind and nature whatsoever.

3. Indemnification - To the fullest extent permitted by law, the Developer will require every Contractor to indemnify, hold harmless, and defend District, its directors, officers, employees, representatives, and authorized volunteers (collectively, the “indemnitees”), and each of them from and against:

- a. Any claim, including, but not limited to, injury to or death of any person including District and/or Contractor, or any directors, officers, employees, or authorized volunteers of District or Contractor, and damages to or destruction of property of any person, including but not limited to, District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of District or its directors, officers, employees, or authorized volunteers, except to the extent caused by the sole negligence or willful misconduct or active negligence of District or its directors, officers, employees, or authorized volunteers;
- b. Any claim arising out of, resulting from, or relating in any way to a violation of any governmental law or regulation, compliance with which is the responsibility of the

Contractor;

- c. Any claims (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any indemnitee may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations to the Developer for work to be performed under this Agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, expert fees, and court costs, incurred by an indemnitee in any lawsuit to which the indemnitee is a party.
- d. Contractor acknowledges and understands that the area in and around which the work will be performed has been identified as a possible location of munitions and explosives of concern ("MEC"). All indemnification obligations of Contractor under this Agreement shall specifically include any claim involving, arising out of or related to MEC.

The Developer will require their Contractor to pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officers, employees, or authorized volunteers, relating to any claim.

The Developer will require their Contractor to reimburse District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor's indemnification obligation shall not be limited to the proceeds, if any, received by the District, or its directors, officers, employees or authorized volunteers from any insurance required to be provided under this Agreement.

4. Commercial General Liability and Automobile Liability Insurance - The Developer will require their Contractor to provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office Commercial **General Liability** Coverage (Occurrence Form CG 0001)
2. Insurance Services Office **Automobile Liability** Coverage (Form CA 0001), covering Symbol 1 (any auto) (owned, non-owned and hired automobiles)

Limits - The Consultant shall maintain limits no less than the following:

1. **General Liability** - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO

CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

2. ***Automobile Liability*** - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

1. The District, its directors, officers, employees, or authorized volunteers are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractors; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the District.

Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to the District.

5. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be disclosed in writing to and approved by the District.

6. Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by the District.

7. Munitions and Explosives Coverage (MEC) - The Developer will require their Contractor to maintain insurance that includes coverage for services and work in or around MEC, or claims, damage or injury related in any way to this Agreement which arise from MEC. The Marina Coast Water District, its officers, directors and employees and any of its authorized representatives and volunteers shall be named as additional insureds under all insurance maintained by Contractor related in any way to work performed by it on behalf of the Marina Coast Water District.

8. Builder's Risk Insurance - The Developer or the Developer's Contractor will provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified by the District, to insure against such losses until final acceptance of the work by the District. Such insurance shall include¹ explosion, collapse, underground excavation and removal of lateral support. The District shall be a named insured on any such policy. The making of progress payments to the Contractor by the Developer shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District.

9. Waiver of Rights of Subrogation - The Developer will require their Contractor's insurer to waive all rights of subrogation against the District, its directors, officers, employees, or authorized volunteers.

10. Evidences of Insurance - Prior to the commencement of construction activities under this Agreement, the Developer will require their Contractor to file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

The Developer will require their Contractor, upon demand of the District, to deliver to the District such policy or policies of insurance and the receipts for payment of premiums thereon.

All insurance correspondence, certificates, binders, etc., shall be mailed to:

Marina Coast Water District
11 Reservation Road
Marina, CA 93933
Attn: Management Services Administrator

11. Sub-Contractors' Required Insurance Requirements - In the event that the Contractor employs sub-contractors as part of the work to be performed under this Agreement, it shall be the Developer's responsibility to require and confirm that every Contractor requires each of its sub-contractor to meet the same minimum insurance requirements specified in this Exhibit for every Contractor.

GRAND HYATT SEASIDE RESORT

HYATT HOTEL AND CONFERENCE CENTER

MCLURE WAY
SEASIDE, CALIFORNIA 93955

CITY OF SEASIDE SUBMITTAL

09.02.2022

PROJECT LOCATION



TEAM CONTACT INFORMATION

OWNER REPRESENTATIVE
Eagle Crest
Arron Curtis
8300 Coopers Hawk Drive
Redmond, Or 97756
(541) 280-259

ARCHITECT
DLR Group
Jeremy Holen
jholen@dlrgroup.com
520 Nicollet Mall, Suite 200
Minneapolis, MN 55402
(612) 977-3500

STRUCTURAL ENGINEER
DCI Engineers
Nolan G. Lenahan, PE
nlenahan@dc-engineers.com
523 W 6th Street, Suite 616
Los Angeles, CA 90014
(213) 298.3720

CIVIL ENGINEER
Rick Engineering
Thomas E. Martin PE
San Luis Obispo, CA 93401
tmartin@rickengineering.com
805.544.0707

**MECHANICAL, ELECTRICAL, PLUMBING
ACOUSTICAL**
IMEG
Mechanical: Terry Lackey
terry.w.lackey@imegcorp.com
(626) 463-2800 | phone
(626) 463-2728 | direct

Electrical: David Marshall
david.e.marshall@imegcorp.com
(630) 753-8568 | phone

Plumbing: David Maghen
david.maghen@imegcorp.com
(626) 463-2800

Acoustics: James Hong
James.Hong@imegcorp.com
(312) 931-3748

INTERIORS
DLR Group
Alex Hach
ahach@dlrgroup.com
520 Nicollet Mall, Suite 200
Minneapolis, MN 55402
(612) 977-3500

LIGHTING DESIGN
DLR Group
Mikki Kiger
mkiger@dlrgroup.com
731 9th Ave Ste A
San Diego, CA 92101
(619) 795-2450

LANDSCAPE ARCHITECT
Burton Landscape Architecture Studio
Patrick Baldwin (858) 794-7204
Ash Hoden (415) 849-6240
307 S Cedros Ave
Solana Beach Ca 92075

FOOD SERVICE CONSULTANT
Trimark
Dave Collins
dave.collins@trimarkusa.com
3650 Annapolis Ln N
Plymouth, MN 55447
(612) 331-1300

POOL CONSULTANT
TBD

TECHNOLOGY
NTI Consultants
James Lingle
james.lingle@nticonsultants.com
303-386-6806

FIRE ENGINEERING
Holmes
Geza Szakats PE LEED PA
235 Montgomery Street, Suite 1250
San Francisco, CA 94104

ACCESSIBILITY
Endelman & Associates PLLC
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EXTERIOR PALLET



VIEW FROM EVENT TERRACE



.ARCHITECTURAL. City Submittal	
Sheet Number	Sheet Name
G0.1	COVER SHEET
LA1.0	ILLUSTRATIVE LANDSCAPE PLAN
LA1.1	ILLUSTRATIVE LANDSCAPE PLAN
LA2.0	SITE PLAN EMISSION REDUCTION PLAN
LA3.0	WATER USE PLAN
LA4.0	PLANT SCHEDULE - PLANTING SCHEDULE
LA5.0	TREE REMOVAL PLAN
A1.1	LEVEL 1 - OVERALL FLOOR PLAN
A1.2	LEVEL 2 - OVERALL FLOOR PLAN
A1.3	LEVEL 3 - OVERALL FLOOR PLAN
A1.4	LEVEL 4 - OVERALL FLOOR PLAN
A1.5	LEVEL 5 - OVERALL FLOOR PLAN
A1.6	LEVEL 6 - OVERALL FLOOR PLAN
A1.7	LEVEL 7 - OVERALL FLOOR PLAN
A1.8	LEVEL 8 - OVERALL FLOOR PLAN
A1.9	OVERALL ROOF PLAN
A4.10	EXTERIOR ELEVATIONS - OVERALL PROJECT
A4.11	EXTERIOR ELEVATIONS - GUESTROOM WING
A4.12	EXTERIOR ELEVATIONS - EVENTS CENTER & LINK
A4.30	3D VIEWS - OVERALL

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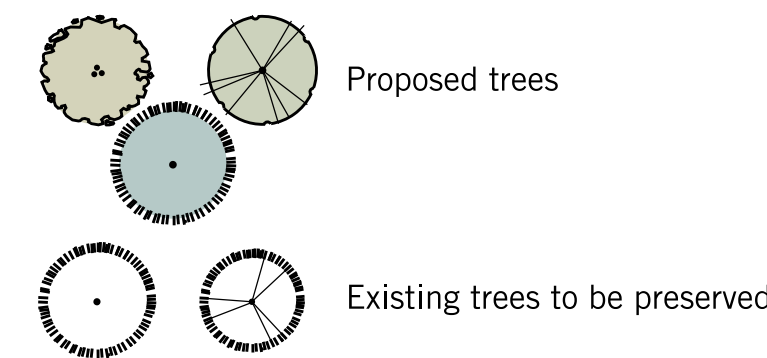
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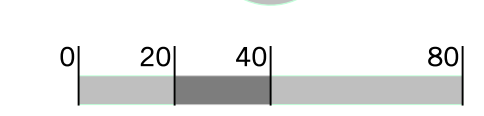
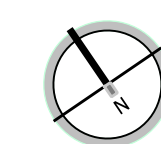
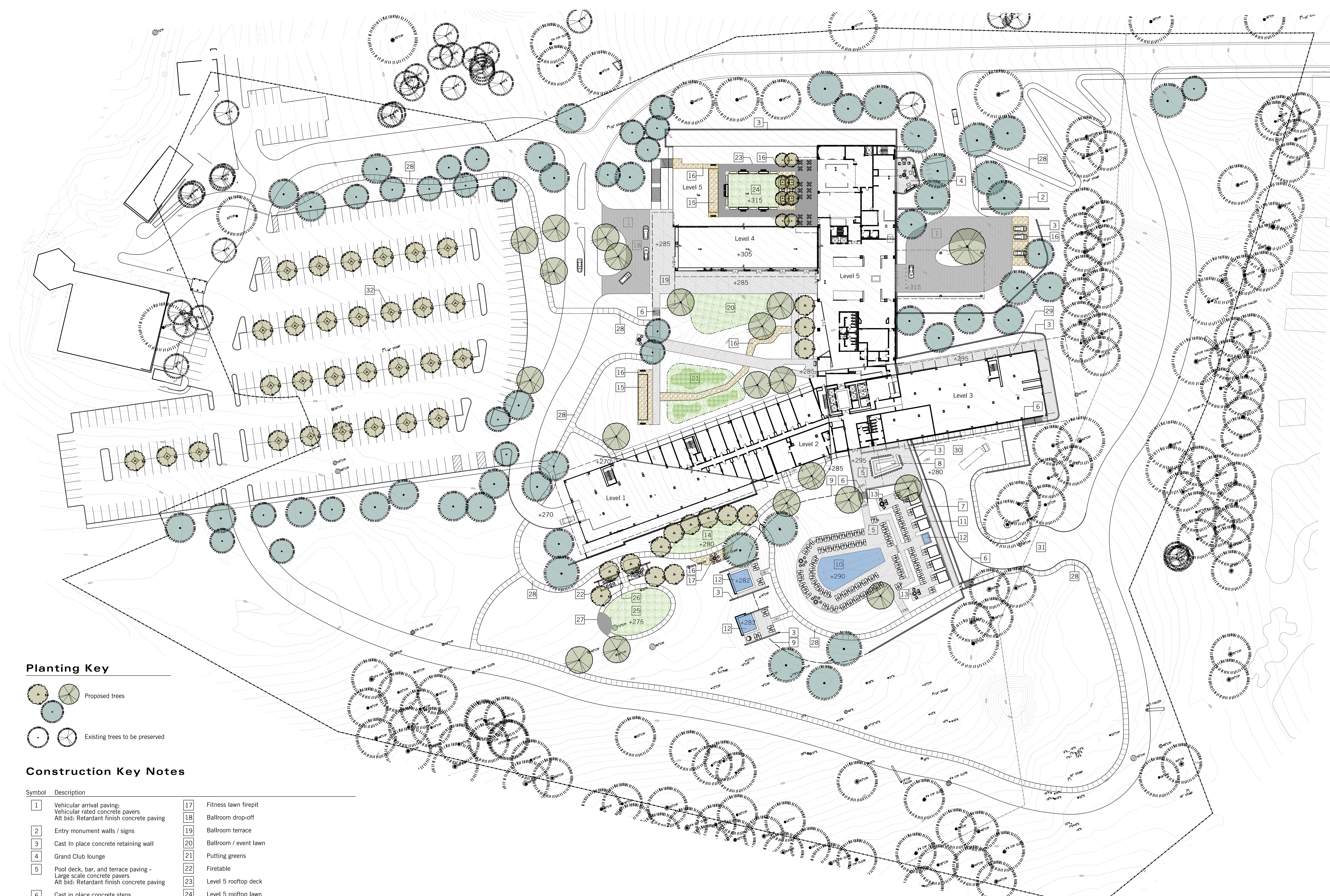
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Planting Key



Construction Key Notes

Symbol	Description	Symbol	Description
1	Vehicular arrival paving: Vehicular rated concrete pavers Alt bid: Retardant finish concrete paving	17	Fitness lawn firepit
2	Entry monument walls / signs	18	Ballroom drop-off
3	Cast In place concrete retaining wall	19	Ballroom terrace
4	Grand Club lounge	20	Ballroom / event lawn
5	Pool deck, bar, and terrace paving - Large scale concrete pavers Alt bid: Retardant finish concrete paving	21	Putting greens
6	Cast in place concrete steps	22	Firetable
7	Ramp	23	Level 5 rooftop deck
8	Pool area bar	24	Level 5 rooftop lawn
9	Pool gate and fence	25	Wedding lawn
10	Zero edge pool	26	Wedding trellis
11	Cabanas	27	Wedding deck
12	Hot spas	28	Concrete pedestrian paving
13	Pool area firepit	29	Spa terrace
14	Fitness lawn	30	Service area / employee entrance
15	Bocce court	31	Employee drop-off
16	DG paving	32	Tree planting diamond



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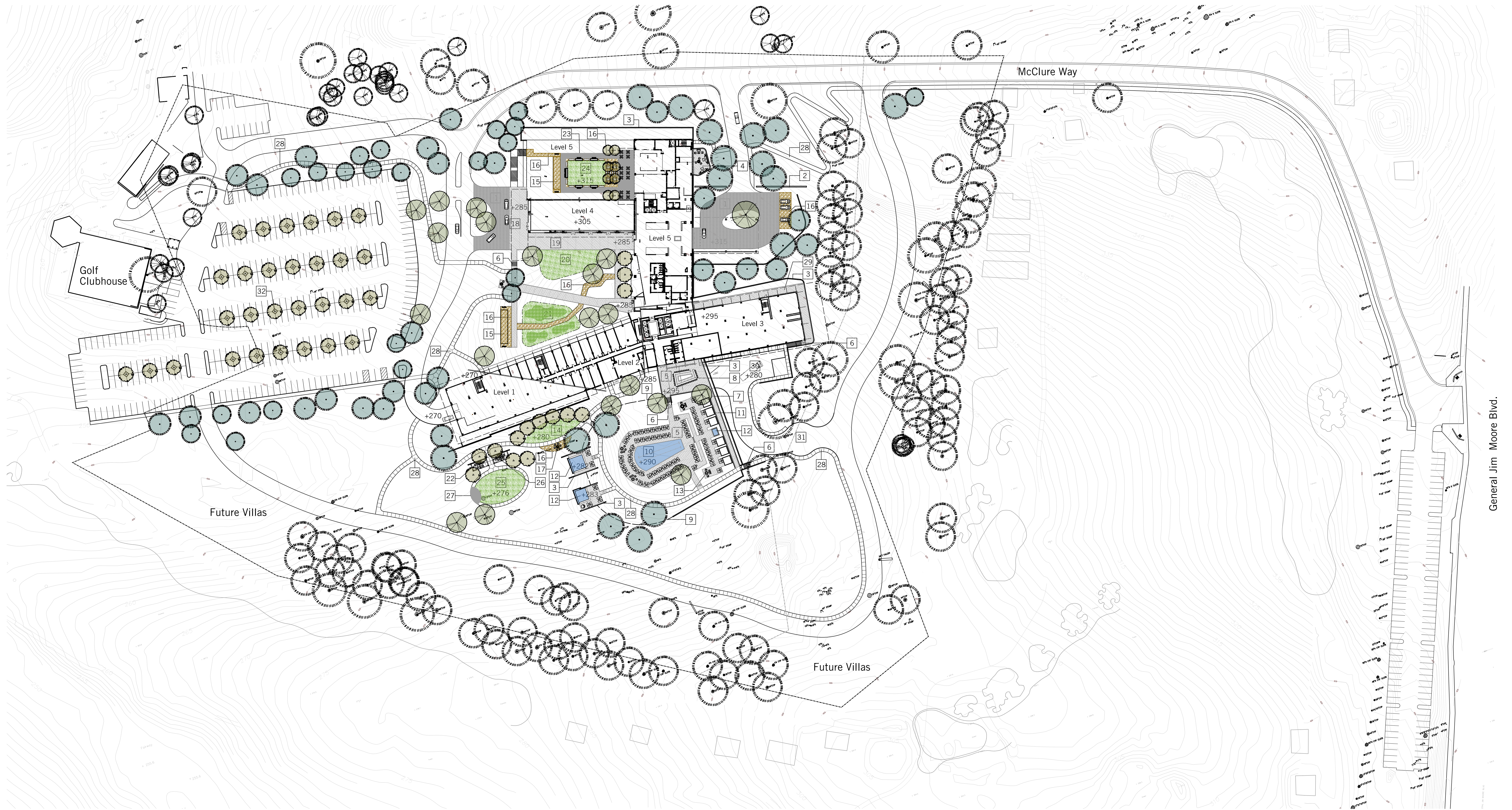
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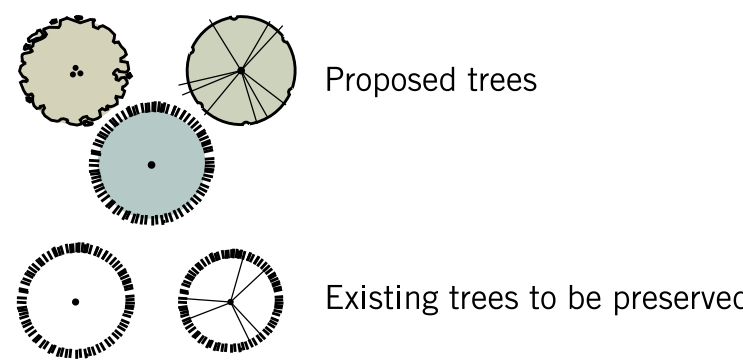
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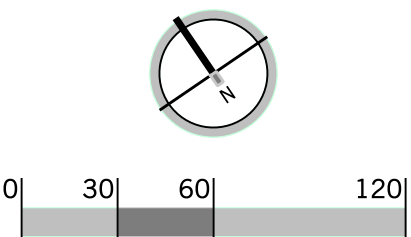


Planting Key



Construction Key Notes

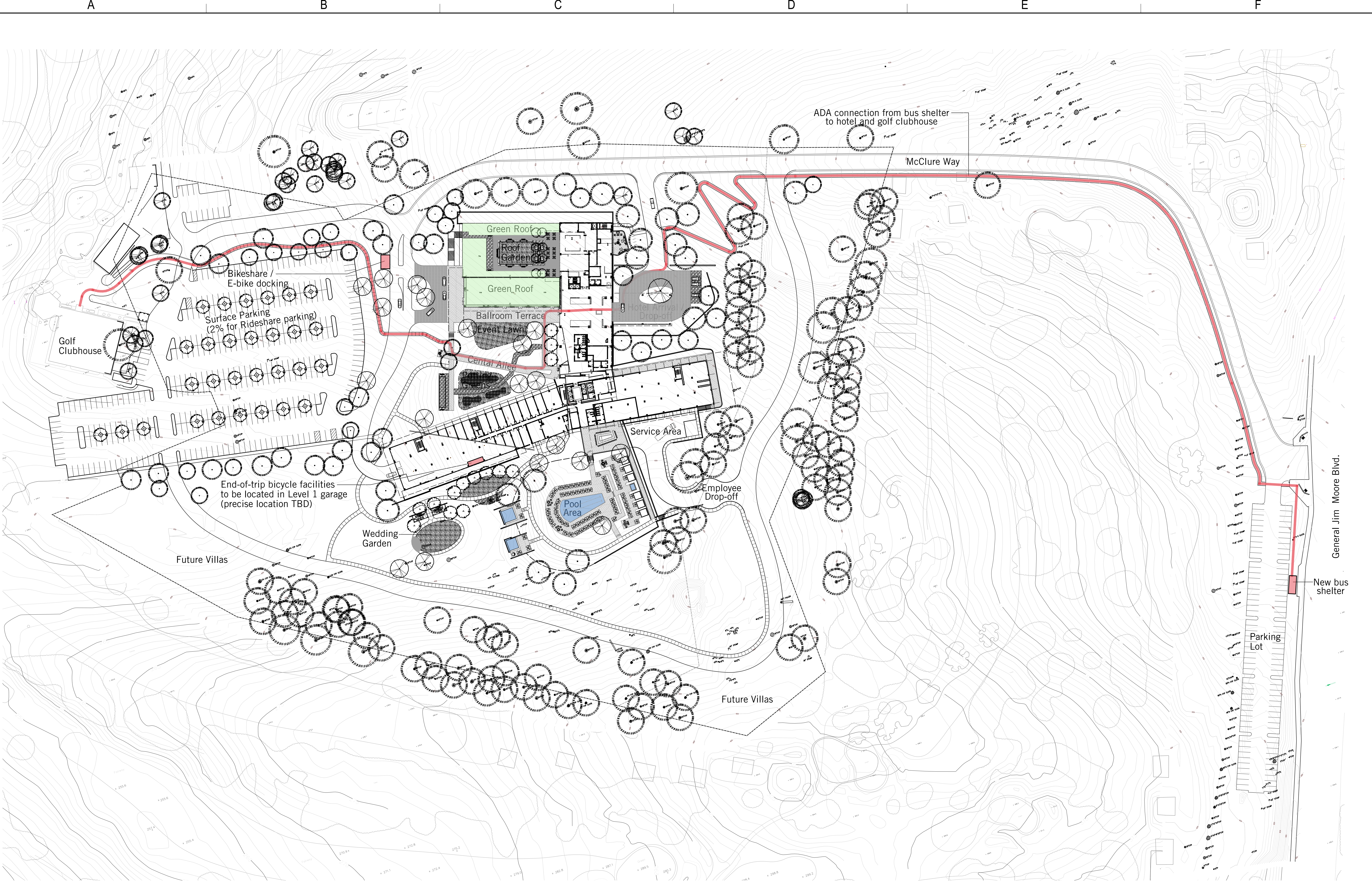
Symbol	Description		
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16	DG paving	32	Tree planting diamond



General Jim Moore Blvd.

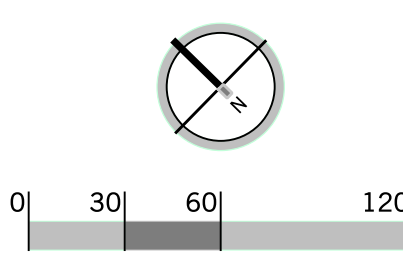
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Parking Count

Surface Parking at Resort	391
Surface Parking at General Jim Moore	100
Valet Parking at Resort Arrival	7
Valet Parking at Resort Garage	51
Total	549



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YELLOW SHADED AREAS DENOTE
LANDSCAPE IRRIGATED WITH
POTABLE WATER

REMAINING LANDSCAPE
AREA IRRIGATED WITH
RECYCLED WATER

GRAY SHADED AREA DENOTES
FUTURE DEVELOPMENT -
HOTEL VILLAS

MWEO WATER USAGE WORKSHEET - INTERIOR LANDSCAPE (POTABLE WATER)

CITY OR ZONE STATE ZONE 2
REFERENCE EVAPOTRANSPIRATION ETW 39.00
LANDSCAPE TYPE NON-RESIDENTIAL

POTABLE WATER LANDSCAPE AREA (LA)							
HYDROZONE NO.	LANDSCAPE AREA (SQ. FT.)	PERCENT	PLANT TYPE	PLANT FACTOR (PF)	IRRIGATION TYPE	IRRIGATION EFFICIENCY (IE)	ET ADJUSTMENT FACTOR (ETAF)
1	36,507	40%	SHRUB - LOW WATER USE	0.3	INLINE DRIP	85%	0.35
2	23,561	30%	SHRUB - MOD WATER USE	0.5	INLINE DRIP	85%	0.59
3	---	---	---	---	---	---	---
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TOTAL AREA (SQ. FT.) 59,878
(ACRES) 1.37
ESTIMATED TOTAL WATER USE (GALLONS) 647,274
(ACRE FEET) 1.987

SPECIAL LANDSCAPE AREA (SLA)							
TYPE	LANDSCAPE AREA (SQ. FT.)	PERCENT	PLANT TYPE	PLANT FACTOR (PF)	IRRIGATION TYPE	IRRIGATION EFFICIENCY (IE)	ET ADJUSTMENT FACTOR (ETAF)
RECYCLED WATER	---	---	---	---	---	---	---
ACTIVE USES	13,581	10%	THIS SPACE INTENTIONALLY LEFT BLANK PER CA MWELO 2016	---	---	1.00	---
EDIBLE GARDEN	---	---	---	---	---	---	---
URBAN FOREST	---	---	---	---	---	---	---

SLA TOTAL (SQ. FT.) 13,581
(ACRES) 0.31
TOTAL LANDSCAPE ESTIMATED WATER USE (GALLONS) 328,389
TOTAL LANDSCAPE ESTIMATED WATER USE (GALLONS) 975,663
MAXIMUM APPLIED WATER ALLOWANCE (GALLONS) 978,921
(ACRE FEET) 3.007
ETWU = MARA YES

SPECIAL LANDSCAPE AREAS (ACTIVE USE)							
HYDROZONE NO.	LANDSCAPE AREA (SQ. FT.)	PERCENT	PLANT TYPE	PLANT FACTOR (PF)	IRRIGATION TYPE	IRRIGATION EFFICIENCY (IE)	ACTUAL ETWU ESTIMATED WATER USE (GALLONS)
1	13,581	10%	TURF - SEASIDE PASPALUM	0.8	ROTOR	70%	281,476
2	---	---	---	---	---	---	---
3	---	---	---	---	---	---	---
4	---	---	---	---	---	---	---

TOTAL SLA AREA (SQ. FT.) 13,581
TOTAL STANDARD AREA (SQ. FT.) 89,878
TOTAL LANDSCAPE AREA (SQ. FT.) 73,489
(ACRES) 1.69
STANDARD LANDSCAPE WATER USE (GALLONS) 467,274
ACTUAL TOTAL WATER ALLOWANCE (GALLONS) 628,700
(ACRE FEET) 2.86
SITING EFFICIENCY 82%
SITING ETAF 0.82
MAXIMUM ALLOWABLE WATER ALLOTMENT (GALLONS) 978,921
(ACRE FEET) 3.01

FORMULAS AS REQUIRED BY THE REVISED 2016 MODEL WATER EFFICIENT LANDSCAPE ORDINANCE:
WHEREAS:
MARA = MAXIMUM APPLIED WATER ALLOWED
ETWU (N) = ESTIMATED TOTAL WATER USE FOR EACH HYDROZONE (N)
LA = LANDSCAPE AREA (SQ. FT.)
ETAF = REFERENCE EVAPOTRANSPIRATION
ETAF = ET ADJUSTMENT FACTOR (4.0 FOR NON-RESIDENTIAL LANDSCAPES, 0.55 FOR RESIDENTIAL LANDSCAPES)
SLA = SPECIAL LANDSCAPE AREA (SQ. FT.) FOR RECYCLED WATER USE AND URBAN FOREST
PF = PLANT WATER USE FACTOR
IE = IRRIGATION EFFICIENCY
$$MARA = ETWU \times 0.2 \times (LA \times ETAF) + SLA \times (1 - ETAF)$$
$$ETWU(N) = \frac{(LA \times ETAF \times IE) + SLA \times (1 - ETAF)}{IE}$$

MWEO WATER USAGE WORKSHEET - PERIMETER LANDSCAPE (RECYCLED WATER)

CITY OR ZONE STATE ZONE 2
REFERENCE EVAPOTRANSPIRATION ETW 39.00
LANDSCAPE TYPE NON-RESIDENTIAL

POTABLE WATER LANDSCAPE AREA (LA)							
HYDROZONE NO.	LANDSCAPE AREA (SQ. FT.)	PERCENT	PLANT TYPE	PLANT FACTOR (PF)	IRRIGATION TYPE	IRRIGATION EFFICIENCY (IE)	ET ADJUSTMENT FACTOR (ETAF)
1	---	---	---	---	---	---	---
2	---	---	---	---	---	---	---
3	---	---	---	---	---	---	---
4	---	---	---	---	---	---	---

TOTAL AREA (SQ. FT.) 309,007
(ACRES) 7.09
ESTIMATED TOTAL WATER USE (GALLONS) 7,471,789
(ACRE FEET) 22.802

SPECIAL LANDSCAPE AREA (SLA)							
TYPE	LANDSCAPE AREA (SQ. FT.)	PERCENT	PLANT TYPE	PLANT FACTOR (PF)	IRRIGATION TYPE	IRRIGATION EFFICIENCY (IE)	ET ADJUSTMENT FACTOR (ETAF)
RECYCLED WATER	309,007	100%	THIS SPACE INTENTIONALLY LEFT BLANK PER CA MWELO 2016	---	---	1.00	---
ACTIVE USES	---	---	---	---	---	---	---
EDIBLE GARDEN	---	---	---	---	---	---	---
URBAN FOREST	---	---	---	---	---	---	---

SLA TOTAL (SQ. FT.) 309,007
(ACRES) 7.09
TOTAL LANDSCAPE ESTIMATED WATER USE (GALLONS) 7,471,789
TOTAL LANDSCAPE ESTIMATED WATER USE (GALLONS) 7,471,789
MAXIMUM APPLIED WATER ALLOWANCE (GALLONS) 7,471,789
(ACRE FEET) 22.802
ETWU = MARA YES

SPECIAL LANDSCAPE AREAS (USING RECYCLED WATER)							
HYDROZONE NO.	LANDSCAPE AREA (SQ. FT.)	PERCENT	PLANT TYPE	PLANT FACTOR (PF)	IRRIGATION TYPE	IRRIGATION EFFICIENCY (IE)	ACTUAL ETWU ESTIMATED WATER USE (GALLONS)
1	122,053	40%	SHRUB - MOD WATER USE	0.5	INLINE DRIP	85%	1,759,088
2	186,954	60%	SHRUB - LOW WATER USE	0.3	INLINE DRIP	85%	1,562,201
3	---	---	---	---	---	---	---
4	---	---	---	---	---	---	---

TOTAL SLA AREA (SQ. FT.) 309,007
TOTAL STANDARD AREA (SQ. FT.) 309,007
TOTAL LANDSCAPE AREA (SQ. FT.) 309,007
(ACRES) 7.09
STANDARD LANDSCAPE WATER USE (GALLONS) 3,340,329
ACTUAL TOTAL WATER ALLOWANCE (GALLONS) 3,340,329
(ACRE FEET) 10.25
SITING EFFICIENCY 90%
SITING ETAF 0.68
MAXIMUM ALLOWABLE WATER ALLOTMENT (GALLONS) 7,471,789
(ACRE FEET) 22.80

FORMULAS AS REQUIRED BY THE REVISED 2016 MODEL WATER EFFICIENT LANDSCAPE ORDINANCE:
WHEREAS:
MARA = MAXIMUM APPLIED WATER ALLOWED
ETWU (N) = ESTIMATED TOTAL WATER USE FOR EACH HYDROZONE (N)
LA = LANDSCAPE AREA (SQ. FT.)
ETAF = REFERENCE EVAPOTRANSPIRATION
ETAF = ET ADJUSTMENT FACTOR (4.0 FOR NON-RESIDENTIAL LANDSCAPES, 0.55 FOR RESIDENTIAL LANDSCAPES)
SLA = SPECIAL LANDSCAPE AREA (SQ. FT.) FOR RECYCLED WATER USE AND URBAN FOREST
PF = PLANT WATER USE FACTOR
IE = IRRIGATION EFFICIENCY
$$MARA = ETWU \times 0.2 \times (LA \times ETAF) + SLA \times (1 - ETAF)$$
$$ETWU(N) = \frac{(LA \times ETAF \times IE) + SLA \times (1 - ETAF)}{IE}$$

LANDSCAPE IRRIGATION WATER CALCULATION SUMMARY

POTABLE WATER USE:

THE IRRIGATION WATER ALLOTMENT PER THE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (2016 MWELO) IS 3.01 AF / YR

WATER USE CALCULATED BY THE MWEO FORMULA REQUIRES 2.99 AF / YR DUE TO USING 1.0 ET ADJUSTMENT FACTOR (WHICH IS HIGHER THAN ACTUAL FOR PASPALUM TURF WITH ROTOR IRRIGATION)

THE ACTUAL WATER USE IS 2.9 AF / YR USING PLANT COEFFICIENT OF PASPALUM AND IRRIGATION EFFICIENCY OF .70 FOR THE EVENT LAWN IRRIGATION

BOTH MWEO AND ACTUAL POTABLE WATER USES ARE LESS THAN THE ALLOTMENT ALLOWED.

RECYCLED WATER USE:

THE IRRIGATION WATER ALLOTMENT PER THE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE (2016 MWELO) IS 22.9 AF / YR

WATER USE CALCULATED BY THE MWEO FORMULA REQUIRES 22.9 AF / YR DUE TO USING 1.0 ET ADJUSTMENT FACTOR (WHICH IS HIGHER THAN ACTUAL FOR THE PROPOSED PLANT PALETTE AND IRRIGATION EFFICIENCIES)

ACTUAL WATER USE IS 10.3 AF / YR USING PLANT COEFFICIENTS OF THE PROPOSED PALETTE AND IRRIGATION EFFICIENCIES

ACTUAL RECYCLED WATER USE IS LESS THAN THE ALLOTMENT ALLOWED.

LANDSCAPE IRRIGATION SYSTEM DESIGN NARRATIVE

THE PROJECT WILL COMPLY WITH THE CITY OF SEASIDE MODEL WATER EFFICIENT ORDINANCE (MWELO) FOR NON-RESIDENTIAL APPLICATION. THE DESIGN CONTAINS SEVERAL ELEMENTS THAT WILL BE INCORPORATED INTO THE IRRIGATION SYSTEM TO PROMOTE THE CONSERVATION AND PRESERVATION OF WATER RESOURCES.

- THE INTERIOR TERRACE AREA OF THE RESORT WILL BE IRRIGATED WITH POTABLE WATER. THE REMAINING EXTERIOR / PERIMETER LANDSCAPE WILL BE IRRIGATED WITH RECYCLED WATER.
- IRRIGATION WATER DEMAND WILL NOT EXCEED THE MAXIMUM ALLOWABLE WATER ALLOTMENT (MAWA) USING AN AVERAGE EVAPOTRANSPIRATION RATE OF 39.0 INCHES PER YEAR (CIMIS ZONE 2) AND LANDSCAPE COEFFICIENT OF 0.45 AS REQUIRED BY THE STATE OF CALIFORNIA AND CITY OF SEASIDE MWELO.
- THE IRRIGATION SYSTEMS WILL INCLUDE A DEDICATED LANDSCAPE WATER METER CONNECTION
- EACH IRRIGATION SYSTEM WILL INCLUDE A MASTER ISOLATION VALVE AND FLOW SENSING / MONITORING CAPABILITIES
- THE POTABLE WATER IRRIGATION SYSTEM WILL INCLUDE A REDUCED PRESSURE BACKFLOW DEVICE AND PRESSURE REDUCING VALVE TO PROTECT THE UPSTREAM WATER SUPPLY
- IRRIGATION ZONES WILL BE SEPARATED BASED UPON PLANT WATER NEEDS, SLOPE, SUN EXPOSURE, AND SIMILAR APPLICATION RATES
- PLANT WATER NEEDS ARE BASED ON THE WATER USE CLASSIFICATION OF LANDSCAPE SPECIES (WUCLS IV) FOR THE LOCAL AREA
- EVENT LAWN TURF AREAS WILL BE IRRIGATED WITH HIGH EFFICIENCY ROTOR NOZZLES
- SHRUB AND GROUND COVER IRRIGATION WILL CONSIST OF INLINE, PRESSURE COMPENSATING DRIP TUBING WITH INTEGRAL CHECK VALVES
- TREES WILL HAVE DEEP WATERING MULTI-STREAM MICRO BUBBLER IRRIGATION ON 6 INCH POP-UP SPRINKLERS WITH SEPARATE CONTROL VALVES TO ACCOMMODATE SUPPLEMENTAL WATERING AS NEEDED
- THE CONTROLLER WILL BE A "SMART WATER APPLICATION TECHNOLOGY" (SWAT) IRRIGATION CONTROLLER THAT UTILIZES A CLOUD BASED WATER MANAGEMENT PROGRAMMING REFERENCE LOCAL ET DATA THROUGH INTERNET CONNECTION OR CELLULAR COMMUNICATIONS
- A RAIN SENSOR WILL BE INSTALLED

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Plant Legend

Proposed Tree Planting

Trees such as:

Botanical Name	Common Name
Acer palmatum	Japanese maple
Cercis occidentalis	Western Redbud
Cupressus macrocarpa	Monterey Cypress
Magnolia x soulangeana	Saucer Magnolia
Olea europaea	Olive
Pinus radiata	Monetrey Pine
Pinus torreyana	Torrey Pine
Pistacia chinensis	Chinese Pistache
Pyrus calleryana 'Bradford'	Bradford Pear
Quercus agrifolia	Coast Live Oak
Quercus douglasii	Blue Oak
Quercus wislizenii	Interior live oak
Umbellularia californica	California Laurel

Proposed Shrub Planting

Shrubs such as:

Botanical Name	Common Name
Abutilon palmeri	Indian Mallow
Achillea millefolium species	Common Yarrow
Adiantum species	Maidenhair Fern
Anemone x hybrida	Japanese Anemone
Arbutus unedo	Strawberry Tree
Arctostaphylos species	Manzanita
Arctostaphylos edmundsii	Little Sur Manzanita
Asclepias species"	Milkweed
Baccharis pilularis	Dwarf Coyote Brush
Calycanthus occidentalis	Spice Bush
Carpenteria californica	Bush Anemone
Ceanothus thyrsiflorus	Carmel Ceanothus
Cercocarpus species	Mountain Mahogany
Clematis species	Clematis
Encelia californica	California Sunflower
Feijoa sellowiana	Pineapple Guava
Ficus pumila	Creeping Fig
Frangula californica	Coffeeberry
Fremontodendron	Flannel Bush
Heteromeles arbutifolia	Toyon
Heuchera species	Coral Bells
Iris douglasiana	Douglas Iris
Iris douglasiana 'Pacific Coast Hybrid'	Iris
Juncus species	Rush
Myrica californica	Pacific Wax Myrtle
Myrtus communis	Myrtle
Olea europaea 'little Ollie'	Olive
Parthenocissus tricuspidata	Boston Ivy
Polystichum species	No Common Name
Rhus integrifolia	Lemonade Berry
Ribes species	Currant
Romneya coulteri	Matilija Poppy
Rosa species	Rose
Rosa californica	California Wildrose
Rosmarinus species	Rosemary
Salvia species	Sage
Teucrium fruticans	Bush Germander
Viburnum species	No Common Name
Vitis californica	California Wild Grape
Vitis species	Grape
Wisteria sinensis	Chinese Wisteria
Westringia fruticosa	Coast Rosemary
Woodwardia fimbriata	Giant Chain Fern

Grasses such as:

Carex species	Sedge
Festuca species	Fescue
Juncus patens	Muhly
Muhlenbergia species	Needle Grass
Nasella species	

Vines and Espaliers such as:

Botanical Name	Common Name
Bougainvillea 'Barbara Karst'	No Common Name
Bougainvillea 'Barbara Karst'	No Common Name
Ficus carica	Edible Fig
Grewia occidentalis	Lavender Starflower
Parthenocissus tricuspidata	Boston Ivy
Bougainvillea 'La Jolla'	No Common Name
Vitis species	White Grape
Trachelospermum jasminoides	Star Jasmine

Lawn

Botanical Name	Common Name
Sea Isle Supreme	Seashore Paspalum (Sod)

Water Efficient Landscaping Notes

- 1. Invasive plants will not be installed
- 2. Turf will not be installed on slopes exceeding 15%
- 3. Turf shall not be installed in planter areas 8 feet or less in width
- 4. Similar water use plants will be grouped together in hydrozones
- 5. Plant selections will not cause the projects estimated total water demand to exceed the Maximum Applied Water Allowance.
- 6. A minimum of 8 inches of non-mechanically compacted soil shall be provided for water absorption and root growth in planted areas, except within tree driplines that are to be preserved.
- 7. A minimum of a 3 inch layer of porous mulch, creeping or rooting groundcovers or direct seeding applications. shall be applied to all exposed soil surfaces of non-turf areas within the landscaped area.
- 8. Compost or natural fertilizer incorporated into the soil to a minimum depth of 8 inches at a minimum rate of 6 cubic yards per 1,000 square feet or per specific amendment recommendations from a soils laboratory report, except within the driplines of trees that are to be preserved.



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GRAND HYATT | SEASIDE

INCLUDE WAY
SEASIDE, CALIFORNIA, 93955

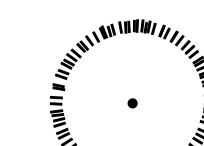
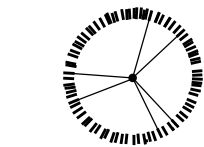
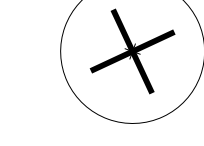
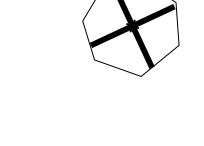
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SUBMITTAL
09.02.2022
REVISIONS

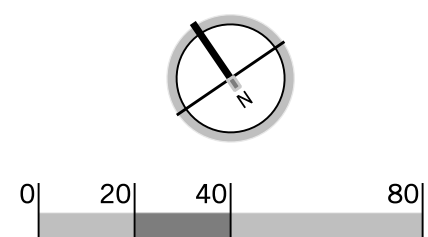
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PLANT
SCHEDULE

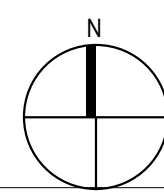
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-  Existing Cypress tree to be preserved
-  Existing miscellaneous tree to be preserved
-  Existing Cypress tree to be removed
-  Existing miscellaneous tree to be removed



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LEVEL 01 - OVERALL FLOOR PLAN

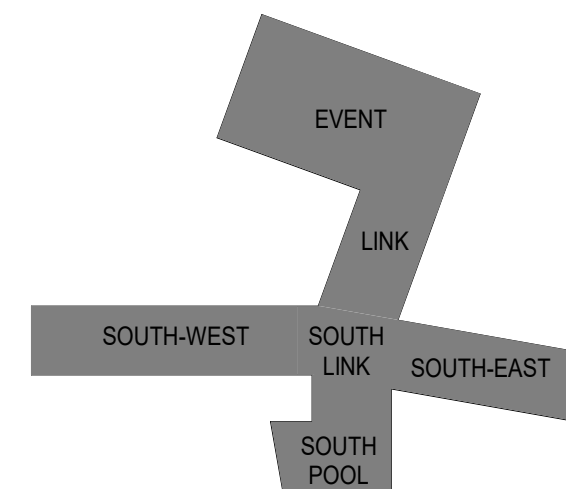
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GENERAL ARCHITECTURAL NOTES

1. ALL INTERIOR CAST IN PLACE CONCRETE WALLS SHALL BE 12 INCHES NOMINAL THICKNESS, UNLESS NOTED OTHERWISE.
2. PARTITION TYPES SHALL BE DESIGNATED ON FLOOR PLANS (XX, X, XX), THUS, SEE SHEET A0.3 FOR WALL TYPES. ALL INTERIOR PARTITIONS ARE WALL TYPE SA.3.20 UNLESS NOTED OTHERWISE.
3. ALL MASONRY WALLS AND INTERIOR STUD WALLS SHALL EXTEND TO UNDERSIDE OF FLOOR OR ROOF DECK ABOVE UNLESS NOTED OTHERWISE. PER PARTITION TYPE.
4. PROVISIONS SHALL BE MADE AT ALL FULL HEIGHT NON-BEARING WALLS FOR 1-INCH VERTICAL MOVEMENT OF THE BUILDING STRUCTURE WITHOUT TRANSFER OF COMPRESSIVE LOADS TO WALL. FILL IRREGULARITIES BETWEEN TOP OF WALL AND DECK ABOVE WITH MINERAL WOOL INSULATION OR FIRE STOPPING MATERIALS AS REQUIRED TO MEET FIRE RATING OF RESPECTIVE WALLS. SEE DETAILS ON SHEET 20.X.
5. SEE STRUCTURAL DRAWINGS FOR BRACING OF NON-LOAD BEARING MASONRY WALLS.
6. FURNISH AND INSTALL FIRE-TREATED WOOD BLOCKING OR METAL BACKING PLATE IN METAL STUD PARTITIONS FOR THE PROPER ANCHORAGE OF ALL WALL ATTACHED ITEMS, I.E. TOILET ACCESSORIES, CASEWORK, MILLWORK, WALL-MOUNTED FIXTURES, MARKER BOARDS, TACK BOARDS, DOOR STOPS, AUDIO VISUAL BRACKETS, AND OTHER WALL ATTACHED ITEMS.
7. GYPSUM BOARD SURFACES SHALL BE SOLATED WITH CONTROL JOINTS WHERE SHOWN ON DRAWINGS AND AS DESCRIBED IN THE SPECIFICATIONS.
8. STONE VENEER CONTROL JOINTS (CJ) AND CONTROL JOINTS ABOVE (CJA) SHALL BE LOCATED AS SHOWN ON THE FLOOR PLAN AND BUILDING ELEVATIONS, AND WHERE STONE VENEER WALLS BEARING ON THE CONCRETE FLOOR SLAB ABOUT STONE VENEER WALLS BEARING ON CONCRETE FOOTINGS OR AS INDICATED ON DRAWINGS.
9. ALL EXTERIOR BALCONIES WILL RECEIVE A WATERPROOF COATING.
10. INTERIOR PARKING SLABS WILL HAVE A TRAFFIC COATING.
11. EXTEND FURRING CHANNELS AND GYPSUM BOARD UP 4 INCHES ABOVE FINISHED CEILING ON CMU OR CAST IN PLACE CONCRETE WALLS.
12. SCRIBE GYPSUM WALL BOARD OF WALLS AND PARTITIONS TO IRREGULARITIES OF DECK ABOVE. SEAL TIGHTLY AROUND ALL PENETRATIONS.
13. PROVIDE SEISMIC BRACING FOR SUSPENDED CEILINGS OR AS SHOWN ON THE DRAWINGS.
14. OVERALL FINISH PLANS ARE LOCATED IN THE A.12.X SERIES, OVERALL FF&E PLANS ARE SHOWN IN THE A.13.X SERIES.
15. BACK OF HOUSE AREAS CEILINGS ARE PAINTED EXPOSED STRUCTURE UNO.

REFERENCE KEYNOTES

KEY PLAN



75-2208-00

LEVEL 1 -
OVERALL FLOOR
PLAN

A1.1

REFER TO LANDSCAPE
PLANS FOR TERRACE AREA
AND OVERALL SITE PLAN
FOR DRIVE UP DROP OFFS

UNRECORDED

UNRECORDED

UNRECORDED

UNRECORDED

ED

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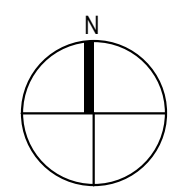
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LEVEL 02 - OVERALL FLOOR PLAN

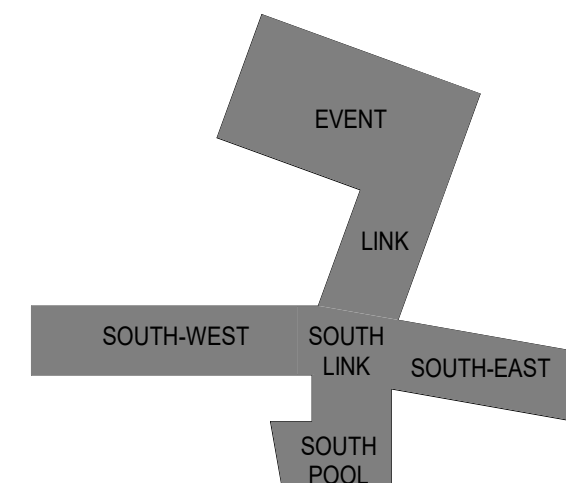
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GENERAL ARCHITECTURAL NOTES

- ALL INTERIOR CAST IN PLACE CONCRETE WALLS SHALL BE 12 INCHES NOMINAL THICKNESS, UNLESS NOTED OTHERWISE.
- PARTITION TYPES SHALL BE DESIGNATED ON FLOOR PLANS (XX, X, XX). THUS: SEE SHEET A0.3 FOR WALL TYPES. ALL INTERIOR PARTITIONS ARE WALL TYPE SA.3.20 UNLESS NOTED OTHERWISE.
- ALL MASONRY WALLS AND INTERIOR STUD WALLS SHALL EXTEND TO UNDERSIDE OF FLOOR OR ROOF DECK ABOVE UNLESS NOTED OTHERWISE, PER PARTITION TYPE.
- PROVISIONS SHALL BE MADE AT ALL FULL HEIGHT NON-BEARING WALLS FOR 1-INCH VERTICAL MOVEMENT OF THE BUILDING STRUCTURE WITHOUT TRANSFER OF COMPRESSIVE LOADS TO WALL. FILL IRREGULARITIES BETWEEN TOP OF WALL AND DECK ABOVE WITH MINERAL WOOL INSULATION OR FIRE STOPPING MATERIALS AS REQUIRED TO MEET FIRE RATING OF RESPECTIVE WALLS. SEE DETAILS ON SHEET 20.2.
- SEE STRUCTURAL DRAWINGS FOR BRACING OF NON-LOAD BEARING MASONRY WALLS.
- FURNISH AND INSTALL FIRE-TREATED WOOD BLOCKING OR METAL BACKING PLATE IN METAL STUD PARTITIONS FOR THE PROPER ANCHORAGE OF ALL WALL ATTACHED ITEMS, I.E. TOILET ACCESSORIES, CASEWORK, MILLWORK, WALL-MOUNTED FIXTURES, MARKER BOARDS, TACK BOARDS, DOOR STOPS, AUDIO VISUAL BRACKETS, AND OTHER WALL ATTACHED ITEMS.
- GYPSUM BOARD SURFACES SHALL BE ISOLATED WITH CONTROL JOINTS WHERE SHOWN ON DRAWINGS AND AS DESCRIBED IN THE SPECIFICATIONS.
- STONE VENEER CONTROL JOINTS (CJ) AND CONTROL JOINTS ABOVE (CJA) SHALL BE LOCATED AS SHOWN ON THE FLOOR PLAN AND BUILDING ELEVATIONS, AND WHERE STONE VENEER WALLS BEARING ON THE CONCRETE FLOOR SLAB ABUT STONE VENEER WALLS BEARING ON CONCRETE FOOTINGS OR AS INDICATED ON DRAWINGS.
- ALL EXTERIOR BALCONIES WILL RECEIVE A WATERPROOF COATING.
- INTERIOR PARKING SLABS WILL HAVE A TRAFFIC COATING.
- EXTEND FURRING CHANNELS AND GYPSUM BOARD UP 4 INCHES ABOVE FINISHED CEILING ON CMU OR CAST IN PLACE CONCRETE WALLS.
- SCRIBE GYPSUM WALL BOARD OF WALLS AND PARTITIONS TO IRREGULARITIES OF DECK ABOVE. SEAL TIGHTLY AROUND ALL PENETRATIONS.
- PROVIDE SEISMIC BRACING FOR SUSPENDED CEILINGS OR AS SHOWN ON THE DRAWINGS.
- OVERALL FINISH PLANS ARE LOCATED IN THE A.12.X SERIES. OVERALL FF&E PLANS ARE SHOWN IN THE A.13.X SERIES.
- BACK OF HOUSE AREAS CEILINGS ARE PAINTED EXPOSED STRUCTURE UNO.

REFERENCE KEYNOTES

KEY PLAN



CITY OF SEASIDE
SUBMITTAL
09 02 2022
REVISIONS

75-22008-00

LEVEL 2 -
OVERALL FLOOR
PLAN

A1.2

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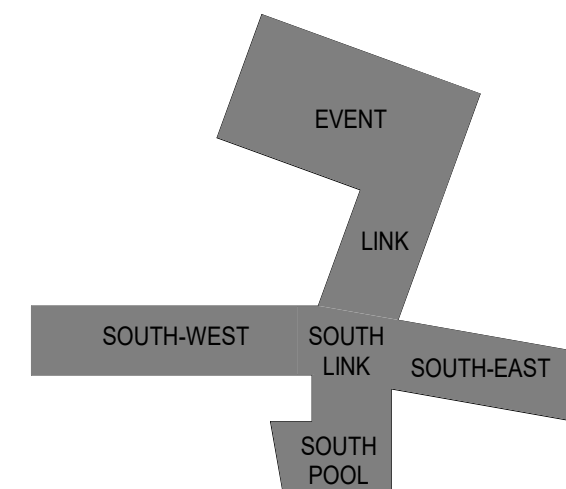
 LEVEL 03 - OVERALL FLOOR PLAN
SCALE: 3/64" = 1'-0"

GENERAL ARCHITECTURAL NOTES

1. ALL INTERIOR CAST IN PLACE CONCRETE WALLS SHALL BE 12 INCHES NOMINAL THICKNESS, UNLESS NOTED OTHERWISE.
2. PARTITION TYPES SHALL BE DESIGNATED ON FLOOR PLANS (XX, X, XX) THUS: SEE SHEET A0.3 FOR WALL TYPES. ALL INTERIOR PARTITIONS ARE WALL TYPE SA.3.20 UNLESS NOTED OTHERWISE.
3. ALL MASONRY WALLS AND INTERIOR STUD WALLS SHALL EXTEND TO UNDERSIDE OF FLOOR OR ROOF DECK ABOVE UNLESS NOTED OTHERWISE, PER PARTITION TYPE.
4. PROVISIONS SHALL BE MADE AT ALL FULL HEIGHT NON-BEARING WALLS FOR 1-INCH VERTICAL MOVEMENT OF THE BUILDING STRUCTURE WITHOUT TRANSFER OF COMPRESSIVE LOADS TO WALL. FILL IRREGULARITIES BETWEEN TOP OF WALL AND DECK ABOVE WITH MINERAL WOOL INSULATION OR FIRE STOPPING MATERIALS AS REQUIRED TO MEET FIRE RATINGS OF RESPECTIVE WALLS. SEE DETAILS ON SHEET XX.X.
5. SEE STRUCTURAL DRAWINGS FOR BRACING OF NON-LOAD BEARING MASONRY WALLS.
6. FURNISH AND INSTALL FIRE-TREATED WOOD BLOCKING OR METAL BACKING PLATE IN METAL STUD PARTITIONS FOR THE PROPER ANCHORAGE OF ALL WALL ATTACHED ITEMS, I.E. TOILET ACCESSORIES, CASEWORK, MILLWORK, WALL-MOUNTED FIXTURES, MARKER BOARDS, TACK BOARDS, DOOR STOPS, AUDIO VISUAL BRACKETS, AND OTHER WALL ATTACHED ITEMS.
7. GYPSUM BOARD SURFACES SHALL BE ISOLATED WITH CONTROL JOINTS WHERE SHOWN ON DRAWINGS AND AS DESCRIBED IN THE SPECIFICATIONS.
8. STONE VENEER CONTROL JOINTS (CJ) AND CONTROL JOINTS ABOVE (CJA) SHALL BE LOCATED AS SHOWN ON THE FLOOR PLAN AND BUILDING ELEVATIONS, AND WHERE STONE VENEER WALLS BEARING ON THE CONCRETE FLOOR SLAB ABUT STONE VENEER WALLS BEARING ON CONCRETE FOOTINGS OR AS INDICATED ON DRAWINGS.
9. ALL EXTERIOR BALCONIES WILL RECEIVE A WATERPROOF COATING.
10. INTERIOR PARKING SLABS WILL HAVE A TRAFFIC COATING.
11. EXTEND FURRING CHANNELS AND GYPSUM BOARD UP 4 INCHES ABOVE FINISHED CEILING ON CMU OR CAST IN PLACE CONCRETE WALLS.
12. SCRIBE GYPSUM WALL BOARD OF WALLS AND PARTITIONS TO IRREGULARITIES OF DECK ABOVE. SEAL TIGHTLY AROUND ALL PENETRATIONS.
13. PROVIDE SEISMIC BRACING FOR SUSPENDED CEILINGS OR AS SHOWN ON THE DRAWINGS.
14. OVERALL FINISH PLANS ARE LOCATED IN THE A.12.X SERIES, OVERALL FF&E PLANS ARE SHOWN IN THE A.13.X SERIES.
15. BACK OF HOUSE AREAS CEILINGS ARE PAINTED EXPOSED STRUCTURE UNO

REFERENCE KEYNOTES

KEY PLAN



CITY OF SEASIDE
SUBMITTAL
09 02 2022
REVISIONS

75-22608-00

LEVEL 3 -
OVERALL FLOOR
PLAN

A1.3

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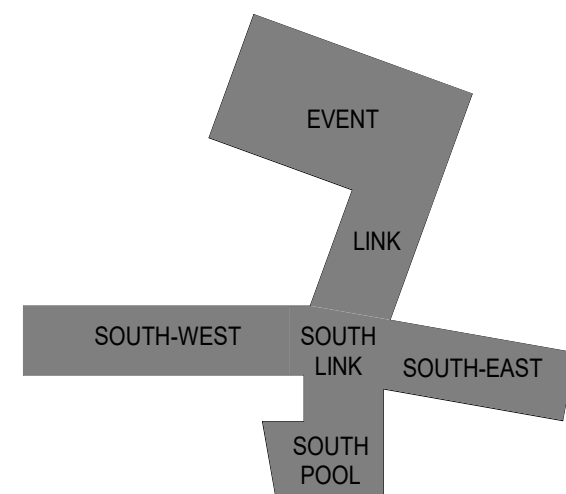
 LEVEL 04 - OVERALL FLOOR PLAN
SCALE: 3/64" = 1'-0"

GENERAL ARCHITECTURAL NOTES

1. ALL INTERIOR CAST IN PLACE CONCRETE WALLS SHALL BE 12 INCHES NOMINAL THICKNESS, UNLESS NOTED OTHERWISE.
2. PARTITION TYPES SHALL BE DESIGNATED ON FLOOR PLANS (XX.X.XX). THUS: SEE SHEET A0.3 FOR WALL TYPES. ALL INTERIOR PARTITIONS ARE WALL TYPE SA.3.20 UNLESS NOTED OTHERWISE.
3. ALL MASONRY WALLS AND INTERIOR STUD WALLS SHALL EXTEND TO UNDERSIDE OF FLOOR OR ROOF DECK ABOVE UNLESS NOTED OTHERWISE, PER PARTITION TYPE.
4. PROVISIONS SHALL BE MADE AT ALL FULL HEIGHT NON-BEARING WALLS FOR 1-INCH VERTICAL MOVEMENT OF THE BUILDING STRUCTURE WITHOUT TRANSFER OF COMPRESSIVE LOADS TO WALL. FILL IRREGULARITIES BETWEEN TOP OF WALL AND DECK ABOVE WITH MINERAL WOOL INSULATION OR FIRE STOPPING MATERIALS AS REQUIRED TO MEET FIRE RATING OF RESPECTIVE WALLS. SEE DETAILS ON SHEET 20.X.
5. SEE STRUCTURAL DRAWINGS FOR BRACING OF NON-LOAD BEARING MASONRY WALLS.
6. FURNISH AND INSTALL FIRE-TREATED WOOD BLOCKING OR METAL BACKING PLATE IN METAL STUD PARTITIONS FOR THE PROPER ANCHORAGE OF ALL WALL ATTACHED ITEMS, I.E. TOILET ACCESSORIES, CASEWORK, MILLWORK, WALL MOUNTED FIXTURES, MARKER BOARDS, TACK BOARDS, DOOR STOPS, AUDIO VISUAL BRACKETS, AND OTHER WALL ATTACHED ITEMS.
7. GYPSUM BOARD SURFACES SHALL BE ISOLATED WITH CONTROL JOINTS WHERE SHOWN ON DRAWINGS AND AS DESCRIBED IN THE SPECIFICATIONS.
8. STONE VENEER CONTROL JOINTS (CJ) AND CONTROL JOINTS ABOVE (CJA) SHALL BE LOCATED AS SHOWN ON THE FLOOR PLAN AND BUILDING ELEVATIONS, AND WHERE STONE VENEER WALLS BEARING ON THE CONCRETE FLOOR SLAB ABUT STONE VENEER WALLS BEARING ON CONCRETE FOOTINGS OR AS INDICATED ON DRAWINGS.
9. ALL EXTERIOR BALCONIES WILL RECEIVE A WATERPROOF COATING.
10. INTERIOR PARKING SLABS WILL HAVE A TRAFFIC COATING.
11. EXTEND FURRING CHANNELS AND GYPSUM BOARD UP 4 INCHES ABOVE FINISHED CEILING ON CMU OR CAST IN PLACE CONCRETE WALLS.
12. SCRIBE GYPSUM WALL BOARD OF WALLS AND PARTITIONS TO IRREGULARITIES OF DECK ABOVE. SEAL TIGHTLY AROUND ALL PENETRATIONS.
13. PROVIDE SEISMIC BRACING FOR SUSPENDED CEILINGS OR AS SHOWN ON THE DRAWINGS.
14. OVERALL FINISH PLANS ARE LOCATED IN THE A.12.X SERIES. OVERALL F&E PLANS ARE SHOWN IN THE A.13.X SERIES.
15. BACK OF HOUSE AREAS CEILINGS ARE PAINTED EXPOSED STRUCTURE UNO

REFERENCE KEYNOTES

KEY PLAN



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LEVEL 4 -
OVERALL FLOOR
PLAN

A1.4

GRAND HYATT | SEASIDE

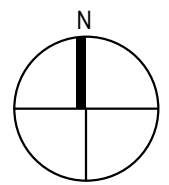
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REVISIONS

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LEVEL 4 -
OVERALL FLOOR
PLAN

A1.4

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LEVEL 5 - OVERALL FLOOR PLAN

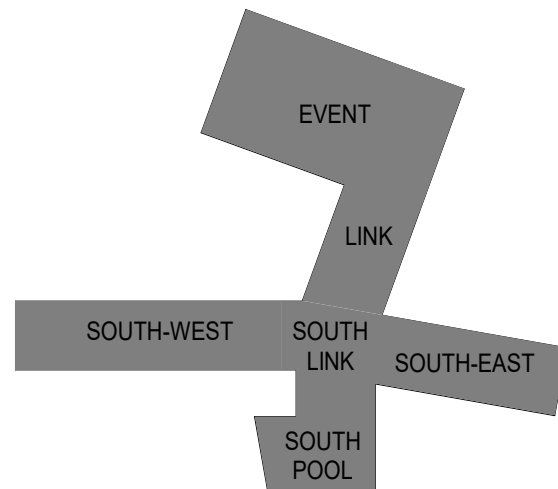
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GENERAL ARCHITECTURAL NOTES

- ALL INTERIOR CAST IN PLACE CONCRETE WALLS SHALL BE 12 INCHES NOMINAL THICKNESS, UNLESS NOTED OTHERWISE.
- PARTITION TYPES SHALL BE DESIGNATED ON FLOOR PLANS (XX_X_XX). THUS: SEE SHEET A0.3 FOR WALL TYPES. ALL INTERIOR PARTITIONS ARE WALL TYPE SA.3.20 UNLESS NOTED OTHERWISE.
- ALL MASONRY WALLS AND INTERIOR STUD WALLS SHALL EXTEND TO UNDERSIDE OF FLOOR OR ROOF DECK ABOVE UNLESS NOTED OTHERWISE, PER PARTITION TYPE.
- PROVISIONS SHALL BE MADE AT ALL FULL HEIGHT NON-BEARING WALLS FOR 1-INCH VERTICAL MOVEMENT OF THE BUILDING STRUCTURE WITHOUT TRANSFER OF COMPRESSIVE LOADS TO WALL. FILL IRREGULARITIES BETWEEN TOP OF WALL AND DECK ABOVE WITH MINERAL WOOL INSULATION OR FIRE STOPPING MATERIALS AS REQUIRED TO MEET FIRE RATING OF RESPECTIVE WALLS. SEE DETAILS ON SHEET 20.X.
- SEE STRUCTURAL DRAWINGS FOR BRACING OF NON-LOAD BEARING MASONRY WALLS.
- FURNISH AND INSTALL FIRE-TREATED WOOD BLOCKING OR METAL BACKING PLATE IN METAL STUD PARTITIONS FOR THE PROPER ANCHORAGE OF ALL WALL ATTACHED ITEMS, I.E. TOILET ACCESSORIES, CASEWORK, MILLWORK, WALL MOUNTED FIXTURES, MARKER BOARDS, TACK BOARDS, DOOR STOPS, AUDIO VISUAL BRACKETS, AND OTHER WALL ATTACHED ITEMS.
- GYPSUM BOARD SURFACES SHALL BE ISOLATED WITH CONTROL JOINTS WHERE SHOWN ON DRAWINGS AND AS DESCRIBED IN THE SPECIFICATIONS.
- STONE VENEER CONTROL JOINTS (CJ) AND CONTROL JOINTS ABOVE (CJA) SHALL BE LOCATED AS SHOWN ON THE FLOOR PLAN AND BUILDING ELEVATIONS, AND WHERE STONE VENEER WALLS BEARING ON THE CONCRETE FLOOR SLAB ADJUT STONE VENEER WALLS BEARING ON CONCRETE FOOTINGS OR AS INDICATED ON DRAWINGS.
- ALL EXTERIOR BALCONIES WILL RECEIVE A WATERPROOF COATING.
- INTERIOR PARKING SLABS WILL HAVE A TRAFFIC COATING.
- EXTEND FURRING CHANNELS AND GYPSUM BOARD UP 4 INCHES ABOVE FINISHED CEILING ON CMU OR CAST IN PLACE CONCRETE WALLS.
- SCRIBE GYPSUM WALL BOARD OF WALLS AND PARTITIONS TO IRREGULARITIES OF DECK ABOVE. SEAL TIGHTLY AROUND ALL PENETRATIONS.
- PROVIDE SEISMIC BRACING FOR SUSPENDED CEILINGS OR AS SHOWN ON THE DRAWINGS.
- OVERALL FINISH PLANS ARE LOCATED IN THE A.12.X SERIES. OVERALL F&E PLANS ARE SHOWN IN THE A.13.X SERIES.
- BACK OF HOUSE AREAS CEILINGS ARE PAINTED EXPOSED STRUCTURE UNO

REFERENCE KEYNOTES

KEY PLAN



75-2206-00
LEVEL 5 -
OVERALL FLOOR
PLAN

A1.5

CITY OF SEASIDE
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09 02 2022
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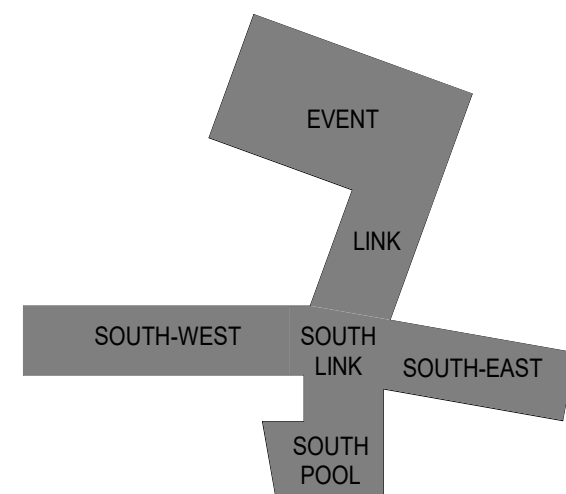
 LEVEL 06 - FLOOR PLAN
SCALE: 3/8" = 1'-0"

GENERAL ARCHITECTURAL NOTES

1. ALL INTERIOR CAST IN PLACE CONCRETE WALLS SHALL BE 12 INCHES NOMINAL THICKNESS, UNLESS NOTED OTHERWISE.
2. PARTITION TYPES SHALL BE DESIGNATED ON FLOOR PLANS (XX.X.XX) THUS: SEE SHEET A0.3 FOR WALL TYPES. ALL INTERIOR PARTITIONS ARE WALL TYPE SA.3.20 UNLESS NOTED OTHERWISE.
3. ALL MASONRY WALLS AND INTERIOR STUD WALLS SHALL EXTEND TO UNDERSIDE OF FLOOR OR ROOF DECK ABOVE UNLESS NOTED OTHERWISE, PER PARTITION TYPE.
4. PROVISIONS SHALL BE MADE AT ALL FULL HEIGHT NON-BEARING WALLS FOR 1-INCH VERTICAL MOVEMENT OF THE BUILDING STRUCTURE WITHOUT TRANSFER OF COMPRESSIVE LOADS TO WALL. FILL IRREGULARITIES BETWEEN TOP OF WALL AND DECK ABOVE WITH MINERAL WOOL INSULATION OR FIRE STOPPING MATERIALS AS REQUIRED TO MEET FIRE RATING OF RESPECTIVE WALLS. SEE DETAILS ON SHEET 20.X.
5. SEE STRUCTURAL DRAWINGS FOR BRACING OF NON-LOAD BEARING MASONRY WALLS.
6. FURNISH AND INSTALL FIRE-TREATED WOOD BLOCKING OR METAL BACKING PLATE IN METAL STUD PARTITIONS FOR THE PROPER ANCHORAGE OF ALL WALL ATTACHED ITEMS, I.E. TOILET ACCESSORIES, CASEWORK, MILLWORK, WALL MOUNTED FIXTURES, MARKER BOARDS, TACK BOARDS, DOOR STOPS, AUDIO VISUAL BRACKETS, AND OTHER WALL ATTACHED ITEMS.
7. GYPSUM BOARD SURFACES SHALL BE ISOLATED WITH CONTROL JOINTS WHERE SHOWN ON DRAWINGS AND AS DESCRIBED IN THE SPECIFICATIONS.
8. STONE VENEER CONTROL JOINTS (CJ) AND CONTROL JOINTS ABOVE (CJA) SHALL BE LOCATED AS SHOWN ON THE FLOOR PLAN AND BUILDING ELEVATIONS, AND WHERE STONE VENEER WALLS BEARING ON THE CONCRETE FLOOR SLAB ABUT STONE VENEER WALLS BEARING ON CONCRETE FOOTINGS OR AS INDICATED ON DRAWINGS.
9. ALL EXTERIOR BALCONIES WILL RECEIVE A WATERPROOF COATING.
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11. EXTEND FURRING CHANNELS AND GYPSUM BOARD UP 4 INCHES ABOVE FINISHED CEILING ON CMU OR CAST IN PLACE CONCRETE WALLS.
12. SCRIBE GYPSUM WALL BOARD OF WALLS AND PARTITIONS TO IRREGULARITIES OF DECK ABOVE. SEAL TIGHTLY AROUND ALL PENETRATIONS.
13. PROVIDE SEISMIC BRACING FOR SUSPENDED CEILINGS OR AS SHOWN ON THE DRAWINGS.
14. OVERALL FINISH PLANS ARE LOCATED IN THE A.12.X SERIES. OVERALL F&E PLANS ARE SHOWN IN THE A.13.X SERIES.
15. BACK OF HOUSE AREAS CEILINGS ARE PAINTED EXPOSED STRUCTURE UNO

REFERENCE KEYNOTES

KEY PLAN



75-22908-00
**LEVEL 6 -
OVERALL FLOOR
PLAN**

A1.6

GRAND HYATT | SEASIDE

**CITY OF SEASIDE
SUBMITTAL**
09 02 2022
REVISIONS

INCLUDE WAY
SEASIDE, CALIFORNIA 95555

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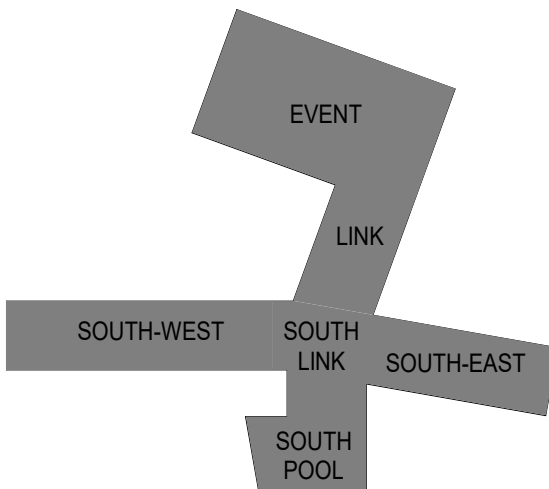
 LEVEL 07 - FLOOR PLAN
SCALE: 3/8" = 1'-0"

GENERAL ARCHITECTURAL NOTES

1. ALL INTERIOR CAST IN PLACE CONCRETE WALLS SHALL BE 12 INCHES NOMINAL THICKNESS, UNLESS NOTED OTHERWISE.
2. PARTITION TYPES SHALL BE DESIGNATED ON FLOOR PLANS (XX_X_XX). THUS: SEE SHEET A0.3 FOR WALL TYPES. ALL INTERIOR PARTITIONS ARE WALL TYPE SA.3.20 UNLESS NOTED OTHERWISE.
3. ALL MASONRY WALLS AND INTERIOR STUD WALLS SHALL EXTEND TO UNDERSIDE OF FLOOR OR ROOF DECK ABOVE UNLESS NOTED OTHERWISE, PER PARTITION TYPE.
4. PROVISIONS SHALL BE MADE AT ALL FULL HEIGHT NON-BEARING WALLS FOR 1-INCH VERTICAL MOVEMENT OF THE BUILDING STRUCTURE WITHOUT TRANSFER OF COMPRESSIVE LOADS TO WALL. FILL IRREGULARITIES BETWEEN TOP OF WALL AND DECK ABOVE WITH MINERAL WOOL INSULATION OR FIRE STOPPING MATERIALS AS REQUIRED TO MEET FIRE RATING OF RESPECTIVE WALLS. SEE DETAILS ON SHEET 20.X.
5. SEE STRUCTURAL DRAWINGS FOR BRACING OF NON-LOAD BEARING MASONRY WALLS.
6. FURNISH AND INSTALL FIRE-TREATED WOOD BLOCKING OR METAL BACKING PLATE IN METAL STUD PARTITIONS FOR THE PROPER ANCHORAGE OF ALL WALL ATTACHED ITEMS, I.E. TOILET ACCESSORIES, CASEWORK, MILLWORK, WALL MOUNTED FIXTURES, MARKER BOARDS, TACK BOARDS, DOOR STOPS, AUDIO VISUAL BRACKETS, AND OTHER WALL ATTACHED ITEMS.
7. GYPSUM BOARD SURFACES SHALL BE ISOLATED WITH CONTROL JOINTS WHERE SHOWN ON DRAWINGS AND AS DESCRIBED IN THE SPECIFICATIONS.
8. STONE VENEER CONTROL JOINTS (CJ) AND CONTROL JOINTS ABOVE (CJA) SHALL BE LOCATED AS SHOWN ON THE FLOOR PLAN AND BUILDING ELEVATIONS, AND WHERE STONE VENEER WALLS BEARING ON THE CONCRETE FLOOR SLAB ABUT STONE VENEER WALLS BEARING ON CONCRETE FOOTINGS OR AS INDICATED ON DRAWINGS.
9. ALL EXTERIOR BALCONIES WILL RECEIVE A WATERPROOF COATING.
10. INTERIOR PARKING SLABS WILL HAVE A TRAFFIC COATING.
11. EXTEND FURRING CHANNELS AND GYPSUM BOARD UP 4 INCHES ABOVE FINISHED CEILING ON CMU OR CAST IN PLACE CONCRETE WALLS.
12. SCRIBE GYPSUM WALL BOARD OF WALLS AND PARTITIONS TO IRREGULARITIES OF DECK ABOVE. SEAL TIGHTLY AROUND ALL PENETRATIONS.
13. PROVIDE SEISMIC BRACING FOR SUSPENDED CEILINGS OR AS SHOWN ON THE DRAWINGS.
14. OVERALL FINISH PLANS ARE LOCATED IN THE A.12.X SERIES. OVERALL F&E PLANS ARE SHOWN IN THE A.13.X SERIES.
15. BACK OF HOUSE AREAS CEILINGS ARE PAINTED EXPOSED STRUCTURE UNO

REFERENCE KEYNOTES

KEY PLAN



75-2208-00

**LEVEL 7
-OVERALL FLOOR
PLAN**

A1.7

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INCLUDE WAY
SEASIDE, CALIFORNIA 95555

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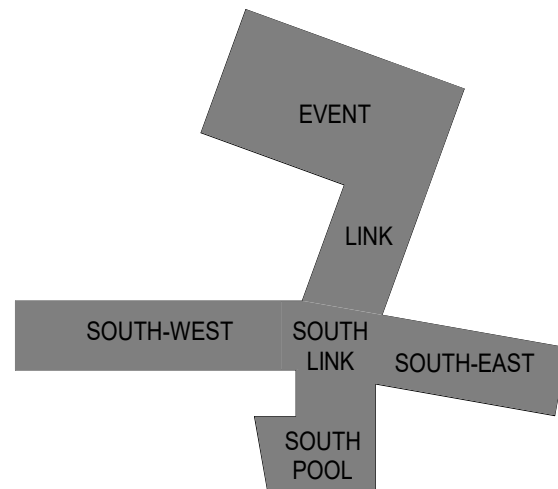
 LEVEL 08 - FLOOR PLAN
SCALE: 3/64" = 1'-0"

GENERAL ARCHITECTURAL NOTES

- ALL INTERIOR CAST IN PLACE CONCRETE WALLS SHALL BE 12 INCHES NOMINAL THICKNESS, UNLESS NOTED OTHERWISE.
- PARTITION TYPES SHALL BE DESIGNATED ON FLOOR PLANS (XX, X, XX). THUS: SEE SHEET A0.3 FOR WALL TYPES. ALL INTERIOR PARTITIONS ARE WALL TYPE SA.3.20 UNLESS NOTED OTHERWISE.
- ALL MASONRY WALLS AND INTERIOR STUD WALLS SHALL EXTEND TO UNDERSIDE OF FLOOR OR ROOF DECK ABOVE UNLESS NOTED OTHERWISE, PER PARTITION TYPE.
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- OVERALL FINISH PLANS ARE LOCATED IN THE A.12.X SERIES. OVERALL FF&E PLANS ARE SHOWN IN THE A.13.X SERIES.
- BACK OF HOUSE AREAS CEILINGS ARE PAINTED EXPOSED STRUCTURE UNO.

REFERENCE KEYNOTES

KEY PLAN



75-22608-00
LEVEL 8 -
OVERALL FLOOR
PLAN

A1.8

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SEASIDE, CALIFORNIA 95555

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3

4

5

 OVERALL ROOF PLAN
SCALE: 3/8" = 1'-0"

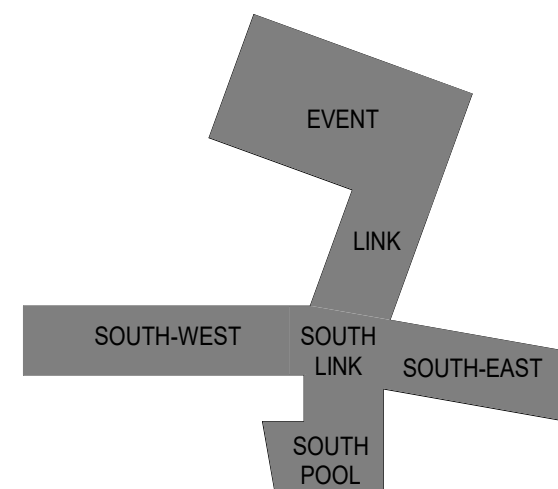
GENERAL ARCHITECTURAL NOTES

- ALL INTERIOR CAST IN PLACE CONCRETE WALLS SHALL BE 12 INCHES NOMINAL THICKNESS, UNLESS NOTED OTHERWISE.
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- BACK OF HOUSE AREAS CEILINGS ARE PAINTED EXPOSED STRUCTURE UNO

REFERENCE KEYNOTES

- | | |
|-----|---|
| R5 | PRIVATE ROOF TOP TERRACE WITH PAVERS, OVERHEAD TRELLIS AND PLANTERS |
| R7 | ROOF DRAIN AND OVERFLOW ROOF DRAIN |
| R9 | SOLAR READY ZONE WITH AREA NO LESS THAN 15% OF TOTAL ROOF AREA. |
| R10 | ROOF ACCESS HATCH |
| R11 | 6" ROOF EXPANSION JOINT |

KEY PLAN



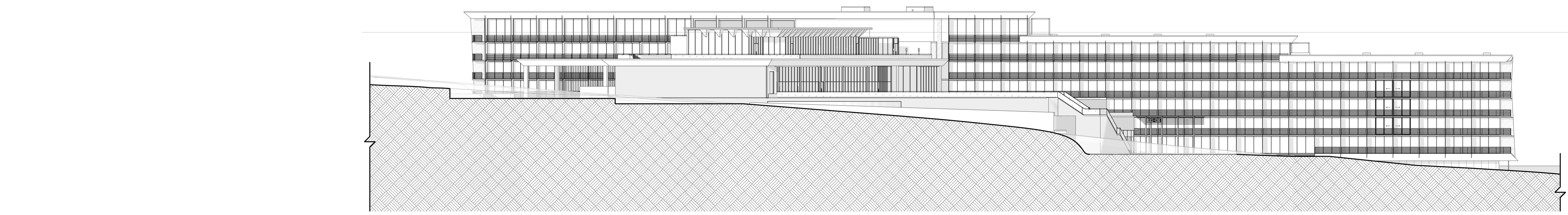
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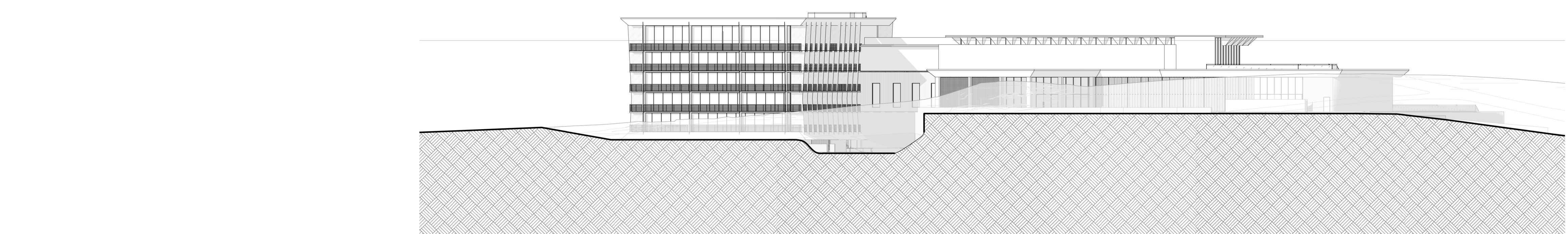
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OVERALL ROOF
PLAN

A1.9

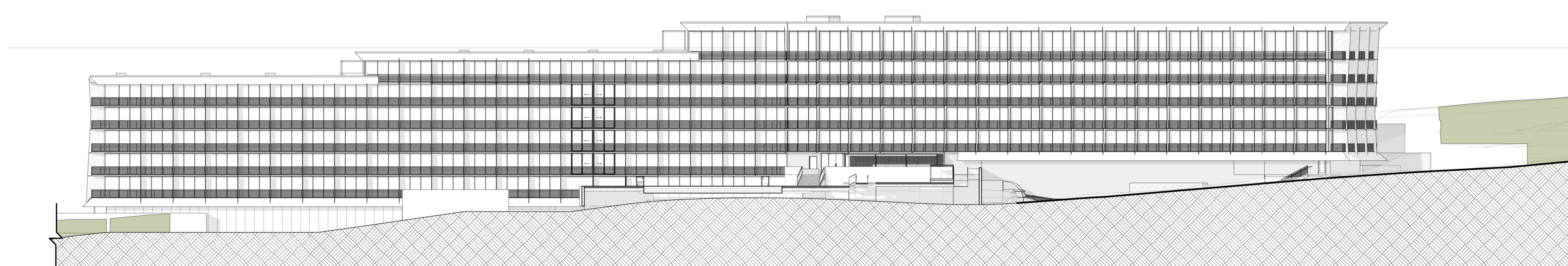
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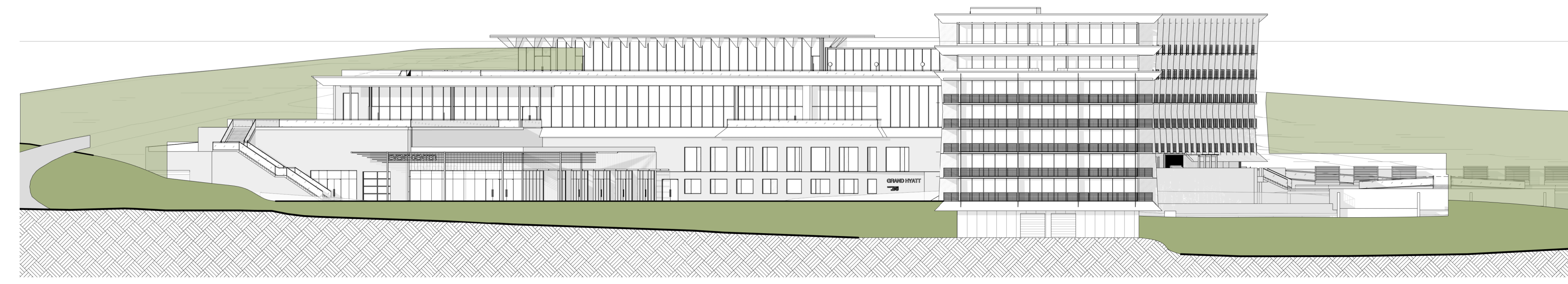
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A4.10
EXTERIOR ELEVATION - OVERALL - N
SCALE: 1/32" = 1'-0"



2
A4.10
EXTERIOR ELEVATION - OVERALL - E
SCALE: 1/32" = 1'-0"



3
A4.10
EXTERIOR ELEVATION - OVERALL - S
SCALE: 1/32" = 1'-0"



4
A4.10
EXTERIOR ELEVATION - OVERALL - W
SCALE: 1/32" = 1'-0"

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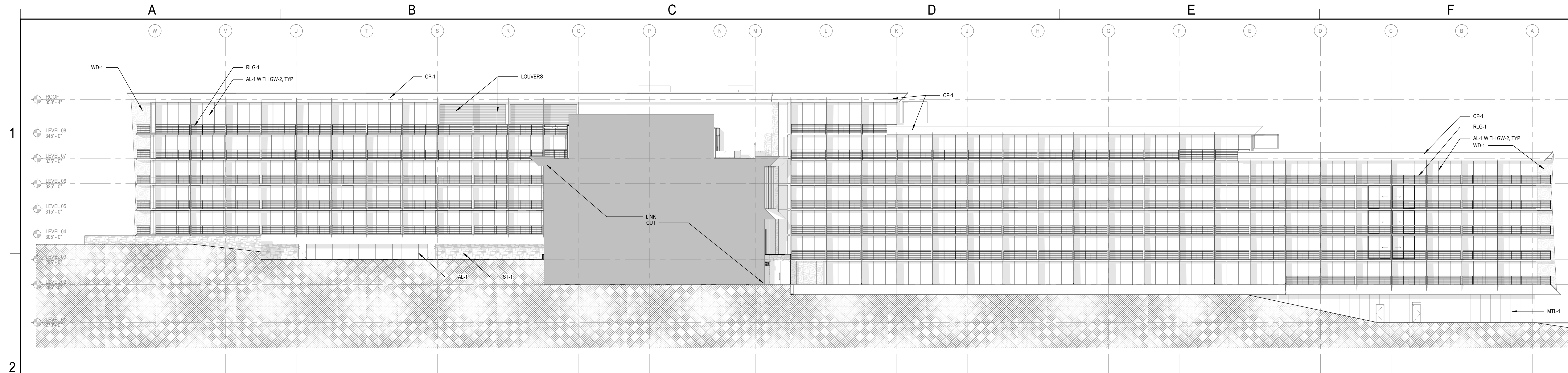
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SEASIDE, CALIFORNIA 93955

CITY OF SEASIDE
SUBMITTAL
09 02 2022
REVISIONS

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EXTERIOR
ELEVATIONS -
OVERALL
PROJECT

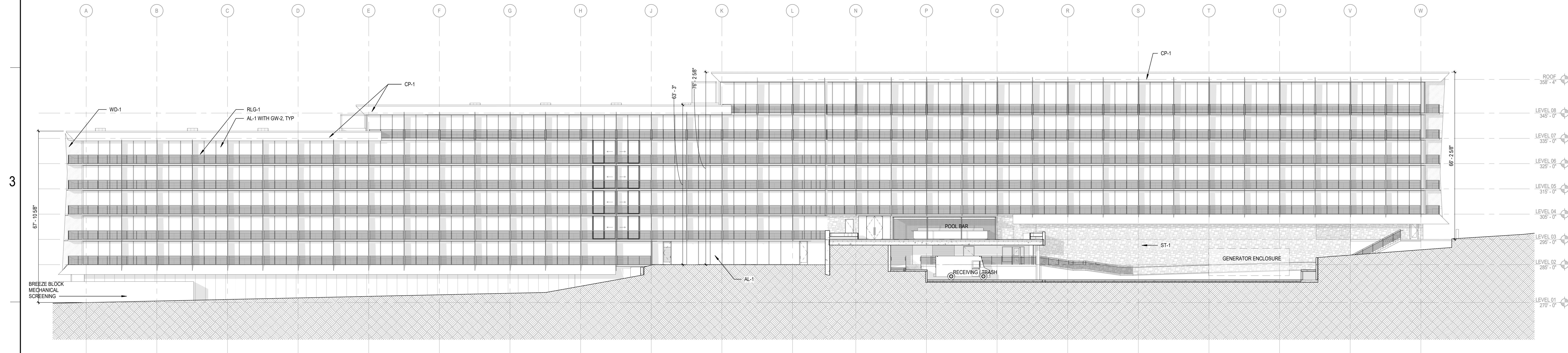
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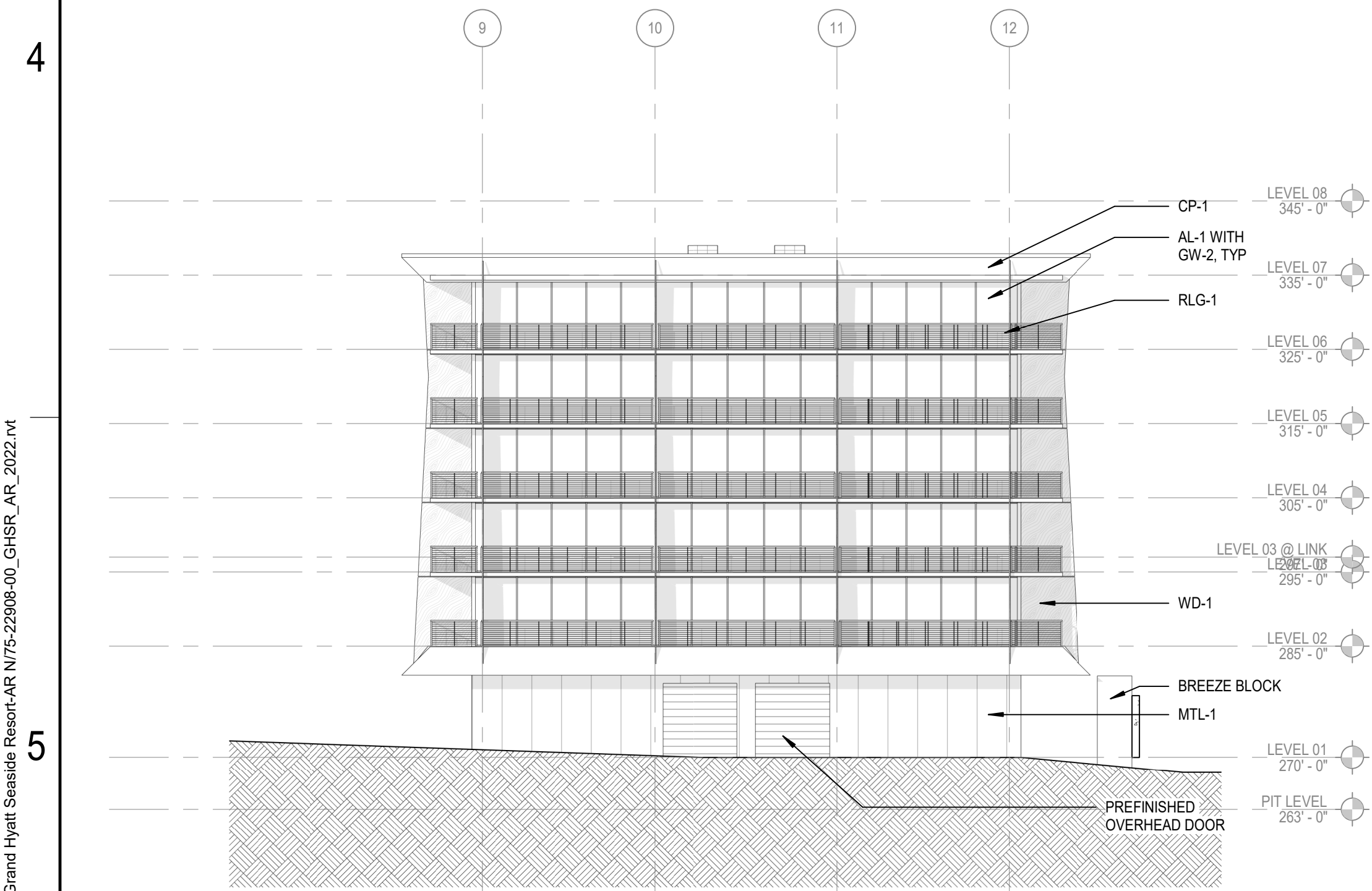
2 EXT. ELEVATION - GUESTROOM WING - NE
A4.11 SCALE: 1/16" = 1'-0"

1 EXT. ELEVATION - GUESTROOM WING - NW
A4.11 SCALE: 1/16" = 1'-0"

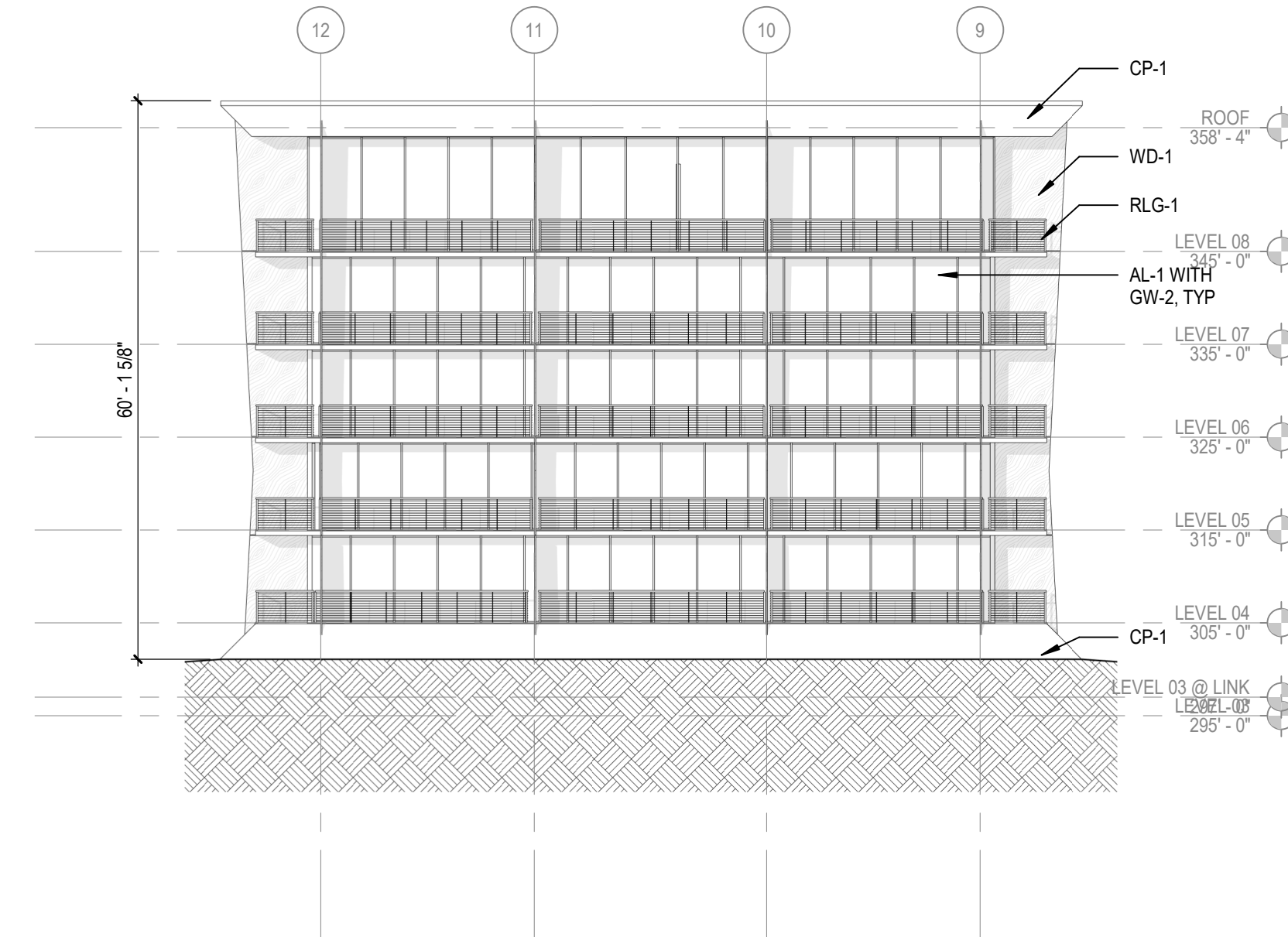


3 EXT. ELEVATION - GUESTROOM WING - SW
A4.11 SCALE: 1/16" = 1'-0"

4 EXT. ELEVATION - GUESTROOM WING - SE
A4.11 SCALE: 1/16" = 1'-0"



5 EXT. ELEVATION - GUESTROOM WING - WEST
A4.11 SCALE: 1/16" = 1'-0"



6 EXT. ELEVATION - GUESTROOM WING - EAST
A4.11 SCALE: 1/16" = 1'-0"

EXTERIOR MATERIALS LEGEND		
TAG	DESCRIPTION	MANUFACTURER
ST-1	THIN STONE VENEER	SPEC TBD, PROVIDE \$20/SF MATERIAL ALLOWANCE
CP-1	CEMENT PLASTER	DRYVIT COMMERCIAL CEMENT PLASTER (CCP) 3 SYSTEM - WHITE
MTL-1	CORTEN PERFORATED METAL PANEL	HENDRICK CORP
MTL-2	METAL PLATE WALL SYSTEM	DR-DESIGN ANODIZED ALUMINUM COLOR: BRONZE
MTL-3	STEEL FABRICATION FOR TRELLS	STEEL MISCELLANEOUS METAL ASSEMBLY PAINTED BRONZE
WD-1	THERMALLY MODIFIED WOOD PANEL SYSTEM	DELTA MILLWORKS MOJAVE THERMAL SPRUCE, SMOOTH UNFINISHED, TOUNGE & GROOVE, ON RAIN SCREEN SYSTEM
AL-1	ALUMINUM FRAMING SYSTEM	WASSAU: DARK BRONZE (LINETEC) ANO-303AE KAWNEER: DARK BRONZE #40
GL-1	CLEAR INSULATED GLAZING W/ LOW-E COATING	
GL-2	CLEAR INSULATED GLAZING W/ LOW-E COATING AND CERAMIC FRIT	
RLG-1	CABLE RAIL SYSTEM	3"x1/4" STAINLESS STEEL BAR POSTS, POWDERCOAT VERTICALS WHITE, WOOD CAP TO MATCH WD-1
RLG-2	GLASS RAIL SYSTEM	
GW-1	SLIDING GLASS WALL SYSTEM	SIERRA PACIFIC LIFT-AND-SLIDE STACKING DOOR, MEDIUM BRONZE
GW-2	THERMAL SLIDING DOOR SYSTEM	INDUSTRIAL 101 KAWNEER A43200 SLIDING DOOR, DARK BRONZE #40

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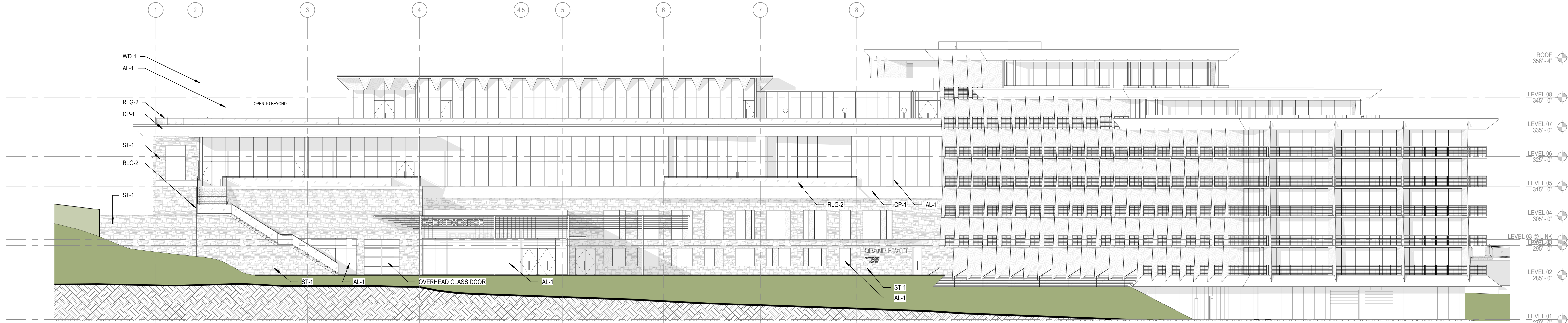
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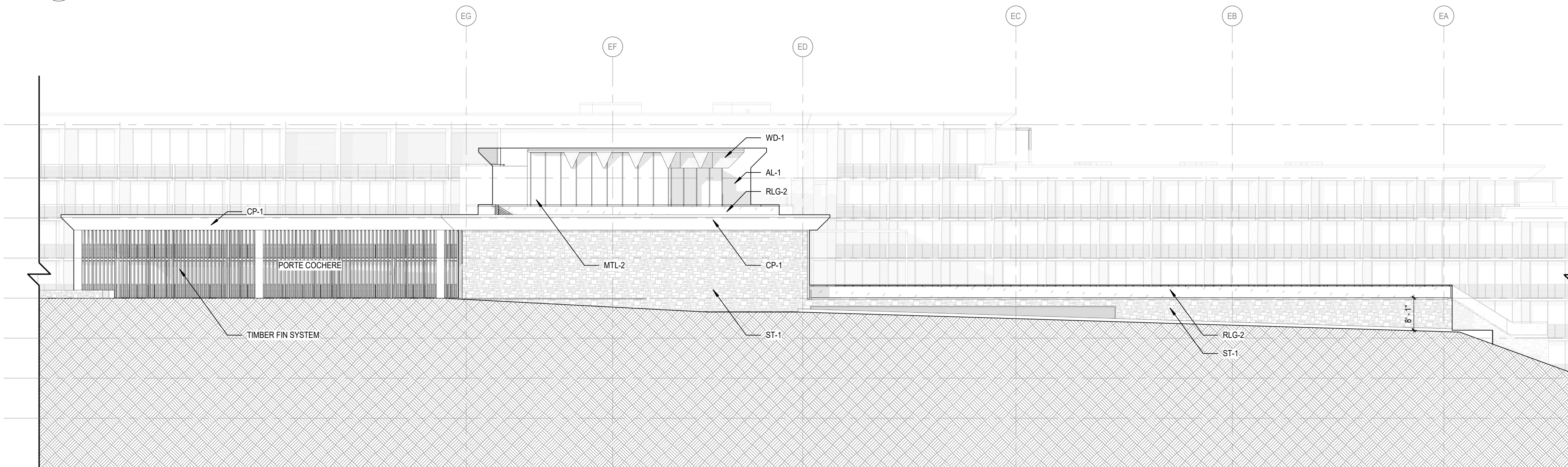
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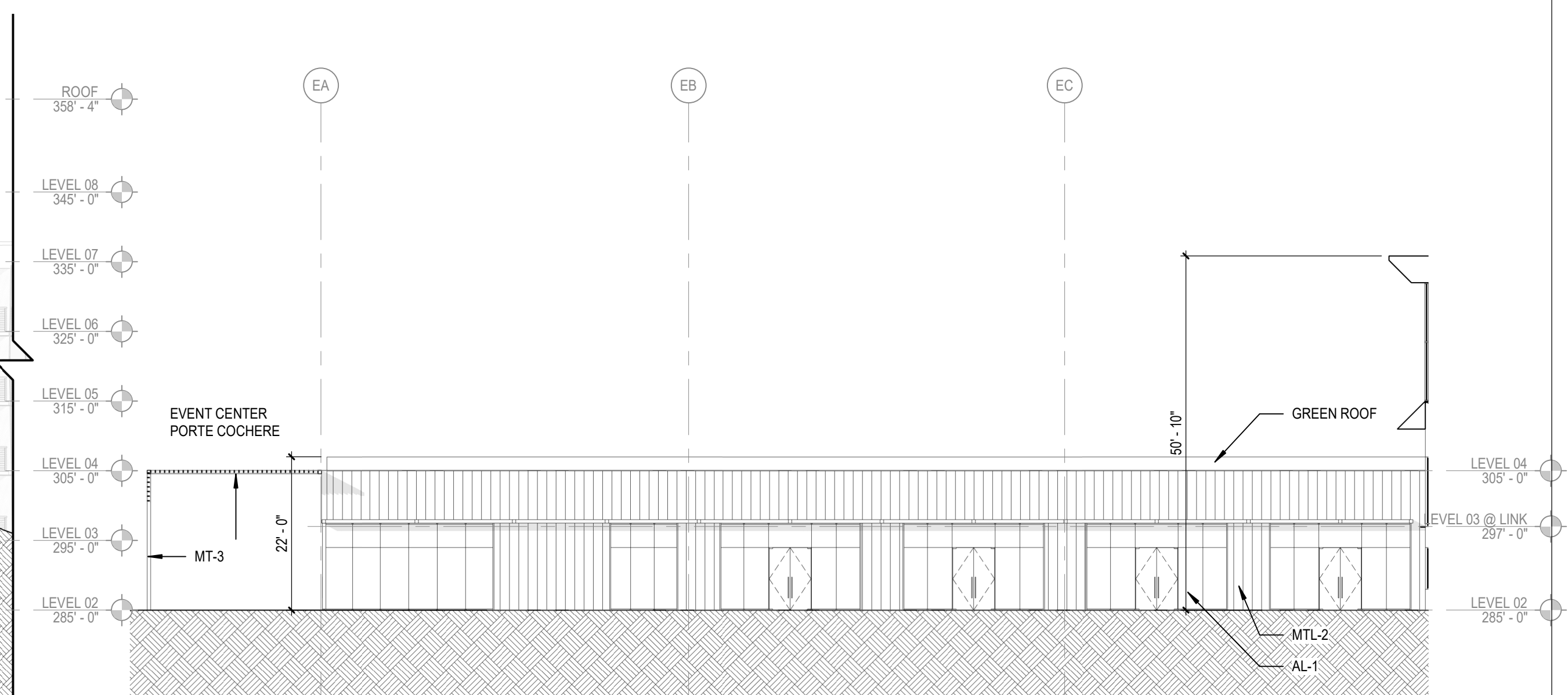
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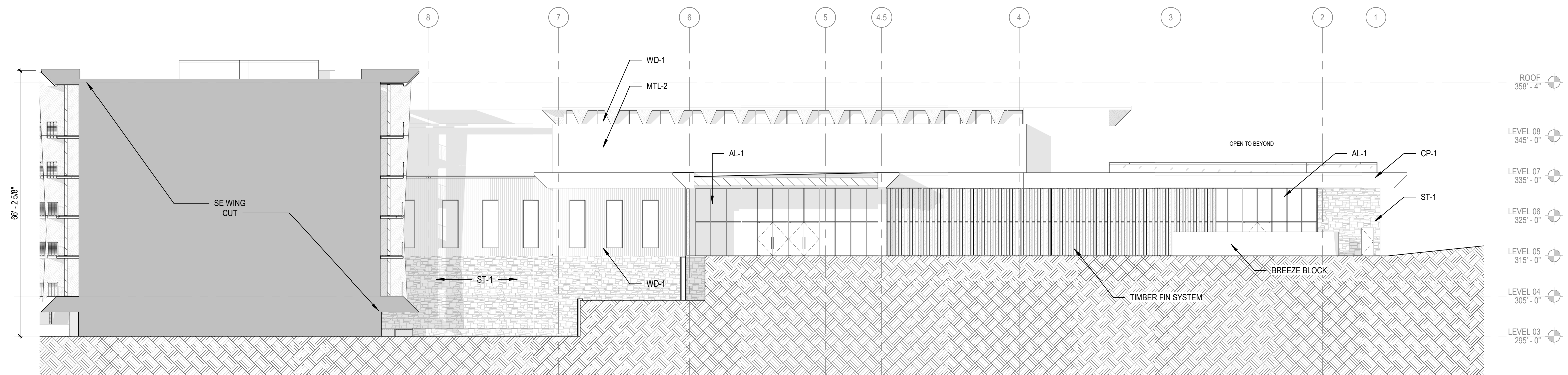
1 EXT. ELEVATION - EVENT CENTER & LINK - WEST
A4.12 SCALE: 1/16" = 1'-0"



3 EXT. ELEVATION - EVENT CENTER & LINK - NORTH
A4.12 SCALE: 1/16" = 1'-0"



2 EXT. ELEVATION - EVENT CENTER - SOUTH
A4.12 SCALE: 1/16" = 1'-0"



4 EXT. ELEVATION - LINK - EAST
A4.12 SCALE: 1/16" = 1'-0"

EXTERIOR MATERIALS LEGEND		
TAG	DESCRIPTION	MANUFACTURER
ST-1	THIN STONE VENEER	SPEC TBD, PROVIDE \$20/SF MATERIAL ALLOWANCE
CP-1	CEMENT PLASTER	DRYVIT COMMERCIAL CEMENT PLASTER (CCP) 3 SYSTEM - WHITE
MTL-1	CORTEN PERFORATED METAL PANEL	HENDRICK CORP
MTL-2	METAL PLATE WALL SYSTEM	DR-DESIGN ANODIZED ALUMINUM COLOR: BRONZE
MTL-3	STEEL FABRICATION FOR TRELLS	STEEL MISCELLANEOUS METAL ASSEMBLY PAINTED BRONZE
WD-1	THERMALLY MODIFIED WOOD PANEL SYSTEM	DELTA MILLWORKS MOJAVE THERMAL SPRUCE, SMOOTH UNFINISHED, TONGUE & GROOVE, ON RAIN SCREEN SYSTEM
AL-1	ALUMINUM FRAMING SYSTEM	WASSAU DARK BRONZE (LINETEC) ANO-303AE KAWNEER DARK BRONZE #40
GL-1	CLEAR INSULATED GLAZING W/ LOW-E COATING	
GL-2	CLEAR INSULATED GLAZING W/ LOW-E COATING AND CERAMIC FRIT	
RLG-1	CABLE RAIL SYSTEM	3"x1/4" STAINLESS STEEL BAR POSTS, POWDERCOAT VERTICALS WHITE, WOOD CAP TO MATCH WD-1
RLG-2	GLASS RAIL SYSTEM	
GW-1	SLIDING GLASS WALL SYSTEM	SIERRA PACIFIC LIFT-AND-SLIDE STACKING DOOR, MEDIUM BRONZE INDUSTRIAL 101
GW-2	THERMAL SLIDING DOOR SYSTEM	KAWNEER A40200 SLIDING DOOR, DARK BRONZE #40

A

B

C

D

E

F

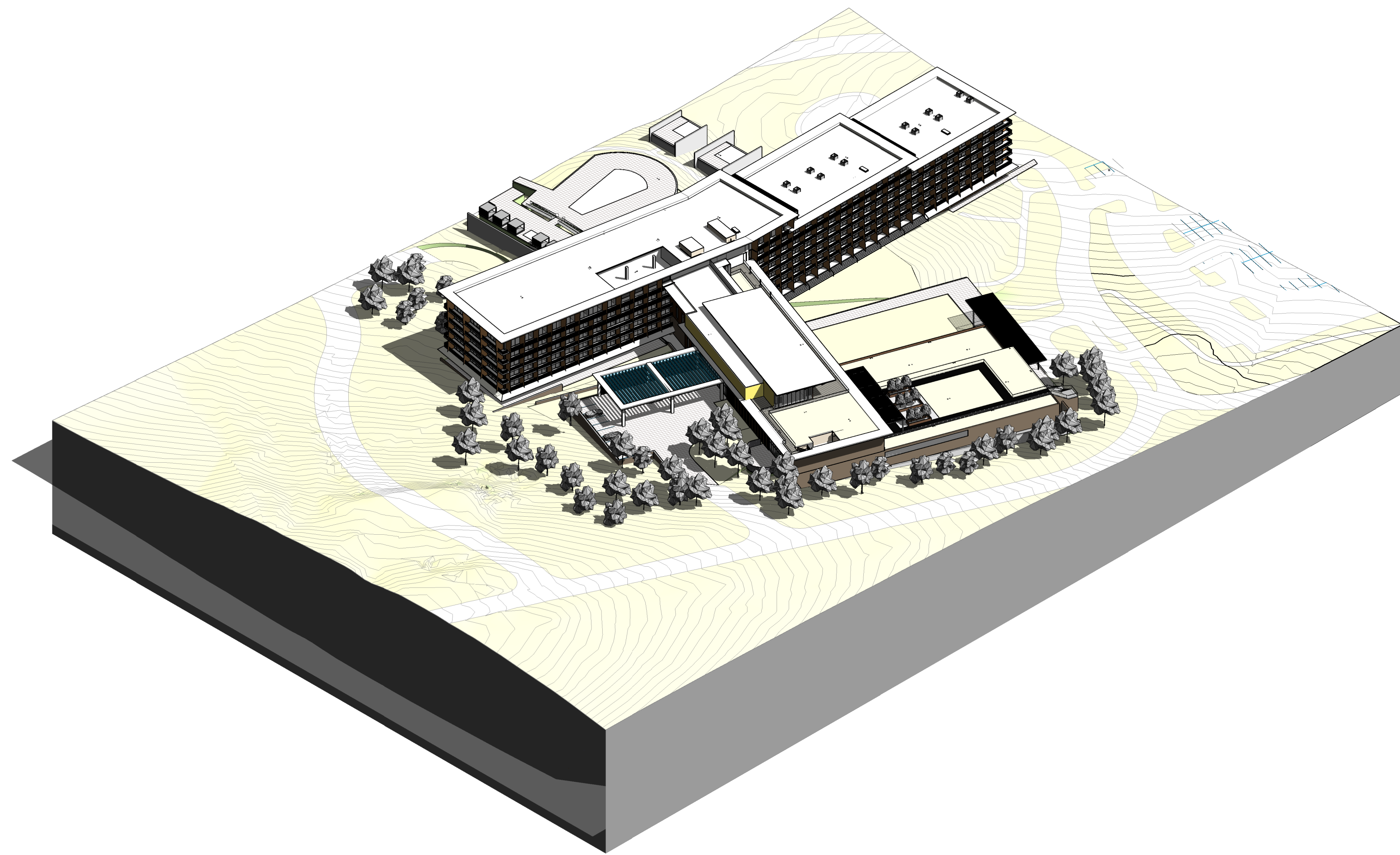
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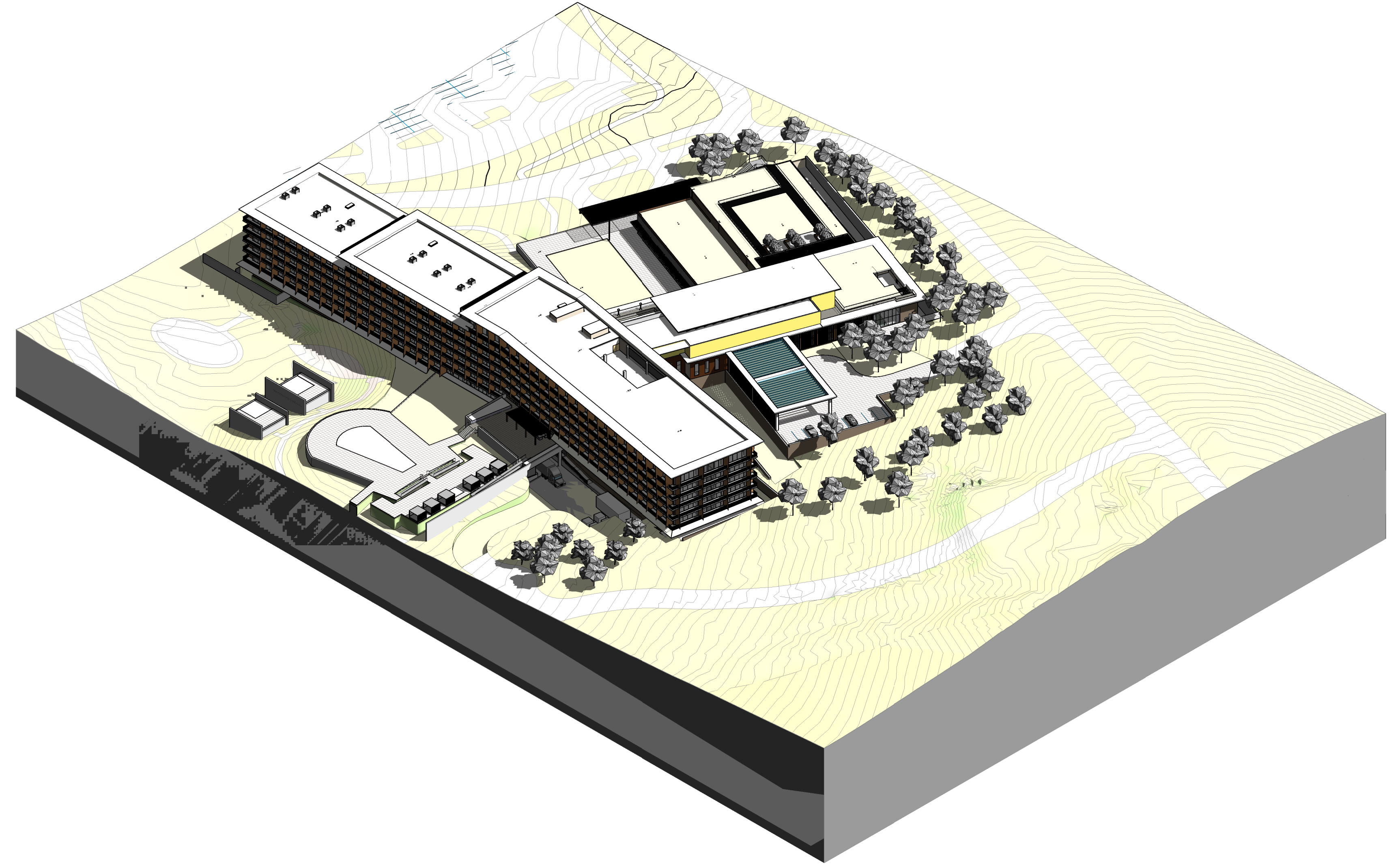
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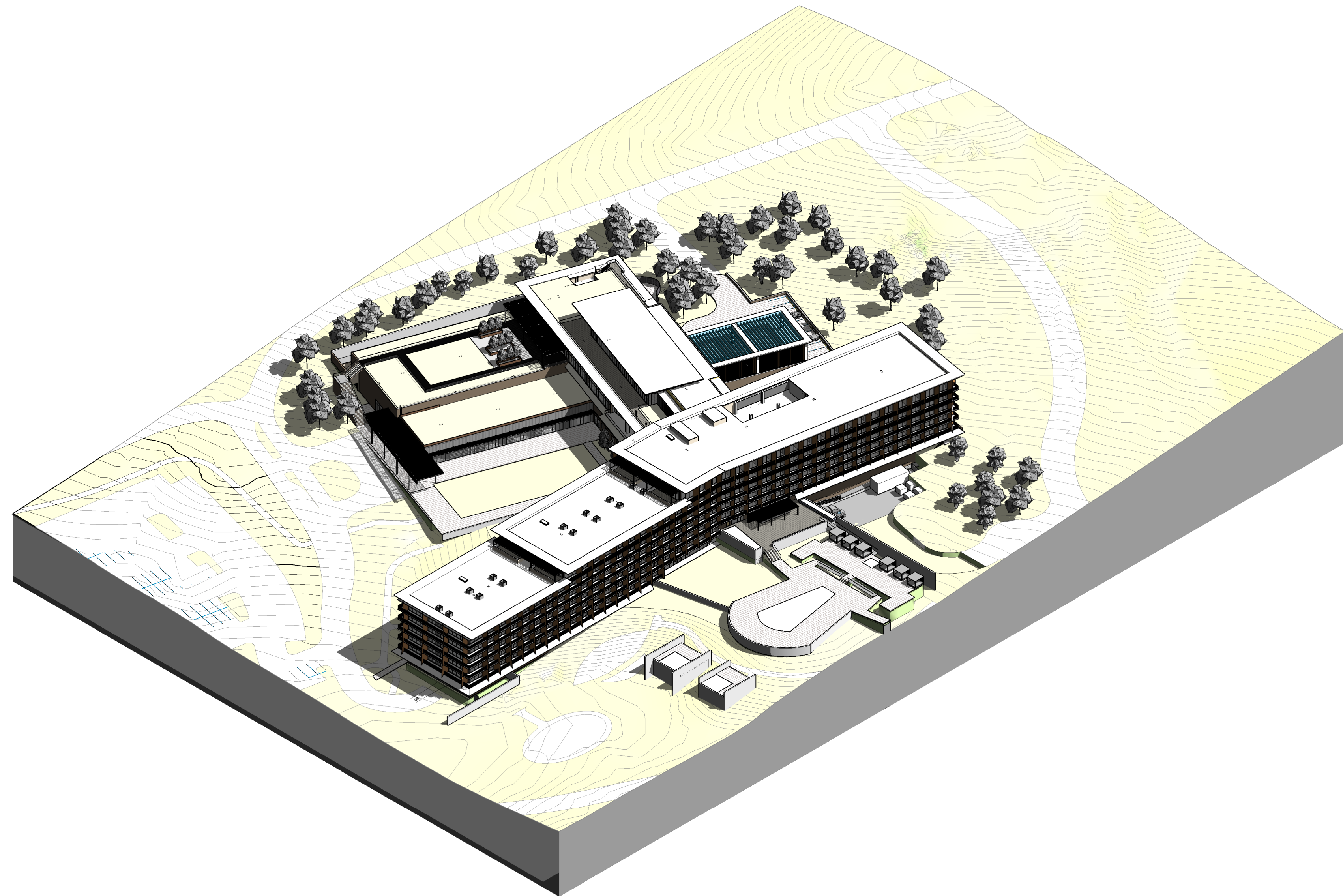
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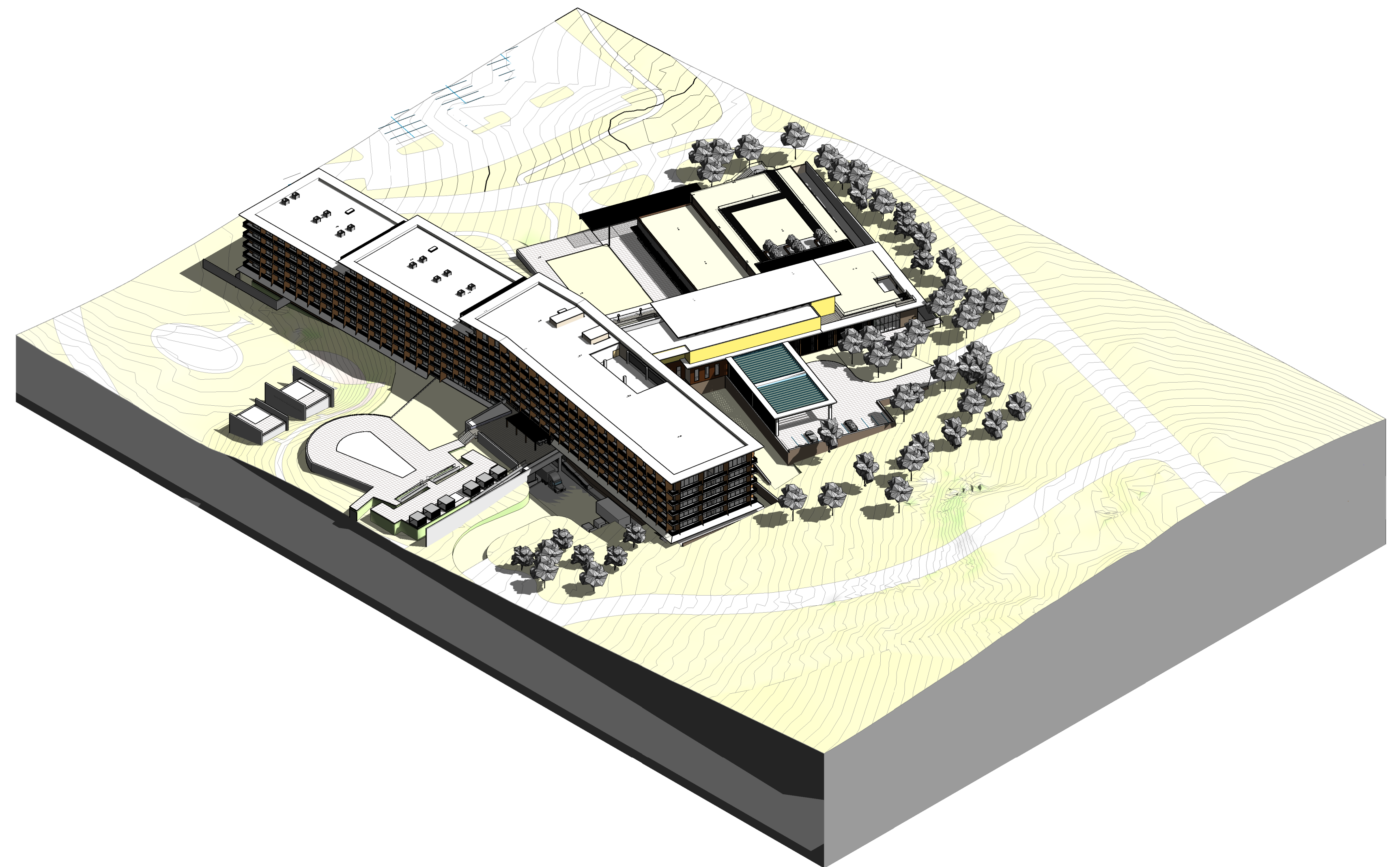
3A 3D VIEW - OVERALL - NE
A4.30 SCALE:



3D 3D VIEW - OVERALL - SE
A4.30 SCALE:



5A 3D VIEW - OVERALL - SW
A4.30 SCALE:



5D 3D VIEW - OVERALL - NW
A4.30 SCALE:

Attachment 3 – Project Site and Vicinity Setting



Source: DLR Group 2022

Figure 2
Project Site and Vicinity Setting

Addendum No. 4 to the Seaside Resort EIR

E M C

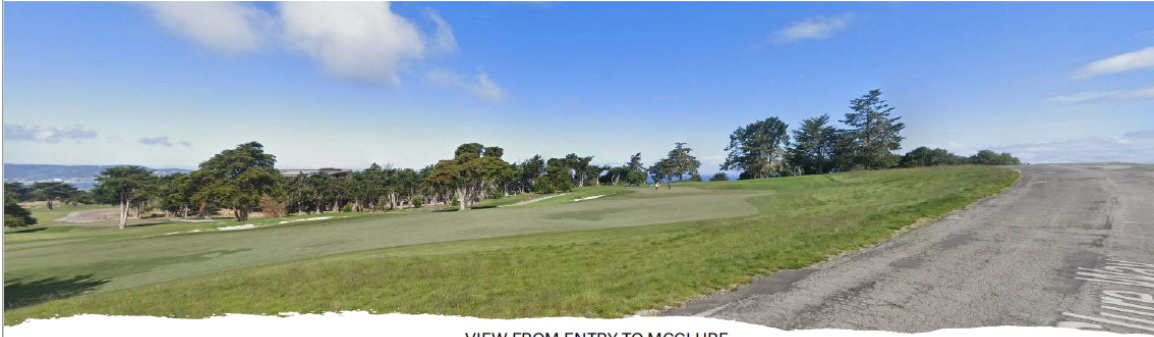


Source: DLR Group 2022



E M C

Figure 8
Site Coverage Comparison
Addendum No. 4 to the Seaside Resort EIR



VIEW FROM ENTRY TO MCCLURE



VIEW FROM PEAK OF MCCLURE



VIEW FROM ABANDONED GOLF HOLE



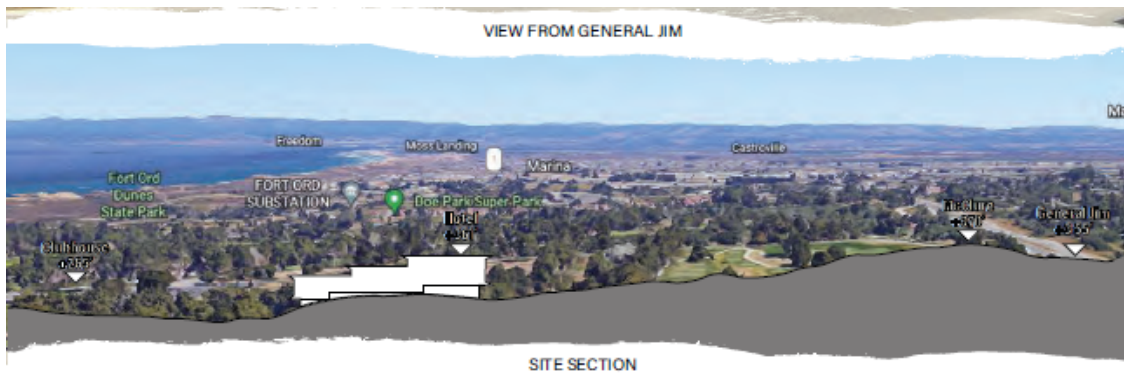
VIEW FROM CLUBHOUSE LOOKING BACK UP MCCLURE



EVENT CENTER DROP-OFF



Attachment 6 – Site Section from General Jim Moore Boulevard

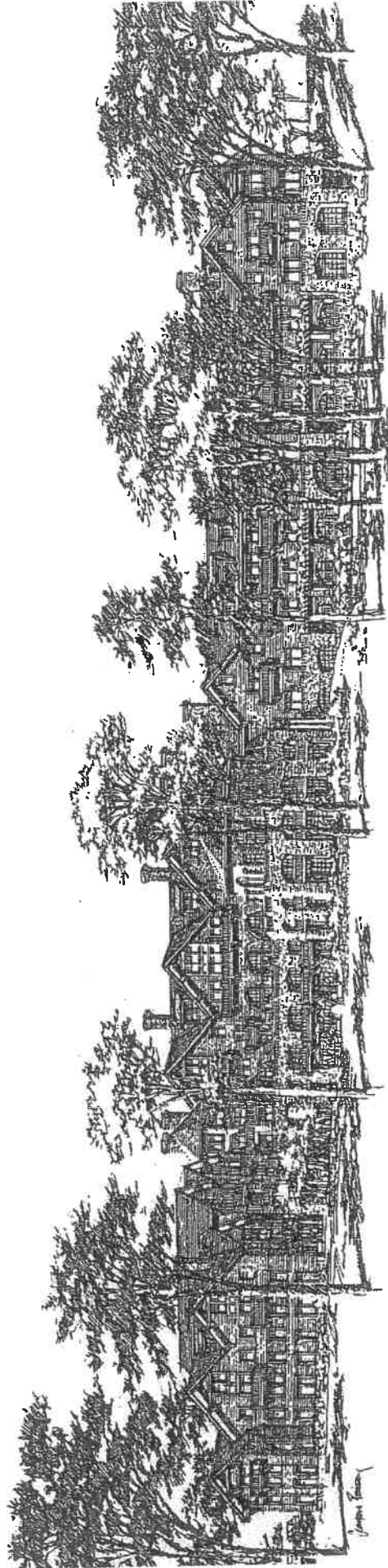


Source: DLR Group 2022



Figure 9
Site Section/General Jim Moore View

Addendum No. 4 to the Seaside Resort EIR



Front (East) Perspective

Source: Hill Glazier Architects

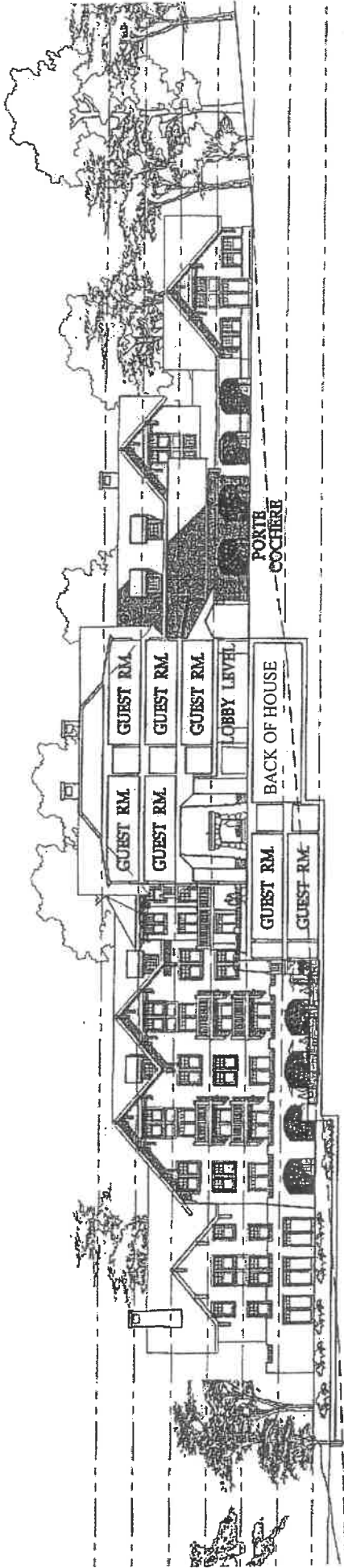
Figure 10 Main Hotel Building Perspective

Seaside Resort EIR

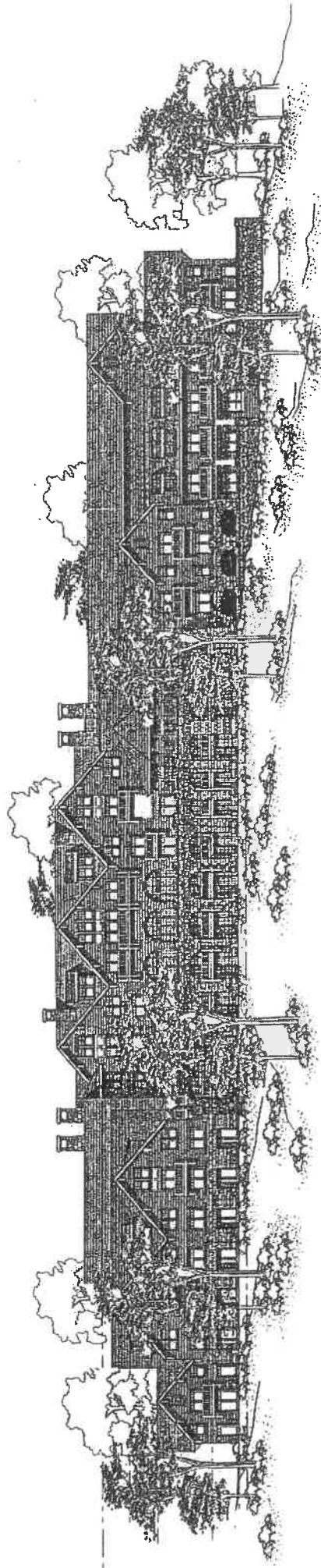
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Rear (West) Section

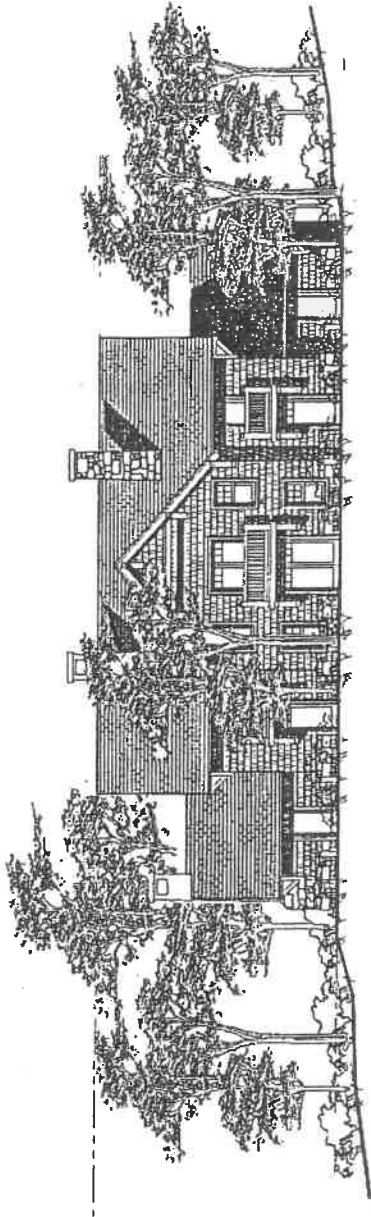


Front (East) Elevation

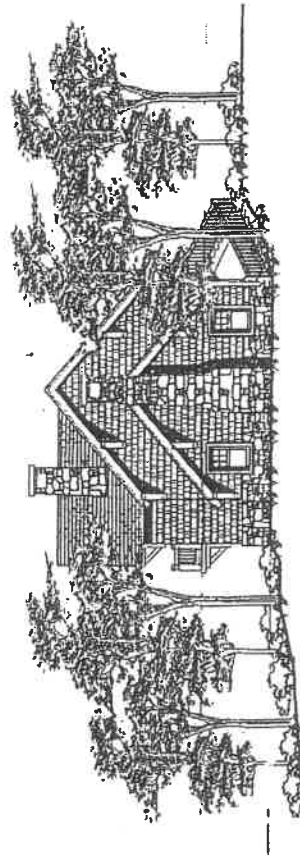
Source: Hill Glazier Architects

Figure 11A
Main Hotel Building Section and Elevation

Seaside Resort EIR



Front Elevation



Side Elevation

Source: Hill Glazier Architects

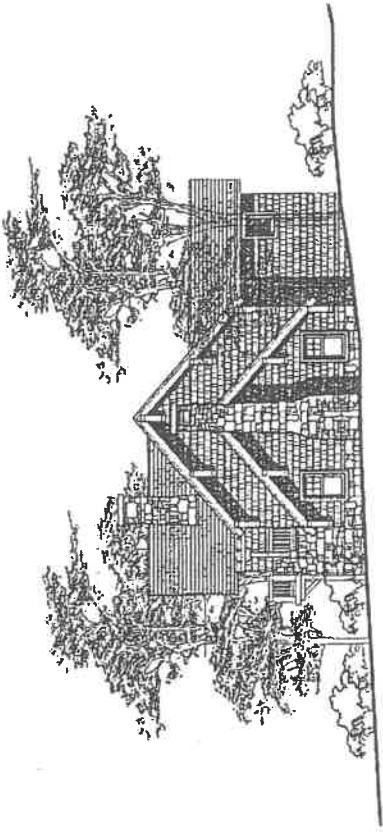
Figure 11B
Bungalow Elevations

Seaside Resort EIR

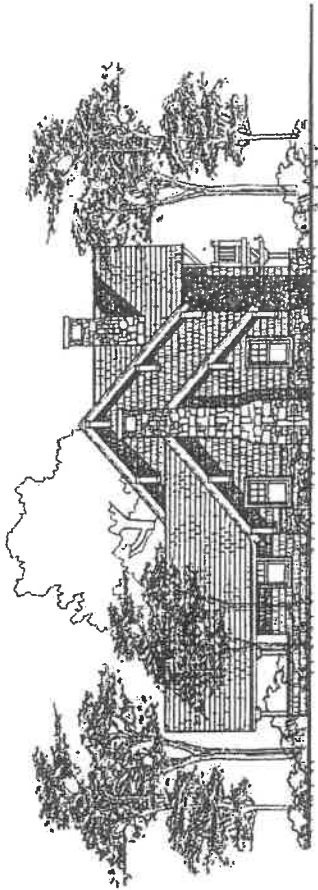
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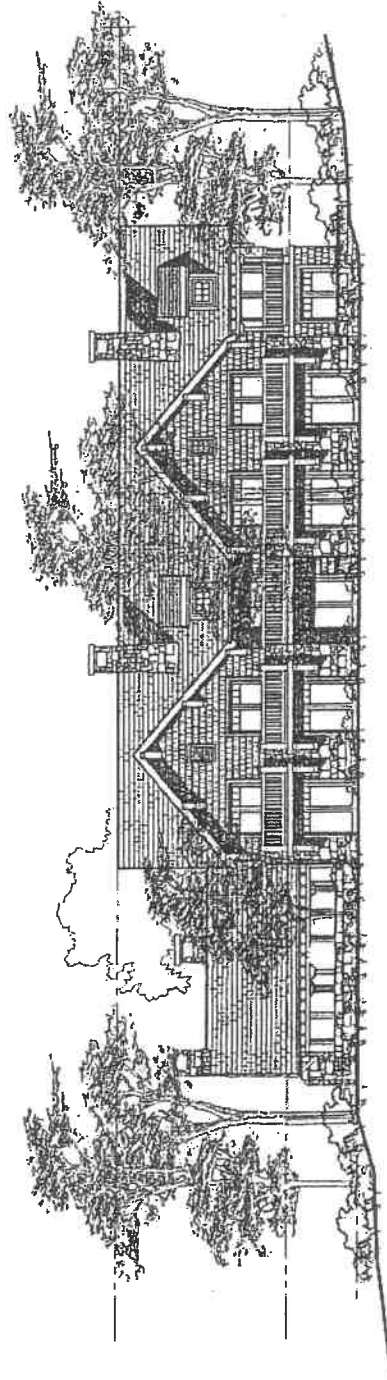
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Side Elevation



Side Elevation



Front Elevation

Source: Hill Glazier Architects

Figure 12
Timeshare Elevations

Seaside Resort EIR

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Figure 1
Project Location Map
Addendum No. 4 to the Seaside Resort EIR