



AGENDA

CITY OF SEASIDE

CITY COUNCIL/SUCCESSOR

AGENCY TO THE

REDEVELOPMENT AGENCY

REGULAR MEETING

440 HARCOURT AVE (COUNCIL CHAMBER)

Thursday, April 20, 2023

5:00 PM

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

VIRTUAL PUBLIC PARTICIPATION INSTRUCTIONS

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

Before the Meeting via Email: Written comments can be emailed to CityClerk@ci.seaside.ca.us Include the following subject line: "Public Comment Item #____" (insert the agenda item number relevant to your comment). Written comments must be received by 2:00 p.m. on the day of the meeting.

During the Meeting via Oral Comments: When the Chair calls for public comment, attendees can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9.

IN PERSON PARTICIPATION INSTRUCTIONS

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

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

Ian N. Oglesby	Mayor/Chair
David R. Pacheco	Mayor Pro Tem/Vice Chair
Alexis Garcia-Arrazola	Council/Agency Member
Rita Burks	Council/Agency Member
Alex Miller	Council/Agency Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

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

5. PUBLIC COMMENT

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

6. PUBLIC AGENCY COMMUNICATIONS

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

7. PRESENTATIONS

**A. PRESENTATION OF THE MARCH 2023 HOUSE OF THE MONTH
(NEIGHBORHOOD IMPROVEMENT COMMISSIONER, TIFFINIE MEYERS)**

**B. ORGANICS COMPOSTING AND CLIMATE CHANGE PRESENTATION BY
GREENWASTE RECOVERY (DAISY GORDO-MONROY AND SAMANTHA
TUTTLE, GREENWASTE ENVIRONMENTAL OUTREACH COORDINATORS)**

**C. CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS (ASHLEY
COLLICK, ASSISTANT CITY MANAGER)**

8. CONSENT AGENDA

A. APPROVE THE MINUTES FROM MARCH 16 AND APRIL 6, 2023

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE PROCLAMATION RECOGNIZING APRIL 28, 2023, AS ARBOR DAY

RECOMMENDATION: Approve proclamation recognizing April 28, 2023 as Arbor Day in the City of Seaside.

C. APPROVE PROCLAMATION RECOGNIZING MAY 1 2023, AS LAW DAY

RECOMMENDATION: Approve proclamation recognizing May 1, 2023, as Law Day in the City of Seaside.

D. APPROVE PROCLAMATION RECOGNIZING MAY 1-7, 2023, AS PROFESSIONAL MUNICIPAL CLERK'S WEEK

RECOMMENDATION: Approve proclamation recognizing May 1-7, 2023, as Professional Municipal Clerks Week in the City of Seaside.

E. APPROVE PROCLAMATION RECOGNIZING MAY 2023, AS NATIONAL WATER SAFETY MONTH

RECOMMENDATION: Approve a proclamation recognizing May 2023, as National Water Safety Month in the City of Seaside.

F. APPROVE PROCLAMATION RECOGNIZING MAY 2023, AS AFFORDABLE HOUSING MONTH

RECOMMENDATION: Approve a proclamation recognizing May 2023, as Affordable Housing Month in the City of Seaside.

G. APPROVE A PROCLAMATION RECOGNIZING MAY 2023, AS ASIAN PACIFIC AMERICAN HERITAGE MONTH

RECOMMENDATION: Approve proclamation recognizing the month of May 2023, as Asian Pacific American Heritage Month in the City of Seaside.

H. APPROVE PROCLAMATION RECOGNIZING MAY 2023, AS JEWISH AMERICAN HERITAGE MONTH

RECOMMENDATION: Approve proclamation recognizing May 2023, as Jewish American Heritage Month in the City of Seaside.

I. APPROVE PROCLAMATION RECOGNIZING APRIL 30-MAY 6, 2023, AS SMALL BUSINESS WEEK

RECOMMENDATION: Approve a proclamation recognizing April 30-May 6, 2023, as Small Business Week in the City of Seaside.

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

RECOMMENDATION: Approve report as presented in the agenda packet.

K. APPROVE CO-SPONSORSHIP AND FEE WAIVER FOR CALIFORNIA STATE UNIVERSITY MONTEREY BAY'S DEPARTMENT OF SOCIAL WORK FOR THE "TOXIC IMMIGRATION STRESS EVENT" ON APRIL 28, 2023

RECOMMENDATION: Approve a co-sponsorship and fee waiver request from California State University Monterey Bay's Department of Social Work to co-sponsor their event "Toxic Immigration Stress" event at the Oldemeyer Center in the Laguna Grande Hall, on April 28, 2023, from 4:30 p.m. to 7:00 p.m.

L. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM BETHEL MISSIONARY BAPTIST CHURCH

RECOMMENDATION: Approve a Mayor's Youth Fund contribution request from Bethel Missionary Baptist Church for a donation of \$3,000.00 to help cover the costs associated with their Youth Living Life Mentoring Program.

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

RECOMMENDATION: Approve a request from Palenke Arts for a fee waiver in the amount of \$1,197.00 related to their Seventh Annual Arts Festival at Laguna Grande Park on June 04, 2023.

N. ADOPT A RESOLUTION GRANTING AN EASEMENT TO THE SEASIDE GROUNDWATER BASIN WATERMASTER FOR A MONITORING WELL

RECOMMENDATION: Adopt a resolution approving a non-exclusive easement for the use by Seaside Groundwater Basin Watermaster to construct and operate a monitoring well on the west edge of the golf course property along Monterey Road (APN 031-051-055).

O. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH VOLER STRATEGIC ADVISORS FOR MEDIA RELATIONS FOR AN AMOUNT NOT TO EXCEED \$24,000.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an agreement with Voler Strategic Advisors for media relations.

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

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

Q. ADOPT A RESOLUTION INCREASING BY 25.5 ACRE FEET OF WATER, AND RESTATING THE TOTAL ALLOCATION OF WATER FOR THE SEASIDE RESORT PROJECT, LOCATED WITHIN BAYONET AND BLACK HORSE GOLF

COURSES

RECOMMENDATION: Adopt a resolution increasing and restating the total allocation of water by 25.5 acre feet per year for the Seaside Resort project.

R. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF PORTIONS OF CANYON DEL REY BOULEVARD, HARCOURT AVENUE, ALLSTON STREET, AND HILLSDALE AVENUE ON SEPTEMBER 23, 2023, FOR THE CITY OF SEASIDE'S "OAXACA BY THE SEA" EVENT

RECOMMENDATION: Adopt a resolution authorizing the closure of portions of Canyon Del Rey Boulevard, Harcourt Avenue, Allston Street, and Hillsdale Avenue for the City of Seaside's community event on September 23, 2023.

S. ADOPT A RESOLUTION APPROVING A SHARED USE PATH AND 10 FOOT LANE WIDTHS ON PLUMAS AVENUE FROM CARLTON DRIVE TO NOCHE BUENA STREET AND APPROVING THE SUPPLEMENTAL AGREEMENT WITH TAMC FOR THE FORTAG TRAIL PROJECT

RECOMMENDATION: Adopt a resolution approving a Shared Use Path and 10 foot lane widths on Plumas Avenue from Carlton Drive to Noche Buena Street and approving the Supplemental Agreement with TAMC (Transportation Authority of Monterey County) for the FORTAG Project.

9. PUBLIC HEARING

A. ADOPT A RESOLUTION APPROVING THE FISCAL YEAR 2023-2024 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

RECOMMENDATION: Adopt a Resolution in order to:

1. Approve the FY2023-2024 Annual Action Plan including the contingency provisions;
2. Authorize the City Manager, or the City Manager's designee, as the official representative to sign all certifications and assurances, and subrecipient agreements for the use of funds approved in the FY2023-2024 Annual Action Plan; and
3. Authorize the City Manager to submit the FY2023-2024 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) by May 15, 2023.

10. BUSINESS ITEMS

A. DISCUSS WEST BROADWAY URBAN VILLAGE SPECIFIC PLAN IMPLEMENTATION

RECOMMENDATION: Discuss the West Broadway Urban Village Specific Plan implementation and potential revitalization efforts.

B. ANNUAL REPORT AB 481 REGARDING THE POLICE DEPARTMENTS ACQUISITION AND USE OF MILITARY EQUIPMENT

RECOMMENDATION: Annual report of the ordinance regarding the police department's acquisition and use of military equipment in accordance with State law (AB 481); and approve the military use policy.

C. ADOPT A RESOLUTION APPROVING THE UPDATED SEASIDE CALHOME ADU LOAN PROGRAM GUIDELINES AND AUTHORIZE THE SUBMITTAL TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

RECOMMENDATION: Adopt a resolution approving the updated City of Seaside CalHome ADU Loan Program Guidelines and authorize City Staff to submit them to the California Department of Housing and Community Development (HCD).

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. CALFRESH PROGRAM PARTICIPATION (Oglesby)
2. YOUTH EMPLOYMENT PROGRAM FUNDING (Oglesby)

B. FOLLOW UP ON PREVIOUS REQUESTS

1. CONSIDER THE NEED FOR A LOBBYIST (Oglesby)

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

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

13. CLOSED SESSION

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

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

Property: A portion of APN 031-151-055 is generally located east of General Jim Moore Blvd, south of Lightfighter and north of Gigling, commonly known as the Presidio of Monterey (POM) Firestation
Agency Negotiators: City Manager, et. al
Negotiating Parties: United States Army and City of Seaside
Under Negotiation: Price, Terms of Payment, or Both

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

Potential Litigation (2 Matters)

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

People v. Arzadon
Monterey County Superior Court
Case: 20CV003118

D. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9 EXISTING LITIGATION

Case: INRE National Opioid Litigation with CVS, Johnson & Johnson, Teva, Allergan, Walgreens and Walmart

E. PUBLIC EMPLOYEE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957

Public Employee: City Manager

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
May 4, 2023
5:00 PM

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

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

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Governor Newsom's Executive Orders N-29-20 and N-33-20.



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, March 16, 2023
5:00 PM

1. CALL TO ORDER

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

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco
ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was held for the invocation. The pledge was led by Council/Agency Member Miller.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Bobby Maxwell, Unnamed Member of Public, Ann Marie Pagan, Constance Constable, Diane Nielson, Pastor Kenneth Murray, Michael Lang

6. PUBLIC AGENCY COMMUNICATIONS

None.

7. PRESENTATIONS

A. PRESENTATION OF CONCEPTUAL EXTERIOR DESIGN OF FIRE STATION 2 BY RRM DESIGN GROUP (FIRE CHIEF MARY GUTIERREZ)

Chief Gutierrez introduced Mike Scott, Kathryn Hicks, and Connor Church from RRM who provided the presentation and responded to questions and comments from the Council.

B. FRIENDS OF SEASIDE PARKS ASSOCIATION UPDATE AND STATUS OF POLLINATOR GARDENS PROJECT (EMILY HOWARD)

Recreation Director Dan Meewis introduced Ms. Howard and Zoe Curcio who provided the presentation and responded to questions and comments from the Council.

C. CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS (ASSISTANT CITY MANAGER ASHLEY COLLICK)

Ms. Collick provided the presentation and responded to questions and comments from the Council.

8. CONSENT AGENDA

Mayor/Chair Oglesby read the Consent Agenda items. Item 8H was pulled by Mayor Pro Tem/Vice Chair Pacheco.

PUBLIC COMMENT: Pastor Smith

On motion by Council/Agency Member Miller and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve the consent agenda as presented.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM MARCH 2, 2023

ACTION: APPROVED

B. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF BROADWAY AVENUE TO THROUGH TRAFFIC FROM FREMONT BOULEVARD TO DEL MONTE AVENUE, AND ASSOCIATED SIDE STREETS AS WELL AS THE WEST BOUND LANES OF FREMONT BOULEVARD FROM CLEMENTINA AVENUE TO AMADOR STREET, FOR THE EXOTICS ON BROADWAY EVENT ON AUGUST 19, 2023

ACTION: ADOPTED RESO #23-54

C. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF CANYON DEL REY BOULEVARD FOR THE CITY OF SEASIDE'S RED, WHITE, AND BLUES EVENT ON JULY 4, 2023

ACTION: ADOPTED RESO #23-55

D. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF CANYON DEL REY BOULEVARD FOR THE ACTION COUNCIL BUILDING HEALTHY COMMUNITIES "JUNETEENTH FESTIVAL JUBILEE" EVENT ON JUNE 17, 2023, AND APPROVING A CO-SPONSORSHIP TO WAIVE ALL FEES AND ASSOCIATED COSTS FOR THE EVENT ON THE CITY HALL LAWN AND LAGUNA GRANDE PARK.

ACTION: ADOPTED RESO #23-56

- E. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LA NETA MURALS FOR AN AMOUNT NOT TO EXCEED \$3,000.00**

ACTION: ADOPTED RESO #23-57

- F. ADOPT RESOLUTION RATIFYING DECLARATION OF LOCAL EMERGENCY DUE TO THE PINEAPPLE EXPRESS ATMOSPHERIC RIVER STORMS**

ACTION: ADOPTED RESO #23-58

- G. APPROVE REQUEST FOR CO-SPONSORSHIP AND FEE WAIVER FOR 2023 HOT CARS COOL NITES CAR SHOWS**

ACTION: APPROVED

- H. APPROVE CO-SPONSORSHIP AND WAIVE ALL FEES RELATED TO THE ITS ONLY US, INC. FOOTBALL CAMP AT CUTINO PARK ON APRIL 8, 2023**

Recreation Director, Dan Meewis, introduced representatives from It's Only Us, Inc. who were available to discuss the Council's questions.

PUBLIC COMMENT: Renee Flanders

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to approve approving the request from Its Only Us Inc. to co-sponsor their Football Camp at Cutino Park on April 8, 2023.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

- I. APPROVE APPOINTMENTS TO THE ENVIRONMENTAL, NEIGHBORHOOD IMPROVEMENT, COMMUNITY SAFETY ADVISORY COMMISSIONS AND THE COMMUNITY DEVELOPMENT ADVISORY COMMITTEE**

ACTION: APPROVED THE FOLLOWING APPOINTMENTS:

Miguel Alvarado III to the Environmental Commission, Joan Costello to the Neighborhood Improvement Commission, Francisco Rojas to the Community Development Advisory Committee, and Amir Chapel to the Community Safety Advisory Commission.

9. BUSINESS ITEMS

A. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT FOR CONTRACTOR SERVICES WITH DISASTER KLEENUP SPECIALISTS FOR ON-CALL PROPERTY CLEAN-UP SERVICES FOR AN AMOUNT NOT TO EXCEED \$100,000.00

Public Works Director/Engineer Nisha Patel provided the presentation and responded to questions from the Council. City Manager Fontes gave more context to the community specialist, as a human "see click fix", and the City's efforts to enhance the safety and services of Public Works staff for large issues. Working on refining the role of city staff and consultants to lessen the severity of clean ups.

PUBLIC COMMENT: Ann Marie Pagan, Miriam Smith

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution authorizing the City Manager to execute an Amendment to the Agreement for Contractor Services with Disaster Kleenup Specialists to perform on-call property clean-up services for an amount not to exceed \$100,000.00.

AYES: Burks, Garcia-Arrazola, Miller, Oglesby, Pacheco

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #23-59

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

None.

B. FOLLOW UP ON PREVIOUS COUNCIL MEMBER REQUESTS

Requesting support that staff look into how the CJOBS commission can look into the vacant building challenges. CJOBS needs a narrow focus. (Miller)

Mayor Pro Tem/Vice Chair Pacheco provided a presentation on touring the City's streets as a Special Meeting.

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

Reports provided.

12. CLOSED SESSION

City Attorney Damon read the closed session items and did not anticipate a read out. There were no comments from the public on closed session items.

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

Property: A portion of APN 031-151-055 is generally located east of General Jim Moore Blvd, south of Lightfighter and north of Gigling, commonly known as the Presidio of Monterey (POM) Firestation

Agency Negotiators: City Manager, et. al

Negotiating Parties: United States Army and City of Seaside

Under Negotiation: Price, Terms of Payment, or Both

B. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9 - POTENTIAL LITIGATION

Potential Litigation (2 Matters)

Upon return from closed session, City Attorney Damon did not have any announcements to report.

13. ADJOURNMENT

With no further business, the meeting adjourned at 7:45 p.m.

Respectfully submitted,

Kanisha D. Davis, Acting City Clerk

Ian N. Oglesby, Mayor



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, April 6, 2023
5:00 PM

1. CALL TO ORDER

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

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: Burks, Garcia-Arrazola, Oglesby, Pacheco, Miller
ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was led by Pastor Ronald Britt (Greater Victory Temple Church of God in Christ), and the pledge was led by Mayor Pro Tem/Vice Chair Pacheco.

4. REVIEW OF AGENDA

City Attorney Sheri Damon asked that the closed session item 12C be heard after public agency communications. The Mayor made a change to agenda to move item 9A to be heard after returning from hearing the closed session item.

5. PUBLIC COMMENT

Sharon She, Dayana Bergman, Dennis Alexander, Ann Marie Pagan, Kathy Gutierrez, Tanja Roos, Peter Kaiser, Linda Richards, Lisa Sears, Pastor Kenneth Murray, LisAnne Sawhney, Ava, Martha Henry, Pastor Harold Lusk, Ray Riordan

6. PUBLIC AGENCY COMMUNICATIONS

Alvin Edwards – April 3 offer to Cal-Am for \$448 Million, signed and approved water purchase agreement which means the expansion can move along.

Jason Campbell – Mosquito Abatement update

City Attorney Damon read the closed session item.

PUBLIC COMMENT: Mitchel Sawhney, Dayana Bergman, LisAnne Sawhney

Item 12C (Closed Session) – Conference with Legal Counsel Pursuant to Government Code Section 54956.9

Upon return from closed session, there was no action to report.

Item 9A (Business) – Discuss and Consider the Potential Censure of Council Member Alex Miller for his Facebook post of March 17, 2023.

City Manager Fontes and City Attorney Damon provided an overview of the purpose of the item and the analysis memo. The Council Members provided comments on the Facebook post cited on the agenda and staff report.

PUBLIC COMMENT: Dayana Bergman, Pastor Ronald Britt, Ray Riordan, Pastor Harold Lusk, Tiffinie Meyer, Jason Campbell, Karla Lobo, Pastor Kenneth Murray, Jeannette Walton, Susan Schiavone, Dianne Nielson, Rudy, Annalisa Mitchell, Peter Kaiser

At the conclusion of the discussion for item 9A, the Mayor read the item titles from the Consent Agenda.

7. PRESENTATIONS

A. VACCINATION UPDATE (FIRE CHIEF MARY GUTIERREZ)

Chief Gutierrez provided a presentation and responded to questions from the Council.

B. SAN PABLO PEDESTRIAN BRIDGE PROJECT UPDATE (NISHA PATEL, PUBLIC WORKS DIRECTOR/ CITY ENGINEER)

Consultants Gavin Keating and Scott McCauley of Consor North America, Inc. provided a presentation and responded to questions from the Council.

C. CAPITAL IMPROVEMENT PROGRAM UPDATE (NISHA PATEL, PUBLIC WORKS DIRECTOR/ CITY ENGINEER)

Director Patel provided a presentation and responded to questions from the Council.

D. INTRODUCTION TO THE POLICE DEPARTMENT'S "LIGHTS ON" PROGRAM (POLICE CHIEF, NICK BORGES)

Chief Borges provided a presentation and responded to questions from the Council. An introductory video was shared from <https://lightsonus.org/>

E. CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS (RECREATION DIRECTOR, DAN MEEWIS)

Director Meewis provided a presentation which included congratulatory remarks to City Clerk Dominique Davis for completing the "Technical Training for Clerks" to earn the Certified Municipal Clerk designation and California Professional Municipal Clerk graduate certificate from University of California Riverside.

8. CONSENT AGENDA

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

RESULT: 5-0-0-0

AYES: Burks, Garci-Arrazola, Oglesby, Pacheco, Miller

NOES: None

ABSTAIN: None

ABSENT: None

- A. APPROVE A FEE WAIVER FROM BETHEL MISSIONARY BAPTIST CHURCH FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR EARNIE MURRAY'S 90TH BIRTHDAY ON APRIL 15, 2023**

ACTION: APPROVED

- B. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH BUREAU VERITAS TECHNICAL ASSESSMENTS, LLC FOR THE CITY FACILITIES CONDITION ASSESSMENTS FOR AN AMOUNT NOT TO EXCEED \$91,209.58**

ACTION: ADOPTED RESO #23-60

- C. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR DESIGN, CONSTRUCTION MANAGEMENT, AND INSPECTION SERVICES FOR THE BIKE SAFE GRATES PROJECT FOR AN AMOUNT NOT TO EXCEED \$196,626.00**

ACTION: ADOPTED RESO #23-61

- D. ADOPT A RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE CLEAN CALIFORNIA LOCAL GRANT PROGRAM FOR CONSTRUCTION OF PART 2, PHASE 2 OF THE CUTINO PARK IMPROVEMENTS PROJECT**

ACTION: ADOPTED RESO #23-62

- E. ADOPT A RESOLUTION AUTHORIZING AN AGREEMENT WITH MONTEREY-SALINAS TRANSIT (MST) FOR REIMBURSEMENT OF COSTS TO DELIVER THE NOCHE BUENA STREET MST BUS STOP (BULB OUT PROJECT), AND AMENDING THE CAPITAL IMPROVEMENT PROGRAM TO INCLUDE THE PROJECT**

ACTION: ADOPTED RESO #23-63

- F. ADOPT A RESOLUTION AUTHORIZING AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP TO PROVIDE EXPANDED CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE FIRE STATION NO. 1 UPGRADES PROJECT FOR AN AMOUNT NOT TO EXCEED \$18,454.00**

ACTION: ADOPTED RESO #23-64

- G. ADOPT A RESOLUTION DECLARING THE CONSTRUCTION WORK AN EMERGENCY AND APPROVING AN AGREEMENT FOR CONTRACTOR SERVICES WITH PREMO ROOFING FOR THE FIRE STATION NO. 1**

REROOF PROJECT FOR AN AMOUNT NOT TO EXCEED \$103,280.00

ACTION: ADOPTED RESO #23-65

H. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH SCHAAF & WHEELER FOR PREPARATION OF A STORM DRAIN MASTER PLAN FOR AN AMOUNT NOT TO EXCEED \$193,000.00

ACTION: ADOPTED RESO #23-66

I. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF CLEMENTINA AVENUE TO THROUGH TRAFFIC FROM DEL MONTE BOULEVARD TO THE ROUNDABOUT FOR THE WEATHER TECH RACEWAY LAGUNA SECA EVENT ON MAY 10, 2023

ACTION: ADOPTED RESO #23-67

J. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH HINDERLITER DE LLAMAS AND ASSOCIATES (HdL) FOR UTILITY USER TAX PROGRAM ADMINISTRATION WITH A ONE YEAR TERM AND TWO OPTIONAL ONE YEAR RENEWAL PERIODS FOR A TOTAL THREE YEAR CONTRACT AMOUNT NOT TO EXCEED \$74,184.00

ACTION: ADOPTED RESO #23-68

9. BUSINESS ITEMS

A. DISCUSS AND CONSIDER THE POTENTIAL CENSURE OF COUNCIL MEMBER ALEX MILLER FOR HIS FACEBOOK POST OF MARCH 17, 2023

The item was discussed by Council and public comment was received. No action was taken on the item.

B. DISCUSS AND PROVIDE DIRECTION ON THE POTENTIAL UPDATE TO THE CURRENT CODE OF CONDUCT AND ETHICS

On motion by Council/Agency Member Miller and second by Mayor Pro Tem/Vice Chair Pacheco, and carried by the following vote, the City Council/Successor Agency moved to direct the City Manager and City Attorney to update the code of conduct and ethics with training for all public representatives.

PUBLIC COMMENT: Dayana Bergman, Regina Mason (for item 7B), Karla Lobo (on presentation items)

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Oglesby, Pacheco, Miller

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: DIRECTION TO UPDATE CODE OF CONDUCTS & ETHICS

C. APPROVE A FEE WAIVER FROM SARANGSAM PRISON MINISTRY FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR MUSIC FESTIVAL ON OCTOBER 7, 2023

Director Meewis provided a presentation and responded to questions from Council. There were no comments from the public.

On motion by Council/Agency Member Garcia-Arrazola, and second by Council/Agency Member Burks, and carried by the following vote, the City Council/Successor Agency moved to approve a fee waiver from Sarangsam Prison Ministry.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Oglesby, Miller

NOES: Pacheco

ABSTAIN: None

ABSENT: None

ACTION: APPROVED

D. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH EVERYONE'S HARVEST FOR THE OPERATION OF SEASIDE'S CERTIFIED FARMERS MARKET YEAR ROUND FOR A NOT TO EXCEED AMOUNT OF \$24,600.00 A YEAR FOR A TERM OF TWO YEARS

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

PUBLIC COMMENT: Regina Mason, Dayana Bergman, Hester Parker, Robert Daniel, Karla Lobo, unnamed resident, Tanja Roos, Kera Abraham Panni, Karina Moreno, Evonne, Keylin Figueroa

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution authorizing the City Manager to enter into an agreement with Everyone's Harvest.

Thursdays, 3-7pm at Laguna Grande Park, equal amount of produce/food vendors and goods vendors, and allow non-profit organizations and/or other types of vendors to table with no cost.

RESULT: 5-0-0-0

AYES: Burks, Garcia-Arrazola, Oglesby, Pacheco, Miller

NOES: None

ABSTAIN:

ABSENT:

ACTION:

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

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

12. CLOSED SESSION

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

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

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE SECTION 54956.9 - POTENTIAL LITIGATION

13. ADJOURNMENT

With no further business, the meeting adjourned at 12:01 a.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Ashley Collick, Assistant City Manager

DATE: April 20, 2023

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING APRIL 28, 2023, AS
ARBOR DAY**

RECOMMENDATION

Approve proclamation recognizing April 28, 2023 as Arbor Day in the City of Seaside.

BACKGROUND

The City of Seaside is a Tree City USA. To maintain status as a Tree City USA, the City must have a proclamation for Arbor day, which is attached.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

1. Arbor Day Proclamation 2023
-

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

City of Seaside PROCLAMATION



Arbor Day April 28, 2023

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE, BE IT PROCLAIMED, that, I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, California, on behalf of the City Council do hereby proclaim April 28, 2023 as "**Arbor Day**" in the City of Seaside, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Ian N. Oglesby, Mayor
April 20, 2023



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Ashley Collick, Assistant City Manager

DATE: April 20, 2023

SUBJECT: APPROVE PROCLAMATION RECOGNIZING MAY 1 2023, AS LAW DAY

RECOMMENDATION

Approve proclamation recognizing May 1, 2023, as Law Day in the City of Seaside.

BACKGROUND

The Library of Congress' list of commemorative observances was approved by the Council in May 2021; Law day is included.

Law Day is commemorated on May 1st every year in the United States of America, and dates back to 1957 when American Bar Association President Charles Rhyne envisioned a special day to celebrate the American legal system.

On February 3rd, 1958, President Dwight Eisenhower issued a proclamation to inform the establishment of Law Day, and after that, every president has issued an annual Law Day proclamation. In 1961, by a joint resolution of the National Assembly, May 1st was designated by the National Assembly as the official date to celebrate Law Day.

There are no official flags to be flown at City hall.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

1. Law Day 2023 Proclamation
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is positioned above a horizontal line. The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

Jaime M. Fontes, City Manager

City of Seaside PROCLAMATION



Law Day 2023 Commemorative Observance

WHEREAS, *Law Day is commemorated on May 1st every year in the United States of America; and*

WHEREAS, *Law Day dates back to 1957 when American Bar Association President Charles Rhyne envisioned a special day to celebrate the American legal system; and*

WHEREAS, *On February 3rd, 1958, President Dwight Eisenhower issued a proclamation to inform the establishment of Law Day, and after that, every president has issued an annual Law Day proclamation; and*

WHEREAS, *In 1961, by a joint resolution of the National Assembly, May 1st was designated by the National Assembly as the official date to celebrate Law Day; and*

WHEREAS, *Law Day is an important occasion to reflect the role of laws on the foundation of the country and recognize their importance in the City of Seaside; and*

WHEREAS, *Supported by organizations such as the American Bar Association, this day is an opportunity to see and discuss the role of the courts in the United States; and*

WHEREAS, *Law Day is a special day meant to help people appreciate their freedoms and affirm their allegiance to the United States, especially toward equality and justice. It also aims to promote respect for the law, which is of vital importance for a democratic way of life.*

NOW THEREFORE, BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim May 1, 2023 as Law Day.*

Ian N. Oglesby, Mayor
April 20, 2023



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Ashley Collick, Assistant City Manager

DATE: April 20, 2023

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING MAY 1-7, 2023, AS
PROFESSIONAL MUNICIPAL CLERK'S WEEK**

RECOMMENDATION

Approve proclamation recognizing May 1-7, 2023, as Professional Municipal Clerks Week in the City of Seaside.

BACKGROUND

The Office of the Professional Municipal Clerk is the oldest among public servants. The Office of the Professional Municipal Clerk provides a link between the City of Seaside and its citizens, local governing bodies and agencies of government at many levels. Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

1. Professional Municipal Clerks Week 2023
-

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

City of Seaside PROCLAMATION



54th Annual Professional Municipal Clerks Week Commemorative Observance

WHEREAS, *The Office of the Professional Municipal Clerk, a time honored and vital part of the City of Seaside, exists throughout the world; and*

WHEREAS, *The Office of the Professional Municipal Clerk is the oldest among public servants; and*

WHEREAS, *The Office of the Professional Municipal Clerk provides the professional link between the City of Seaside and its citizens, local governing bodies and agencies of government at other levels; and*

WHEREAS, *Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and*

WHEREAS, *The Professional Municipal Clerk serves as the information center on functions of the City of Seaside and community; and*

WHEREAS, *Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and*

WHEREAS, *It is most appropriate that we recognize the many accomplishments of the City of Seaside's Office of the Professional Municipal Clerk.*

NOW THEREFORE, BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim the week of May 1 through May 7, 2023, as Professional Municipal Clerks Week, and further extend deep appreciation to our own outstanding Professional Municipal Clerk, Mrs. Dominique Davis, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

Ian N. Oglesby, Mayor
April 20, 2023



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: April 20, 2023

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING MAY 2023, AS
NATIONAL WATER SAFETY MONTH**

RECOMMENDATION

Approve a proclamation recognizing May 2023, as National Water Safety Month in the City of Seaside.

BACKGROUND

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

Approving this proclamation is in support of the City Council's Strategic Priorities of:

- Diverse and Inclusive Community
- Community Safety & Quality of Life

FISCAL IMPACT

There is no fiscal impact associated with this proclamation.

ATTACHMENTS

1. Proclamation Water Safety Month
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

City of Seaside PROCLAMATION



Water Safety Month May, 2023

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

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

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

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

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

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

NOW, THEREFORE BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council do hereby declares **May 2023 as Water Safety Month** and urges all our citizens in Seaside to support and promote this observance.*

Ian N Oglesby, Mayor

April 20, 2023



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Alexia Garcia, Housing Program Manager

DATE: April 20, 2023

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING MAY 2023, AS
AFFORDABLE HOUSING MONTH**

RECOMMENDATION

Approve a proclamation recognizing May 2023, as Affordable Housing Month in the City of Seaside.

BACKGROUND

May is National Affordable Housing Month, an opportunity to recognize the central role that safe, dignified and affordable housing plays in the community's overall well being. The federal government defines housing as affordable when its cost does not exceed more than 30% of a household's income, allowing households to have money leftover for other necessities.

The celebratory month was founded by community members and affordable housing advocates. Many community-based organizations offer housing-themed educational workshops, and celebrations throughout the month of May.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

1. Affordable Housing Month Proclamation
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

City of Seaside PROCLAMATION



Recognizing May 2023 as Affordable Housing Month

WHEREAS, *Access to safe, dignified and affordable housing is central to Seaside's overall health and vitality, and*

WHEREAS, *Housing affordability continues to be a city, state, and national concern, and*

WHEREAS, *The City of Seaside is committed to the continued advancement of housing opportunities for all its residents, across all income levels, and*

WHEREAS, *The preservation and creation of affordable housing benefits the community at large, and*

WHEREAS, *Meeting the housing needs of Seaside's residents require creative solutions and collaboration across professional sectors and community-wide engagement, and*

WHEREAS, *It is most appropriate that we recognize the work of affordable housing partners, advocates and the City of Seaside in promoting a more accessible housing market.*

NOW THEREFORE, BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim the month of May as Affordable Housing Month.*

Ian N. Oglesby, Mayor
April 20, 2023



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Ashley Collick, Assistant City Manager

DATE: April 20, 2023

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING MAY 2023, AS
ASIAN PACIFIC AMERICAN HERITAGE MONTH**

RECOMMENDATION

Approve proclamation recognizing the month of May 2023, as Asian Pacific American Heritage Month in the City of Seaside.

BACKGROUND

The Library of Congress' list of commemorative observances was approved by the Council in May 2021; Asian Pacific American Heritage Month is included.

Asian Pacific American Heritage in the United States was celebrated beginning in 1978 and was made into a month-long event in 1992.

During Asian American and Pacific Islander Month, we acknowledge Asians and Pacific Islanders that live and work in the City of Seaside, contributing to our community's economy, culture, education, politics, arts, literature, science and technological developments.

A commemorative flag will be flown at City Hall.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

1. Proclamation
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is positioned above a horizontal line. The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

Jaime M. Fontes, City Manager

City of Seaside PROCLAMATION



ASIAN PACIFIC AMERICAN HERITAGE MONTH May 2023

WHEREAS, This May, during Asian Pacific Heritage Month, we recognize the history and achievements of Asian Americans, Native Hawaiians, and Pacific Islanders (AANHPIs) across our City. In the midst of a difficult year of pain and fear, we reflect on the tradition of leadership, resilience, and courage shown by AANHPI communities, and recommit to the struggle for AANHPI equity; and

WHEREAS, Seaside is proud to be home to a large Asian American, and Native Hawaiian, and Pacific Islander population that contributes greatly to the prosperity and enrichment of our Community; and

WHEREAS, for more than a century, Asian American, and Native Hawaiian, and Pacific Islander men and women have made valuable contributions to all areas of life in this nation, including government, business, arts and sciences, medicine, education, law enforcement, and the military; and

WHEREAS, Asian Americans, and Native Hawaiians, and Pacific Islanders are deeply-rooted in the United States, California, and Seaside reminding us of proud and sometimes painful chapters of our history; and

WHEREAS, Asian Americans, and Native Hawaiians, and Pacific Islanders make our City more vibrant through diversity of cultures, languages, traditions, and religions. AANHPI have represented their communities through public and community service, advocacy, making our city stronger and resilient; and

WHEREAS, diversity represents one of our greatest strengths, and by recognizing the contributions and accomplishments of Asian Americans, and Native Hawaiians, and Pacific Islander men and women, our City celebrates the importance of inclusion to building a brighter future for all of our residents; and

WHEREAS, Seaside is committed to providing comprehensive support to ensure that our community is equitable and welcoming to all people; and

WHEREAS, the City of Seaside is proud to celebrate Asian Americans, and Native Hawaiians, and Pacific Islanders Heritage Month, and commemorate the essential contributions, sacrifices, and accomplishments that AANHPI have made to Seaside.

NOW, THEREFORE BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby recognize May 2023 as **Asian Pacific American Heritage** in the City of Seaside, Ca. and I call this observance to the attention of all our residents.

*Ian N. Oglesby, Mayor
April 20, 2023*



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Ashley Collick, Assistant City Manager

DATE: April 20, 2023

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING MAY 2023, AS
JEWISH AMERICAN HERITAGE MONTH**

RECOMMENDATION

Approve proclamation recognizing May 2023, as Jewish American Heritage Month in the City of Seaside.

BACKGROUND

The Library of Congress' list of commemorative observances was approved by the Council in May 2021; Jewish American Heritage Month is included.

From our nation's earliest days, Jewish Americans have been an essential part of the American story, greatly contributing to the religious, cultural, political, economic, and intellectual advancement of all people in the face of discrimination and adversity.

As we celebrate their rich heritage in the City of Seaside and our Nation, we recognize that the Jewish American community has worked tirelessly to strengthen the promise of religious freedom and civil rights in the United States by joining together with all faiths to reject ignorance and intolerance, teach empathy and compassion, and root out hatred wherever it exists.

A commemorative flag will not be flown at City Hall.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

1. Proclamation Jewish American Heritage Month

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

City of Seaside PROCLAMATION



Jewish American Heritage Month Commemorative Observance

WHEREAS, *This month, we honor Jewish Americans — past and present — who have inextricably woven their experience and their accomplishments into the fabric of our local and national identity; and*

WHEREAS, *from our Nation's earliest days, Jewish Americans have been an essential part of the American story, greatly contributing to the religious, cultural, political, economic, and intellectual advancement of all people even while in the face of discrimination and adversity; and*

WHEREAS, *as we celebrate their rich heritage in the City of Seaside and our Nation, we recognize that the Jewish American community has worked tirelessly to strengthen the promise of religious freedom and civil rights in the United States by joining together with all faiths to reject ignorance and intolerance, teach empathy and compassion, and root out hatred wherever it exists; and*

WHEREAS, *The Jewish American experience is a story of faith, fortitude, and progress, it is also a story that is connected to key tenets of American identity, including our Nation's commitment to freedom of religion and conscience.*

NOW THEREFORE, BE IT PROCLAIMED, *that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim May 2023 as Jewish American Heritage Month.*

Ian N. Oglesby, Mayor
April 20, 2023



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Ashley Collick, Assistant City Manager

DATE: April 20, 2023

SUBJECT: APPROVE PROCLAMATION RECOGNIZING APRIL 30-MAY 6, 2023, AS SMALL BUSINESS WEEK

RECOMMENDATION

Approve a proclamation recognizing April 30-May 6, 2023, as Small Business Week in the City of Seaside.

BACKGROUND

National Small Business Week is celebrated during the first week of May every year and takes place from April 30 to May 6 this year. The aim of this week is to honor the entrepreneurs who have played their part in bringing new ideas to life and growing our economy.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

1. Small Business Proclamation
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes".

Jaime M. Fontes, City Manager

City of Seaside PROCLAMATION



SMALL BUSINESS WEEK

April 30 – May 6, 2023

WHEREAS, *small businesses are the engines of job creation in the United States and this fact comes to life in the City of Seaside, California; and*

WHEREAS, *small businesses represent a community at work; and often times their value and the role they play in our communities is overlooked because they are small; and*

WHEREAS, *the impact is evident in our society as more than half of Americans either own or work for a small business, and they create approximately two out of three new jobs in the U.S. each year; and*

WHEREAS, *in the City of Seaside, our small businesses over the years have provided jobs, paid taxes, and contributed to local charitable and community efforts; and*

WHEREAS, *owners of small businesses deserve recognition, gratitude and support through the Small Business Administration National Small Business Week April 30 to May 6, 2023; and*

WHEREAS, *the City of Seaside recognizes that small businesses in Seaside are a core component of our local economy and pays tribute to the determination and entrepreneurial spirit of City of Seaside business owners.*

NOW THEREFORE, BE IT PROCLAIMED, *that, I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, California, on behalf of the City Council do hereby proclaim April 30 to May 6, 2023, as "Small Business Week," and I urge all residents of Seaside to recognize small business for the contributions they make in providing jobs and for the unique cultural and social element they bring to our community.*

Ian N. Oglesby, Mayor
April 20, 2023



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Melissa Broadston, ESCA Program Manager

DATE: April 20, 2023

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

RECOMMENDATION

Approve report as presented in the agenda packet.

BACKGROUND

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

FORA ESCA Remediation Program Background:

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

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

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

ESCA QUARTERLY UPDATE

Jurisdiction Coordination

ESCA property could not be transferred to the jurisdictions until Army deed modifications and issuance of the Army CERCLA Warranties/Deed Amendments were completed. The ESCA property Army CERCLA Warranty and Deed modification documents were signed by FORA at Army Headquarters in Washington, D.C. and Recorded in Monterey County on June 26, 2020. The receiving jurisdictions signed and recorded these deeds and have final ownership of their ESCA properties. During a file audit, staff discovered that the ESCA properties were still showing FORA as the owner on the County Recorder's website. Coordination with the recorder/assessor's office and jurisdictions continues for corrections. Significant progress has been made to complete the Quit Claim Deeds that will convey the Comprehensive Environmental Response, Compensation and Liability Act warranties (not related to munitions) for several parcels transferred under the Finding of Suitability for Early Transfer, number 5.

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

ESCA continued coordination to replace the Pollution Legal Liability insurance policy that will expire December 31, 2024.

ESCA is working with Monterey County for a smooth completion of data collection and

subsequent development of the Annual Land Use Control Report. ESCA is also working closely with Monterey County's Geographic Information Staff (GIS) staff to ensure that data corrections are made prior to the next (December 1, 2023) Land Use Control report submission. On April 19, ESCA met with Army and County officials to discuss the process of updating and corrections to the Assessor's GIS data. ESCA provided jurisdictions with GIS data that they can download to their phone to better assist with onsite parcel and land use control verification. This assistance continues to be offered as new staff members are on-board.

ESCA continued coordination for consistent signage of jurisdictional boundaries between ESCA lands. All Fort Ord gate signage is complete for each jurisdiction. ESCA will continue to assist the jurisdictions with finding and identifying property boundaries, identifying locations requiring notification/construction support documentation. ESCA assisted with the review coordination of the Veterans Cemetery Appreciation Wall Construction Support Plan, ESCA notifications for the Nurses Barracks soil boring project and the storm water infiltration system installation/repair project in Seaside. ESCA also wrapped-up the documentation (After Action Construction Report Plan) for the Broadway By-Pass project in Seaside.

Based on the history of the former Fort Ord as an Army base, munitions can be encountered during the use of the property. ESCA outreach specific to the munitions safety awareness class at FortOrdSafety.com serves as an important resource to remind community members who might discover suspicious objects to follow the **3Rs of explosives safety – Recognize, Retreat, and Report**. ESCA is responsible for the maintenance and participant tracking for the English and Spanish version of the free on-line training class at Fort Ord Safety.com. The training at FortOrdSafety.com supplements and compliments the Army's on-site munitions safety training program as an important community asset for the use of the lands of the former Fort Ord. Participation for this training remains robust.

The ESCA team continues to conduct weekly patrols of Seaside's ESCA properties and bi-weekly patrols of other ESCA properties. ESCA patrols also included debris removal. With the recent atmospheric rain events, additional patrols were conducted to assess erosion and fence integrity. ESCA assisted with the response and bomb squad investigation of a suspect munitions item discovered on Blue Line Road. The bomb squad determined the item was not explosive and removed it for scrap metal recycling.

ESCA participated in the Army's outreach activities including updates at the February 10, 2023, Army BRAC Cleanup Team meeting for munitions response. ESCA also participated in the Army's February 11, 2023, Community Involvement Workshop, February 14, 2023, Technical Review Committee meeting, and February 23, 2023, Annual Munitions Site Security meeting.

NEXT QUARTER GOALS

During the next quarter, the ESCA Program will be focusing on the following tasks.

- ESCA “refresher” training will be provided for the remaining jurisdictions: Del Rey Oaks and California State University Monterey Bay.
- Continue coordination supporting completion of property transfers.
- ESCA will also continue coordination with jurisdictions and extensive public outreach on the Munitions Recognition and Safety Training which is available at FortOrdSafety.com.
- ESCA will continue coordination of tasks related to the Pollution Legal Liability insurance.
- ESCA will continue weekly inspection and monitoring of activities on ESCA lands.
- ESCA will continue follow-up of incidents of concern.
- ESCA will continue assistance and coordination with munitions documentation such as after action reports, Construction Support Plans, and notifications for projects located on ESCA properties with soil disturbances of less than 10 cubic yards with a low probability of encountering munitions.
- Assist other jurisdictions with questions related to ESCA land use controls.
- ESCA will participate in Seaside's Earth Day event with an information booth.
- Initiate a “read your deeds” campaign with the other jurisdictions to ensure that the information and parcel boundaries are correctly reflected in the County’s GIS databases.

FISCAL IMPACT

None. The actual cost to Seaside of these Army obligations will be fully reimbursed.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: April 20, 2023

SUBJECT: APPROVE CO-SPONSORSHIP AND FEE WAIVER FOR CALIFORNIA STATE UNIVERSITY MONTEREY BAY'S DEPARTMENT OF SOCIAL WORK FOR THE "TOXIC IMMIGRATION STRESS EVENT" ON APRIL 28, 2023

RECOMMENDATION

Approve a co-sponsorship and fee waiver request from California State University Monterey Bay's Department of Social Work to co-sponsor their event "Toxic Immigration Stress" event at the Oldemeyer Center in the Laguna Grande Hall, on April 28, 2023, from 4:30 p.m. to 7:00 p.m.

BACKGROUND

California State University Monterey Bay (CSUMB) Department of Social Work is requesting co-sponsorship and to waive all fees and staff costs related to their Toxic Immigration Stress: "A Look at the Emotional Health of Immigrants Event" at the Oldemeyer Center in the Laguna Grande Hall on April 28, 2023.

This event will take a look at the emotional health of immigrants and children of immigrants throughout their life course. Dr. Cecilia Ayon will be the speaker for this event. She is a professor at the School of Public Policy at the University of California in Riverside, and is a community-based researcher that specializes in hard-to-reach populations. Her research examines factors that promote/hinder the well-being of Latino immigrant families, immigration policy, health disparities, and intervention development and evaluation.

The approval of this request is in line with the following City Council Strategic Priorities of:

- Diverse and Inclusive Community

FISCAL IMPACT

Should the City Council approve the request for co-sponsorship of the CSUMB Department of Social Work Toxic Immigration Stress Event to waive all fees and staff costs, the approximate fiscal impact is as follows:

Laguna Grande Hall Fee	21/2 Hours @ \$140.63
	\$56.25
<u>Deposit Non Refundable Portion</u>	<u>\$ 98.25</u>
TOTAL	\$238.88

ATTACHMENTS

1. CSUMB - Department of Social Work Fee Waiver & Rental Form 2023
2. CSUMB - Department of Social Work Insurance 2023

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: CSUMB Dept. of Social Work
 Name of Applicant: Maria Gurrola and/or Vanessa Gonzales
 Address: 100 Campus Center - 82B City: Seaside State: CA
 Phone: 831-582-5316 Email: vhgonzales@csumb.edu

EVENT INFORMATION:

Event Title: Toxic Immigration Stress: A Look at the Emotional Health of Immigrants
 Event Description: academic presentation
 Event Date: 4/28/23 Room(s) Requested: Laguna Grande
 Time (including set-up): 4:30 pm - 7:00 pm Approximate Number of Guests: 70

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Budget restraints They are asking for the City of Seaside to Co-Sponsor this event.
 Have you received a Fee Waiver in the past? ☐ Yes, the event was on unknown ☒ No
 What is your organization's tax identification number? unknown
 What percentage of your members or participants resides in Seaside? unknown
 Is your organization based in Seaside? ☒ Yes ☐ No
 Is your organization able to provide liability insurance? ☒ Yes ☐ No
 Will alcohol be served or sold at your event? ☐ Yes ☒ No

Applicant Signature: Maria A. Gurrola Date: 3/23/23

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____ Date: _____

Notes: _____



POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

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

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



FOR ALL REGARDING ROOM RENTAL FEES AND WAIVERS

The City of Seaside, California, is a member of the County of San Diego's Regional Water Board. The Board has established a fee schedule for the use of its facilities. The fee schedule is based on the amount of water used and the type of facility used. The fee schedule is as follows:

For the use of the Board's facilities, the fee is \$1.00 per gallon of water used. The fee is based on the amount of water used and the type of facility used. The fee schedule is as follows:

FOR ALL REGARDING ROOM RENTAL FEES

The City of Seaside, California, is a member of the County of San Diego's Regional Water Board. The Board has established a fee schedule for the use of its facilities. The fee schedule is based on the amount of water used and the type of facility used. The fee schedule is as follows:

CALIFORNIA RENTAL FEES WAIVER

The City of Seaside, California, is a member of the County of San Diego's Regional Water Board. The Board has established a fee schedule for the use of its facilities. The fee schedule is based on the amount of water used and the type of facility used. The fee schedule is as follows:

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SAVE THE DATE

FRIDAY, APRIL 28, 2023

5 PM - 6:30 PM

LOCATION TO BE ANNOUNCED

Toxic Immigration Stress:

A Look at the Emotional Health
of Immigrants & Children of
Immigrants across the
Lifecourse

Speaker Biography:

Dr. Cecilia Ayón is a professor at the School of Public Policy at the University of California, Riverside. She is a community-based researcher and specializes in hard-to-reach populations. Her research examines factors that promote/hinder the well-being of Latino immigrant families, immigration policy, health disparities, and intervention development and evaluation. She has been successful in securing funding for her research through the Silberman Foundation, the Foundation for Child Development, the California Initiative for Healthy Equity and Action and the William T. Grant Foundation.



California State University
MONTEREY BAY
Department of Social Work



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

CONTACT INFORMATION:

ROOM: Laguna Grande Hall

Organization: CSUMB - Dept. of Social Work

Name of Applicant: Maria Gurrola and/or Vanessa Gonzales

Address: 100 Campus Center - 82B City: Seaside, CA Zip: 93955

Phone: 831-582-5316 Email: vhgonzales@csumb.edu

Day of Event Contact Name and Phone: Maria Gurrola 602-740-4973

☐ Resident ☒ Non-Resident

EVENT INFORMATION:

Event Title: Toxic Immigration Stress: A Look at the Emotional Health of Immigrants

**Please attach invitation or flyer if available.*

Event Date: April 28, 2023 Approximate Number of Guests: 70-80

Reservation Time: 4:30 pm - 7:00 pm Event Time: 5 pm - 6:30 pm

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

Special Instructions: Classroom style seating for 80 people with an aisle in the middle. A couple tables for refreshments.

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

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

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

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

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

Applicant Signature: Maria A. Gurrola Date: 3/22/2023

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

Note: Original to Resource Management/Recreation Department



SEASIDE CALIFORNIA

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

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

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

	Resident	Non-Res
Hourly Rate	\$56.25	\$154.00
Deposit	\$655.00	\$819.00
(Refundable)	(\$556.75)	(\$696.15)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

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

☐ BAYONET MEETING ROOM

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 /hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ BLACKHORSE MEETING ROOM

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hrs.	\$43.75 /hr.	\$76.00 /hr.
After 3 hrs.	\$20 /hr.	\$33.00 /hr.

☐ DANCE STUDIO

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$94.00 / hr.
After 3 hrs.	\$20.00 /hr.	\$44.00 / hr.

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

	Resident	Non-Res
Rate 0-3 hrs.	\$43.75 /hr.	\$61.00 / hr.
After 3 hrs.	\$20 /hr.	\$28.00 /hr.

☐ SEASIDE MEETING ROOM

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$61.00 / hr.
After 3 hrs.	\$20 /hr.	\$28.00 / hr.

☐ SEASIDE COMMUNITY CENTER (SOPER)

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

	Resident	Non-Res
Hourly Rate	\$59.25	\$83.00
Deposit	\$348.00	\$436.00
(Refundable)	(\$295.80)	(\$370.60)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

Liability Insurance: \$85-\$217

Security Guards: required 1 per 50 guests

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

☐ YOUTH EDUCATION CENTER

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

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

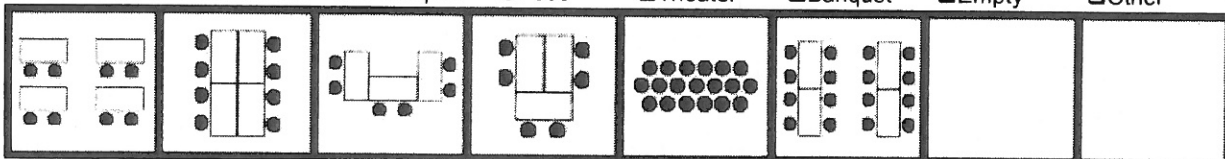
Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$47.00. Proof of 501(c)(3) required.

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

SEATING CONFIGURATION

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

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





SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

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



SEASIDE CALIFORNIA

Facility Use Rental Request Form

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

any breakage occurred or whether overtime was incurred beyond stated setup, cleanup or activity time. The City reserves the right to close down any party or activity that may in any way endanger the health or safety of any person or property. Any early closure of the facility may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.

24. **SUPPLIES:** City staff is not authorized to provide supplies for your event.

25. **SECURITY GUARDS:** One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

IMPORTANT THINGS TO NOTE

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

45 days in advance	Full refund, less a \$7 surcharge
30-45 days in advance	Full refund, less the non-refundable part of security deposit
Less than 30 days in advance	Full refund, less the entire security deposit
Less than 48 hours in advance	No refund

- ✓ *If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and deposits and fees will NOT be refunded.
- ✓ *A one million dollar (two million aggregate) liability insurance policy is required. You can either purchase it through the city, or through another insurance company and provide us a copy of the policy naming the City of Seaside as co-insured.
- ✓ Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per every fifty guests. A copy of the contract must be provided to the city at least 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.

Food Sales and Prohibited Goods & Materials:

- ❖ All food providers within the city utilizing disposable food service ware shall use certified compostable products, or recyclable non-plastic products. This includes but is not limited to plates, napkins, straws, cups, bottles, lids, utensils, bowls, stirrers, beverage plugs, trays and hinged or lidded containers. Non-plastic single-use products shall be allowed only if they are currently accepted for composting or recycling by the designated waste hauler and the Monterey Regional Waste Management District.
- ❖ Applicants and vendors are prohibited: to use any PLASTIC water bottles, use Styrofoam/polystyrene packaging, and provide plastic straws unless requested by the customer self-identifying a need for a plastic straw.
- ❖ The use of balloons is prohibited at all City of Seaside parks and facilities.

Initials: _____

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)
3/24/2023

PRODUCER

Alliant Insurance Services, Inc.
560 Mission Street, 6th Floor
San Francisco CA 94105

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

PROGRAM AFFORDING COVERAGE

A: CSURMA

B:

C:

NAMED COVERED PARTY

CSU, Monterey Bay
100 Campus Center
Seaside CA 93955-8001

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CSURMA-LIAB-2223	7/1/2022	7/1/2023	EACH OCCURRENCE	\$ 2,000,000
	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 2,000,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXPENSE (Any one person)	\$ Excluded
	☒ Contractual Liab				PERSONAL & ADV INJURY	\$ 2,000,000
	☒ SIR \$50,000				GENERAL AGGREGATE	\$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	\$ 4,000,000
	☐ MEMOR-ANDUM ☐ PROJECT ☐ LOC				Sexual Abuse	\$ 2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO					\$
	☐ ALL OWNED AUTOS					
	☐ SCHEDULED AUTOS					
	☐ HIRED AUTOS					
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY				☐ WC STATUTORY LIMITS ☐ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Evidence of coverage as respects the use of facilities for Toxic Immigration Stress: A look at the emotional health of immigrants and children of immigrants across the life course (HRSA BHWET Scholarship) on April 28, 2023. Location: Oldemeyer Center/Laguna Grande Hall

This cancels and replaces certificate(s) issued on March 23, 2023.

CERTIFICATE HOLDER

City of Seaside
440 Harcourt Avenue
Seaside CA 93955

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

David J. Howell



CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: April 20, 2023

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM BETHEL MISSIONARY BAPTIST CHURCH**

RECOMMENDATION

Approve a Mayor's Youth Fund contribution request from Bethel Missionary Baptist Church for a donation of \$3,000.00 to help cover the costs associated with their Youth Living Life Mentoring Program.

BACKGROUND

Bethel Missionary Baptist Church is requesting a donation of \$3,000.00 from the Mayor's Youth Fund to cover the cost associated with their Youth Living Life Mentoring Program. Their program is designed for youth ages 6 to 18 years, which is a 3-6 month program designed to be a transitional support service for their youth. The program is premised on dropping recidivism (detentions, suspensions, and interventions prior to expulsions) and decreasing the risk of lawful interventions. While reintroducing youth into their respective schools, communities, and family systems, the expectation is that the training, teaching, and counseling will enable them to reconnect with aspects of social living.

The church encourages pride for their city and demonstrates the positive impact that their recycling and group cleanup provides to the community. The Youth Living Life Mentoring Program will give their youth the opportunities to understand the way of life from low energy, ozone awareness, recycling, and more.

Based on the information provided in the application, the request meets the criteria for the Mayor's Youth Fund Policy. Bethel Missionary Baptist Church last received a contribution of \$3,000.00 from the Mayor's Youth Fund at the March 04, 2021 City Council meeting. They submitted their 2021 Mayor's Youth Fund Closing Report within

the 60 day time frame.

Approval of this Mayor's Youth Fund request is in line with the City Council's Strategic Priorities of:

- Diverse and inclusive Community
- Community Safety & Quality of Life

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance in the Mayor's Youth Fund account (601-2106) is \$44,349.43. If the City Council approves this request, the balance will decrease to \$41,349.43. This is for fiscal year 2022/23.

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

ATTACHMENTS

1. MYF Bethel Missionary Baptist Church Request 2023
2. Bethel Missionary Baptist Church W9 2023
3. Mayor's Youth Fund Closing Report - Bethel Missionary Baptist Church 2021

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

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

MAYOR'S YOUTH FUND POLICY

Purpose: The Mayor's Youth Fund was created to provide supplemental financial assistance to students and non-profit groups that provide services to improve the lives of young people living in the City of Seaside. A policy has been developed to standardize the evaluation of contribution requests and ensure that the funds are used appropriately to serve the City's youth.

Eligible Applicants: Contributions will only be made to, or on behalf of, students or organized groups, such as schools and non-profit organizations based in Seaside and/or serving a majority of Seaside residents (50%) that are 18 years old or younger or enrolled in high school. Faith based organizations may apply for contributions from the Mayor's Youth Fund if the funding is not used to support religious activities such as worship, Sunday School, or religious instruction. In addition, activities funded by the Mayor's Youth Fund must be open to all persons without regard to their religious affiliation.

Submittal of Contribution Requests: In order to request a contribution, the following information must be provided in writing:

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.
- Description of other methods being used to raise funds and/or other contributors.
- An explanation of how the group, activity, or event will benefit Seaside youth.
- Written description of how the use of the funds will be specifically used for youth group activities/events and/or has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.
- How this request will provide a municipal benefit (ie., benefit the community).
- Proof of non-profit organizations status (not a taxpayer's I.D> number) and a current W-9 form.

Evaluation Process and Criteria: Contributions can only be made if approved by the City Council. Funding requests will be evaluated based on their consistency with this policy, including the following criteria.

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.
- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.
- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.
- Contributions are only paid to organizations, such as non-profit groups and schools.
- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided below.)
- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.
- How this request will provide a municipal benefit (ie., benefit the community).



SEASIDE CALIFORNIA

Mayor's Youth Fund

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

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

Individuals	25% of total cost of activity (not to exceed \$1,000)
Groups up to 20 people	up to \$1,500
Groups of 21+ people	up to \$3,000

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

Funding Requirements:

- Funding is limited to one contribution per year (every 12 months).
- The Mayor's Youth Fund Closing Report Form must be submitted to staff at least 60 days upon completion of the event, activity or program. Applicants that do not furnish the form may not apply for funds for the following year.
- A representative from the organization is required to be at the Council meeting for their application to be heard. If no representative is present then the agenda item will be postponed to another City Council meeting upon notification by the applicant.
- Incomplete applications will not be forwarded for Council consideration; applications not answering the question related to reduce, reuse or recycle are considered incomplete.

Individual Requests: Please attach an itemized list of all expenses. Amount of donation may not exceed 25% of the total cost of the activity and not exceed \$1,000. Applications that are incomplete will be returned.

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

All requests will be considered before the City Council and you will be notified of the specific date your item is placed on the agenda. Please return this completed form with necessary attachments to:

Dan Meewis
City of Seaside Recreation Services
440 Harcourt Avenue
Seaside, CA 93955



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

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

MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION:

Organization: BAMB @ BMBC
Name of Applicant: Pastor H H usik Sr.
Address: 390 Elm Street City: Seaside State: Ca
Phone: (83) 915-6002 Email: pastorhsk@bmbc@yahoo.com
Number of Participants: 30-40 Seaside Residents / Students: 100 % Ages: 6-18

CRITERIA:

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

Please select one or more from the following list:

☒ Scholastic ☒ Athletic ☒ Music ☒ Environmental ☒ Art

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

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

Please see Attached.

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

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

What other funding sources will supplement your requests? Local private
individuals have donated to help our cause.

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

Applicant Signature

Date:

3/24/23

B. A. B. M

Seaside Youth Living Life Mentoring Program through Educational & Supernatural Prevention **Our Motto: " Be a Better Me"**

Program Description

Be a Better Me (BABM) is a non-profit functioning program primarily focused on making changes. It is a 3-6 month program designed to be a transitional support service for **Youth Living Life (Y.L.L)**. This program is premised on dropping recidivism (detentions, suspensions & interventions prior to expulsions) and decreasing the risk of lawful interventions. The program is a voluntary/mandatory remedial program to assist Y.L.L in restructuring dynamics and issues they face. While reintroducing the Y.L.L into their respective school, communities and family systems, the expectation is that the training, teaching and counseling has enabled them to reconnect back to normal social living with success.

Our program offers a range of options which can be tailored to specific individuals' needs. Each Y.L.L will be given the opportunity to receive training and treatment using methods such as:

- ❖ Motivational interviewing and motivational enhancement (MI/MET)
- ❖ Cognitive behavioral therapy (CBT)

BABM offers an array of services designed to increase the success of the student's reintegration into the school, community and family. The transitional experiences for living for our youth should have them ready to return to school and society in general, being a positive influence for themselves, their families and the community.

Proposed Objectives

BABM program uses a system of empirically based principles and practices. These methods will take advantage and give a positive approach change to the importance that Y.L.L place on their social, academic and behavioral concerns. This will be met by the following methods: Y.L.L

- a. Learn about themselves, identify their academic and interpersonal skills and develop feelings of self-efficacy.
- b. Develop relationships, value individual differences and rely on others i.e. partner, pal, and study buddy.
- c. Challenging their negative self-beliefs and foster hope for a new belief system within themselves.
- d. Learn and demonstrate positive responses to parents, teachers, coaches and others.
- e. Help others through community service, peer mentoring and teen leadership roles.
- f. Set goals and challenge themselves to achieve them to their best ability

Our services include but are not limited to: Y.L.L

- ❖ Individual and group counseling
- ❖ Substance abuse counseling

- ❖ Random breathalyzer and urinalysis testing
- ❖ Anger management cognitive and life skills development
- o Domestic violence prevention and awareness
- ❖ Cognitive and life skills development
- o Job readiness and job search assistance
- o Tutoring

Under the BABM motto, we are clear it takes a village to accomplish the task to change the lives of the Y.L.L in our community. This is only accomplished by true collaboration with our local community impact organizations. Collaborating to change the out comes and path of our Y.L.L in our community is the key to our humanity's future..

This model addresses the most common risk factors that are vital in the return of our Y.L.L to the families of our community. For this program to be effective and successful, it must be located in the City of Seaside. We plan to use all resources that are available in the city and on the Monterey Peninsula.

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line: do not leave this line blank.

Bethel Missionary Baptist Church

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification: check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) >
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) >
☒ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate

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

Exemption from FATCA reporting code (if any):

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

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

390 Elm Street

Requester's name and address (optional):

6 City, state, and ZIP code

Seaside CA 93955

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number

- -

OR

Employer identification number

77-0016021

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person

[Signature]

Date 3/24/23

General Instructions

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

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

Purpose of Form

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

- Form 1095-INT (interest earned or paid);
- Form 1099-DIV (dividends, including those from stocks or mutual funds);
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds);
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers);
- Form 1099-S (proceeds from real estate transactions);
- Form 1099-K (merchant card and third-party network transactions);

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1096-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

Done Mayors Youth Fund Closing Report



1 of 1

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: March 4, 2021

Name of Organization: HHL Learning Academy@ BMBC

Contact: Paztor H H Lusk Sr.

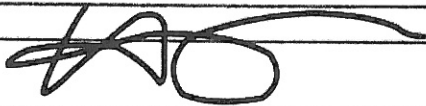
Address: 390 elm street seaside ca 93955

Email/Phone: Pastorlusk3bmbc@yahoo.com / 831-915-6002

Amount of Donation Received: \$3,000

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

There were many different items purchased i.e. learning and educational materials.
There was also meals provided which were made possible by the funds given by the
youth fund. We also did social activities with the effort that the activity would make an
impact on the group/individuals. date the group/individual participated in related to
reduce, reuse and recycle? Please provide written description, brief City Council
presentation, and/or photos.

Signature: 

Date: 5/21/21

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



CITY OF SEASIDE STAFF REPORT

Item No.: 8.M.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: April 20, 2023

SUBJECT: APPROVE A FEE WAIVER REQUEST FROM PALENKE ARTS ORGANIZATION TO USE LAGUNA GRANDE PARK TO HOLD THEIR SEVENTH ANNUAL PALENKE ARTS FESTIVAL

RECOMMENDATION

Approve a request from Palenke Arts for a fee waiver in the amount of \$1,197.00 related to their Seventh Annual Arts Festival at Laguna Grande Park on June 04, 2023.

BACKGROUND

The Palenke Arts Organization is proposing to hold their Seventh Palenke Arts Festival event on June 04, 2023. The organization's mission is to educate and inspire the community of Seaside through the arts and is comprised of a community of multicultural interdisciplinary arts, performers, students, educators, and community members who want to transcend their individual differences, and build a better community through the arts. The festival will be a celebration of the arts in the City of Seaside.

They are requesting a fee waiver to waive fees associated with this event and use of the City's stage. The Seventh Annual Palenke Arts festival is open to the public and no fees will be charged. Their application was reviewed by the Special Event Committee.

FISCAL IMPACT

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

Special Event Application Fee	\$ 110.00
Laguna Grande Park Fees	\$ 123.00

Park Deposit	\$ 189.00
<u>Public Works Set-up and Breakdown</u>	<u>\$ 775.00</u>
TOTAL	\$1,197.00

ATTACHMENTS

1. Palenke Arts Fee Waiver Request & Special Event Application 2023
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



SEASIDE CALIFORNIA

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Palenke Arts
Name of Applicant: Juan L. Sánchez
Address: 1713 Broadway Ave. City: Seaside State: CA
Phone: 831-333-6612 Email: info@palenkearts.org

EVENT INFORMATION:

Event Title: 7th Palenke Arts Festival
Event Description: This is a ~~multi~~ free multicultural celebration of the
Event Date: June 4, 2023 Room(s) Requested: LAKESIDE arts for the
Time (including set-up): 8am - 6pm Approximate Number of Guests: 300 whole family

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Free event enjoyed by the whole
community of Seaside

Have you received a Fee Waiver in the past? ☒ Yes, the event was on 11/2/22 ☐ No

What is your organization's tax identification number? 82-1786480

What percentage of your members or participants resides in Seaside? 95%

Is your organization based in Seaside? ☒ Yes ☐ No

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

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

Applicant Signature: _____

Date: 3/27/23

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

OR

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

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

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



SEASIDE CALIFORNIA

Parks and Picnics Facility Use Request Form

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

CONTACT INFORMATION:

Name of Applicant: JUAN L. SÁNCHEZ / PALENKE ARTS
Address: 1713 Broadway Ave. City: Seaside Zip: 93955
Phone: 831-333-6612 Email: info@palenkearts.org
☒ Resident ☐ Non-Resident Organization: Palenke Arts

FACILITY RESERVATION:

Intended Use/Activity: 7th Annual Palenke Arts Festival
Reservation Date(s): June 4, 2023 Times: (Available 8 AM-Dusk) 8 AM - Dusk
Location Requested: (All fees per current adopted fee schedule)

Soper

- ☐ BBQ Area 1 ☐ BBQ Area 2 ☐ BBQ Area 3
☐ Large BBQ Area ☐ Entire BBQ Areas

Laguna Grande Park

- ☐ Lakeside BBQ Area 1 ☐ Lakeside BBQ Area 2 ☒ Entire Lakeside BBQ Areas
☐ Eucalyptus BBQ Area ☐ Hillside BBQ Area 1 ☐ Hillside BBQ Area 2
☐ Hillside BBQ Area 3 ☐ Hillside BBQ Area 4 ☐ Hillside BBQ Area 5
☐ Hillside BBQ Area 6

Other

- ☐ Metz BBQ Area ☐ Ellis Park BBQ Area ☐ Robert's Lake
☐ City Hall Lawn ☐ Sports Complex

Do you intend to play music? (No amplified, live music, or bands allowed) ☐ Yes ☐ No
Do you intend to use the BBQ pits? ☐ Yes ☐ No

☐ Bounce House (additional fee)

Estimated Attendance: 300

(For Office Use Only)

Permit Fee: _____

Authorized Agent: _____ Date: _____

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



**SEASIDE
CALIFORNIA**

Parks and Picnics Facility Use Request Form

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

I, the undersigned, hereby certify that I will be personally responsible for any damage sustained to the grounds, buildings, furniture, or equipment occurring through the occupancy of said facilities. I will also be responsible for the enforcement of the Department rules and regulations. City Ordinance 9.12020 makes it unlawful for any person to knowingly make, continue or cause to be made or continue any excessive, unnecessary or unusually loud noise. City Ordinance 9.08.060(B)(1) makes it unlawful for any person using a park to consume or have in his/her possession an open container of any alcoholic beverage. **Please be aware that the City does not provide electricity for any park reservation other than a reservation made for a City Function.**

For rentals on Nights/Weekends or Holidays please call 831-394-6811 for police matters. For rental concerns or restroom issues, please call 831-760-2236. If no one responds within 15 minutes, then call 831-860-2336. It is also recommend that you have a copy of your receipt on hand during your rental.

Initials: JLS

Food Sales and Prohibited Goods & Materials:

- ❖ All food providers within the city utilizing disposable food service ware shall use certified compostable products, or recyclable non-plastic products. This includes but is not limited to plates, napkins, straws, cups, bottles, lids, utensils, bowls, stirrers, beverage plugs, trays and hinged or lidded containers. Non-plastic single-use products shall be allowed only if they are currently accepted for composting or recycling by the designated waste hauler and the Monterey Regional Waste Management District.
- ❖ Applicant is prohibited: to use any PLASTIC water bottles, use Styrofoam/polystyrene packaging, and provide plastic straws.
- ❖ The use of balloons is prohibited at all City of Seaside parks and facilities.

Initials: JLS

IT IS DISTINCTLY UNDERSTOOD AND AGREE, that the applicant assumes all risk for loss, damage, liability, injury, and costs or expenses that may arise during or because of such use or occupancy of the facility of the city of Seaside and its Public Works Department. The applicant further agrees that in consideration of being permitted to use said facilities, he/she will save and hold the City of Seaside and said Public Works Department and/or its employees, free and harmless from any loss claims liability, damage and/or injuries to persons or property that in any way may be caused by applicants use or occupancy of said facilities.

NOTE: All Park Rental Fees Are Non-Refundable

75% of cleaning deposits will be refunded within 14 -21 working days after use of facility.

The remaining 25% of the deposit will be kept in the Janitorial/Maintenance account.

(Rental Area Must Be Clean In Order To Receive a Refund)

Signature of Applicant: _____

Date: 3/27/23



**SEASIDE
CALIFORNIA**

Special Event Application

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

Date:

Dear Event Sponsor:

Welcome to the City of Seaside. The following pages include the City of Seaside's Special Events Application and accompanying instructions developed to guide you through the application process.

Effective July 01, 2020 a \$110.00 permit fee was approved by the Seaside City Council. Please enclose a check made out to the City of Seaside with your completed application. Once the completed form is received it will be distributed to all City departments and agencies affected by your event. You will then be notified of the status of your request. On behalf of the City of Seaside we thank you for contributing to the spirit and vitality of our City through the staging of your event. **Best wishes for a successful event!**

Terry Navarro
City of Seaside
986 Hilby Avenue
Seaside, CA 93955
(831) 899-6805
(831) 718-8603
Email: tnavarro@ci.seaside.ca.us



**SEASIDE
CALIFORNIA**

Special Event Application

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

CONTACT INFORMATION:

Organization: Palenke Arts
Name of Applicant: Juan L. Sanchez
Address: 1713 Broadway Ave. City: Seaside State: CA
Phone: 831-333-6612 Email: info@palenkearts.org
Day of Event Contact Name and Phone: same

EVENT INFORMATION:

Event Title: 7th Palenke Arts Festival
Event Category:
☐ Athletic / Recreation ☐ Concert / Performance ☐ Circus
☒ Celebration / Festival ☐ Parade / March / Procession ☐ Dance
☐ Carnival ☐ Other: _____
Event Date and Time: June 4th, 2023
Setup: 8 AM Event Start: 12 pm Event End: 5 pm Clean up: 6 pm
Event Location: Laguna Grande Park (Lakeside 1+2)

EVENT DESCRIPTION:

Please provide detailed description of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides, sanitation provisions or any other pertinent information about the event.

The 7th Palenke Arts Festival is a free, family friendly
multicultural arts celebration. It will feature
Mexican dancers, professional Brazilian musicians,
student performances, food + community booths + interactive performances

Number of Participants: 300 Event Benefiting: The community of Seaside
Federal ID # (if applicable): 82-1786480
☒ 501 C(3) ☐ 501 C(6) ☐ Commercial-For Profit ☐ Other: _____

Will admission be charged? ☐ Yes, tickets cost: _____ ☒ No



SEASIDE CALIFORNIA

Special Event Application

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

Is the event open to the public? ☒ Yes ☐ No

If no, how will the event be restricted? Indicate plan on detailed schematics:

How will the event be advertised and promoted? social media, newspapers, radio + TV

Signs posted: ☒

Special equipment to be used for proposed event: (List all electrical needs you may require)

- | | | |
|---|---------------------------------------|--|
| ☐ P.A. System | ☐ Generator(s) | ☐ Amplified sound / music |
| ☐ Booths | ☐ Bleachers | ☐ Cooking fuel |
| ☒ Tents | ☐ Banners | ☐ Barricades |

☐ Other: we will need the portable stage, 2 6-A tables, 8 chairs, 2 tents + SPIDER POWER SUPPLY ***

Will the event include music or live performances? ☒ Yes ☐ No

Will film, video, or photography be involved with the production of event? ☒ Yes ☐ No

Do you intend to sell food or beverage? ☒ Yes ☐ No

(If yes, please attach Health Department Food Vendor Certificate)

Do you intend to sell other merchandise? ☐ Yes ☒ No

Number of Vendors? 3 (For-profit vendors must have business license on file with the City)

Vendor Name

Vendor Address

TA - Tacos Don Beto, las 2 Fridas +
Antojitos Mexicanos

Describe Merchandise

Will alcohol be served?

☐ Yes ☒ No

Will alcohol be sold? (If yes, please attach ABC license)

☐ Yes ☒ No

Parking arrangements: Street parking - backlot used for performers + staff.



**SEASIDE
CALIFORNIA**

Special Event Application

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

Safety / Security / Accessibility (please describe your procedures for crowd control and internal security):

Volunteer staff will direct attendees

Security Organization (if required - please attach security contract):

N/A

What City services do you anticipate you will need? (i.e. Police, Fire, Public Works, etc.)

None - we will let the PD know

Method of trash collection/disposal and provision for additional sanitary facilities:

Please provide extra recycling bins/garbage cans -
our volunteers will clean

Other pertinent information or special requests:

PLEASE clean GOOSE debris with
machine before event
Thank you!

Juan

APPLICANT AGREEMENT

All applicable fees must be paid 30 days prior to event date. No permit revisions will be accepted less than 14 days prior to the event date. The City of Seaside retains the right to terminate the event at any time should a responsible city official determine any activity related to the event is a threat to public safety and/or property. I (we) agree to abide by all laws, rules and regulations which may apply to this area. I (we) accept specific responsibility for other members of my group and for any damage done to city property and/or facilities, and agree to clean and restore the site to the condition in which it was found prior to the holding of the specific event. I certify under penalty of perjury that all the preceding information is true to the best of my knowledge. **Completed and signed special event form must be submitted to Recreation and Community Activities Director within seven working days of receipt of form.**

Applicant Signature: _____

Date: 3/27/23



**SEASIDE
CALIFORNIA**

Special Event Application

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

APPLICATION MUST INCLUDE: Detailed schematic of event location indicating specific activity sites. For non-profit organizations, a copy of non-profit status must be submitted.

Attach to application and mail to:

**City of Seaside Recreation Services
Attn: Recreation Director
986 Hilby Avenue
Seaside, CA 93955**

SPECIFIC EVENT CONDITIONS OF APPROVAL

- ✓ Event organizers must clean up any event-related trash.
- ✓ All event noise or sound must be kept to a minimum, particularly before 9:00 a.m. and must not create an annoyance to co-existing events.
- ✓ Permittee is responsible for the actions of all vendors and participants during the event.
- ✓ No activities are permitted onsite that are not included on your permit application.
- ✓ All City ordinances will be strictly enforced (alcohol, dogs, etc.).
- ✓ Permit must be kept on location at all times.

Failure to comply with the above conditions may result in immediate closure of the event and a ban on future events by the organizer in the City of Seaside.

PROVISIONS

Permittee waives all claims against the City, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with, the exercise of this permit and permittee agrees to save harmless, indemnify and defend City, its officers, agents and employees, from any and all loss, damage or liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by permittee of the rights hereby granted, except those arising out of the sole negligence of the City.

City shall have the privilege of inspecting the premises covered by this permit any and all time. This permit shall not be assigned. City may terminate this permit at any time if permittee fails to perform and covenant herein contained at the time and in the manner herein provided. City agrees it will not unreasonably exercise this right of termination.

The parties hereto agree that the permittee, its officers, agents and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees or agents of the City. No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, sexual orientation, age national origin or physical handicaps. Permittee agrees to comply with the terms and conditions contained herein and all rules and regulation of the City subject to this permit.

Applicant Signature: _____

Date: _____

3/22/23



**SEASIDE
CALIFORNIA**

Special Event Application

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

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

Applications must furnish the city with a certificate of insurance in an amount no less than \$1 million naming the City of Seaside as an additional insured. The amount of insurance is subject to increase at the discretion of the Finance Director who is the Risk Manager, depending upon the nature of the event. Such insurance must be primary to any city insurance and the city must have at least ten days' notice of cancellation.

For final event approval, you will need commercial general liability insurance that names "the City of Seaside, its officers, employees and agents" as an additional insured and any other public entities impacted by this event. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact Risk Manager. Please obtain the required insurance and mail an original insurance certificate to City of Seaside, Recreation and Community Activities Department, 986 Hilby Ave., Seaside, CA 93955.

Insurance Agency: Mackay Insurance Insurance Agent: Matt Cleenger
Phone Number: 805-801-6628 Policy Number: on file

PERMIT HOLDER hereby agrees to protect, defend, indemnify and hold and save harmless **CITY**, its officers, and employees against any and all liability, claims, judgements, costs and demands, however caused, including those resulting from death or injury to **PERMIT HOLDER'S** employees and damage to **PERMIT HOLDER'S** property, arising directly or indirectly out of the obligations or operations herein undertaken by **PERMIT HOLDER**, including those arising from the passive concurrent negligence of **CITY** but save and except those which arise out of the active concurrent negligence, sole negligence, or the sole willful misconduct of **CITY**. **PERMIT HOLDER** will conduct all defense at its sole cost and expense. **CITY** shall be reimbursed by **PERMIT HOLDER** for all costs or attorney's fees incurred by **CITY** in enforcing this obligation.

Applicant Signature: _____

Date: 3/27/23

(For Office Use Only)

Authorization

☐ Building _____
☐ Planning _____
☐ Police _____
☐ Fire _____
☐ Finance _____

☐ Recreation _____
☐ Redevelopment _____
☐ Public Works _____
☐ County Health _____

Comments: _____



CITY OF SEASIDE STAFF REPORT

Item No.: 8.N.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: April 20, 2023

**SUBJECT: ADOPT A RESOLUTION GRANTING AN EASEMENT TO THE
SEASIDE GROUNDWATER BASIN WATERMASTER FOR A
MONITORING WELL**

RECOMMENDATION

Adopt a resolution approving a non-exclusive easement for the use by Seaside Groundwater Basin Watermaster to construct and operate a monitoring well on the west edge of the golf course property along Monterey Road (APN 031-051-055).

BACKGROUND

The Seaside Basin Watermaster has requested an easement from the City to construct a new water quality monitoring well along Monterey Road. This monitoring well will replace an existing monitoring well (FO-9) which was recently destroyed due to well casing leakage. The new site is approximately 1,000-ft away from the monitoring well it replaces.

The proposed monitoring well will be 2.5-inches in diameter and up to 700-ft deep. The visible surface feature will be a 2-ft x 2-ft concrete pad at grade with a locking well cap. The requested easement is 20-ft x 40-ft to accommodate occasional vehicle access for the well.

The proposed well site is shown on the attached figure, behind the MST bus stop. This location was coordinated with the golf course operator and selected because it is accessible from Monterey Road, does not have trees or overhead power lines and there are no known underground utilities. There is adequate space for the Watermaster staff to access and service the well without blocking the bus stop or the traffic lane.

FISCAL IMPACT

There is no fiscal impact in approving the proposed easement.

ATTACHMENTS

1. Resolution
 2. Location Figure
 3. Easement Deed & Legal Descr. and Exhibit
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE AN EASEMENT DEED TO THE SEASIDE BASIN WATERMASTER ON CITY PROPERTY ON MONTEREY ROAD, APN 031-051-055

WHEREAS, the City of Seaside is the owner of that certain real property commonly known Bayonet/Blackhorse Golf Course in the City of Seaside, situated in the County of Monterey, State of California, currently identified as County of Monterey Assessor's Parcel Number (APN) 031-051-055 (the "Property"); and,

WHEREAS, the Seaside Basin Watermaster (the "Watermaster") proposes to relocate an existing monitoring well to the east side of Monterey Road within the Property (the "Project"); and,

WHEREAS, the City wishes to convey a non-exclusive easement to the Watermaster for the purpose of installing and maintaining a new monitoring well; and,

WHEREAS, the Watermaster will file the required Notice of Exemption prior to the start of work.

NOW THEREFORE BE IT RESOLVED, that the City of Seaside authorizes the City Manager to execute the easement deed attached hereto as Exhibit A for the property with APN 031-051-055 to the Seaside Basin Watermaster.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 20th day of April, 2023, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

AERIAL PHOTO SHOWING PROPOSED WELL SITE

1/27/23, 1:01 PM

Google Earth



<https://earth.google.com/web/@36.63549955,-121.82508076,53.44965109a,574.9348613d,35y,0h,0t,0r>

1/1

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Seaside Groundwater Basin Watermaster
PO Box 51502
Pacific Grove, California 93950
Attn: Administrative Officer

The undersigned grantor declares:

(Space Above For Recorder's Use)

Documentary Transfer Tax exempt
Pursuant to Section 11932 of the
Revenue and Taxation Code
Transfer to a Public Entity

GRANT OF EASEMENTS

This Grant of Easements, dated this _____ day of _____, 2023, is made by City of Seaside, a California Municipal Corporation, ("**Grantor**") in favor of the Seaside Groundwater Basin Watermaster ("**Grantee**").

A. The Seaside Groundwater Basin Watermaster was created by the Amended Decision of the Monterey County Superior Court, filed February 9, 2007, Case No. M66343 (the "Decision"). This Decision was made for the purposes of managing and protecting the Seaside Groundwater Basin ("Basin") for the benefit of the businesses, individuals, and public agencies that overlie or extract groundwater from the Basin.

B. Pursuant to Section 2859 of Public Law 104-106, the United States of America ("Government") conveyed to the City of Seaside ("Seaside") the property that is the subject of this Easement ("Property") by Quitclaim Deed ("Government Deed"), reserving to the Government certain exclusions, restrictions, stipulations and covenants, and burdening Seaside with certain obligations, said deed duly recorded on January 15, 1997 in the County of Monterey, Office of the County Recorder, as Reel 3468, Page 1515;

C. Grantee desires to receive an easement over said land and Grantor has agreed to grant to Grantee such easement as hereinafter set forth.

NOW, THEREFORE, for valuable consideration, Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement for the purposes of installation, inspection, replacement, maintenance and removal of a groundwater monitoring well (the "Utility") on, over, under, across and along that Property located in the County of Monterey, State of California, as more particularly described on Exhibit A attached hereto (the "Easement Property").

Grantee hereby agrees that utility structures or improvements shall be constructed in such a manner as to limit the potential visual impacts by incorporating only at-grade improvements.

Grantor hereby agrees that no permanent structures or improvements shall be built on the Easement Property.

Grantee shall indemnify, defend and hold the Grantor harmless from any and all claims, damage or expense arising out of the actions or omissions of the Grantee, its agents and employees with respect to the installation, operation, maintenance, repair or removal of the Utility described above.

Grantor agrees for itself and its heirs and assigns that the Utility on the Easement Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Utilities and shall have free access to said Utility and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Easement Property, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

In its transfer of the Property to Seaside, the Government provided certain information regarding the environmental condition of the Property. That same information was provided by FORA in its conveyance to Grantor. Pursuant to the Government Deed, Grantor is required to provide to any grantee of an interest in the Property the environmental protection provisions contained in the Government Deed. The Grantor has no knowledge regarding the accuracy or adequacy of such information.

The italicized information below is copied verbatim (except as discussed below) from the deed conveying the Property to the Grantor. The Grantee hereby acknowledges and assumes all responsibilities with regard to the Property placed upon the Grantor under the terms of the aforesaid Government deed to Grantor and Grantor grants to Grantee all benefits with regard to the Property under the terms of the aforesaid Government Deed. Within the italicized information only, the term "Grantor" shall mean the Government, and the term "Grantee" shall mean the City of Seaside; to avoid confusion, the words "the Government" have been added in parenthesis after the word "Grantor", and "Seaside" has been added in parenthesis after the word "Grantee".

TO HAVE AND TO HOLD the Property unto the Grantee ("Seaside") and its successors and assigns forever, provided that this Deed is made and accepted upon each of the following notices, covenants, restrictions, and conditions which shall be binding upon and enforceable against the Grantee ("Seaside"), its successors and assigns, in perpetuity, as follows:

II. "AS IS, WHERE IS"

The Property is conveyed in an "As Is, Where Is" condition. without any representation, warranty or guarantee, except as otherwise stated herein, by the Grantor ("the Government") as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the' purpose for which intended, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the Grantor ("the Government") to make any alterations, repairs, or additions, and said Grantor ("the Government") shall not be liable for any latent or patent defects in the Property. This section shall not affect the Grantor's ("the Government") responsibility under CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION or INDEMNIFICATION herein.

III. FEDERAL FACILITIES AGREEMENT (FFA)

The United States acknowledges that former Fort Ord has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. The Grantee ("Seaside") acknowledges that the United States has provided it with a copy of the FFA entered into by the Environmental Protection Agency (EPA) Region IX, the State of California, and the Department of the Army, effective on February 1990, and will provide the Grantee ("Seaside") with a copy of any amendments thereto. The Grantee ("Seaside") agrees that should any conflict arise between the terms of the FFA as they presently exist or may be amended, and the provisions of this Deed, the terms of the FFA will take precedence. The Grantee ("Seaside") further agrees that notwithstanding any other provisions of this Deed, the United States assumes no liability to the Grantee ("Seaside"), should implementation of the FFA interfere with its use of the Property. Grantor ("the Government") shall give Grantee ("Seaside") reasonable notice of its action required by the FFA and use all reasonable means to the extent practicable to avoid and/or minimize interference with Grantee's ("Seaside"), its successors or assigns' use of the Property. Grantee ("Seaside"), or any subsequent transferee, shall have no claim on account of any such interference against the United States or any officer, agent, employee or contractor thereof.

IV. NOTICE OF HAZARDOUS SUBSTANCE STORAGE, RELEASE, OR DISPOSAL

The Grantor ("the Government") hereby notifies the Grantee ("Seaside") of the former storage, release, or disposal of hazardous substances on the Property. The items typically stored on the Property are listed in Table 4 of the Finding of Suitability to Transfer (FOST) attached hereto and made a part hereof as Exhibit "B ". The information regarding this storage indicates that it was conducted in a manner that would not pose a threat to human health and the environment. This notice is given pursuant to CERCLA and no additional action is necessary under CERCLA to protect human health and the environment.

V. CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION

A. Pursuant to Section 120(h) of CERCLA, 42 U.S.C. § 9601, et seq., the POST, and an environmental baseline survey (EBS) known as Community Environmental Response Facilitation Act report, which is referenced in the FOST, set forth the environmental condition of the Property. The FOST sets forth the basis for the Grantor's ("the Government") determination that the Property is suitable for transfer. The Grantee ("Seaside") is hereby made aware of the notifications contained in the EBS and the FOST. The Grantee ("Seaside") has inspected the Property and accepts the physical condition and current level of known environmental hazards on the Property and deems the Property to be safe for the Grantee's ("Seaside") intended use. The Grantor ("the Government") represents that the Property is environmentally suitable for transfer to Grantee ("Seaside") for the purposes identified in the Final Fort Ord Base Reuse Plan dated December 12, 1994, as amended on June 13, 1997, as approved by the Fort Ord Reuse Authority. If, after conveyance of the Property to Grantee ("Seaside"), there is an actual or threatened release of a hazardous substance on the Property, or in the event that a hazardous substance is discovered on the Property after the date of this conveyance, whether or not such substance was set forth in the technical environmental reports, including the EBS and FOST. Grantee ("Seaside") or its successors or assigns shall be responsible for such release or newly discovered substance unless such release or such newly discovered substance was due to Grantor's ("the Government") activities, ownership, use, presence on, or occupation of the Property, or the activities of Grantor's ("the Government") contractors and/or agents. Grantee ("Seaside"), its successors and

assigns, as consideration for this conveyance, agrees to release Grantor ("the Government") from any liability or responsibility for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance, where such hazardous substance was placed on the Property by the Grantee ("Seaside"), or its agents or contractors, after this conveyance to the Grantee ("Seaside").

B. Pursuant to Section 120(h)(3) of CERCLA, the Grantor ("the Government") hereby notifies the Grantee ("Seaside"), its successors and assigns, of the storage, release, and disposal of hazardous substances on the Property.

(1) The Grantor ("the Government") hereby covenants that prior to the date of this conveyance, all corrective, remedial and response actions necessary to protect human health and the environment have been taken with respect to the Property.

(2) The Grantor ("the Government") hereby covenants that all corrective, remedial and response actions necessary to protect human health and the environment with respect to any hazardous substances remaining on the Property after the date of transfer shall be conducted by the Grantor ("the Government").

C. The CERCLA warranty in Paragraph V.B.(1) and (2) above shall not apply in any case in which the person or entity to whom the Property is transferred is a "potentially responsible party," as defined under CERCLA Section.107(a)(2)-(4) with respect to such hazardous substances.

D. Nothing in this Section is intended to, nor shall it be construed to, alter, amend, increase or diminish the parties' rights, liabilities, and duties as set forth more fully in Section. 120(h) of CERCLA, 42 U.S. C. § 9620(i).

E. The Grantor ("the Government"), EPA, and the California Environmental Protection Agency, Department of Toxic Substances Control (DTSC), and their officers, agents, employees, contractors, and subcontractors will have the right, upon reasonable notice to the Grantee ("Seaside"), to enter upon the Property in any case in which a response or corrective action is found to be necessary, after the date of transfer of the Property, or such access is necessary to carry out a response action or corrective action on adjoining property at no cost to the Grantor ("the Government"), including, without limitation, the following activities:

(1) To conduct investigations and surveys, including where necessary, drilling, soil and water sampling, test-pitting, and other activities related to the Fort Ord Installation Restoration Program (IRP), Ordnance and Explosives (OE) program, or FFA;

(2) To inspect field activities of the Army and its contractors and subcontractors with regards to implementing the Fort Ord IRP, OE program, or FFA;

(3) To conduct any test or survey related to the implementation of the IRP by the EPA or the DTSC relating to the implementation of the FFA or environmental conditions at Fort Ord or to verify any data submitted to the EPA or the DTSC by the Government relating to such conditions;

(4) To construct, operate, maintain or undertake any other investigation, corrective measure, response, or remedial action as required or necessary under any Fort Ord FFA, Record of Decision (ROD), IRP or OE program requirement, including, but not limited to monitoring wells, pumping wells, and treatment facilities.

F. In exercising this access easement, except in case of imminent endangerment to human health or the environment, the Grantor ("the Government") shall give the Grantee ("Seaside"), or the then record owner, reasonable prior notice and shall use all reasonable means to the extent practicable to avoid and/or minimize interference with Grantee's ("Seaside"), its successors or assigns' use of the Property. Grantee ("Seaside") agrees that, notwithstanding any other provisions of this Deed, the Grantor ("the Government") assumes no liability to the Grantee ("Seaside"), its successors or assigns, or any other person, should remediation of the Property interfere with the use of the Property. The Grantee ("Seaside") shall not, through construction or operation/maintenance activities, interfere with any remediation or response action conducted by the Grantor ("the Government") under this section. The Grantee ("Seaside"), the then record owner, and any other person shall have no claim against the Grantor ("the Government") or any of its officers, agents, employees or contractors solely on account of any such interference resulting from such remediation.

G. Without the express written consent of the Grantor ("the Government") in each case first obtained, neither the Grantee ("Seaside"), its successors or assigns, nor any other person, or entity acting for or on behalf of the Grantee ("Seaside"), its successors or assigns, shall interfere with any response action being taken on the Property by or on behalf of the Grantor ("the Government"), or interrupt, relocate, or otherwise interfere with any remediation system now or in the future located, over, through, or across any portion of the Property.

VI. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. The Grantee ("Seaside") is hereby informed and does acknowledge that friable and/or non-friable asbestos or asbestos containing material (ACM) have been found on the Property, as described in the referenced asbestos survey and summarized in the EBS.

B. Building 4110 has been determined to contain friable and/or non-friable asbestos that may pose a threat to human health. Building 4110C was not surveyed by Grantor ("the Government") but may contain friable and/or non-friable asbestos that may pose a threat to human health. Detailed information is contained in the Asbestos Survey Report, Fort Ord Installation (April 26, 1993). The Grantor ("the Government") has agreed to transfer said buildings and structures to the Grantee ("Seaside"), prior to remediation of asbestos hazards, in reliance upon the Grantee's ("Seaside") express representation and promise that the Grantee ("Seaside") will, prior to use or occupancy of said buildings, demolish said buildings or the portions thereof containing friable asbestos, disposing of ACM in accordance with applicable laws and regulations. To the extent there is friable asbestos in said buildings, the Grantee ("Seaside") specifically agrees to undertake any and all abatement or remediation that may be required under CERCLA 120(h)(3) or any other applicable law or regulation. The Grantee ("Seaside") acknowledges that the consideration for the conveyance of the Property was negotiated based upon the Grantee's ("Seaside") agreement to the provisions contained in this section.

C. The Grantee ("Seaside") covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the Grantor ("the Government") assumes no liability for any future remediation of asbestos or damages for personal injury, illness, disability, or death, to the Grantee ("Seaside"), its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos or ACM on the Property, whether the Grantee ("Seaside"), its

successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee ("Seaside") agrees to be responsible for any future remediation of asbestos found to be necessary on the Property as a result of the Grantee's ("Seaside") activities. The Grantee ("Seaside") assumes no liability for damages for personal injury, illness, disability, death or property damage arising from (i) any exposure or failure to comply with any legal requirements applicable to asbestos on any portion of the Property arising prior to the Grantor's ("the Government") conveyance of such portion of the Property to the Grantee ("Seaside") pursuant to this Deed, or (ii) any disposal, prior to the Grantor ("the Government")'s conveyance of the Property, of any asbestos or ACM.

D. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both Occupational Safety and Health Administration (OSHA) and EPA regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

E. The Grantee ("Seaside") acknowledges that it has inspected the Property as to their asbestos content and condition and any hazardous or environmental conditions relating thereto prior to accepting the responsibilities imposed upon the Grantee ("Seaside") under this section. The failure of the Grantee ("Seaside") to inspect, or to be fully informed as to the asbestos condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States, or any adjustment under this Deed.

F. The Grantee ("Seaside") further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos on any portion of the Property after this conveyance of the Property to the Grantee ("Seaside") or any future remediation or abatement of asbestos or the need therefor. The Grantee's ("Seaside") obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

VII. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT

A. The Grantee ("Seaside") is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential Real Property" means dwelling units, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, available for use by residents, and child occupied buildings visited regularly by the same child, 6 years of age or under, on at least two different days within any week, including day-care centers, preschools and kindergarten classrooms, but not including land used for agricultural,

commercial, industrial, or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

B. Buildings constructed prior to 1978 are assumed to contain lead-based paint. Buildings constructed after 1977 are assumed to be free of lead-based paint. No sampling for lead within the buildings on the Property has occurred. However, limited sampling for lead-based paint was conducted in Janner barracks buildings located on property immediately north of Parcel L32.2.2 (Industrial Hygiene Survey No. 55-71-R25A-94). One or more of the Janner barracks interior and/or exterior surface components (e.g., walls, doors, window sills, door frames, etc.) tested positive for lead-based paint. Those barracks sampled were of the same construction. type and were constructed in the same year (1954) as Janner barracks located on Parcel L32.2.2 (Buildings 4552 and 4562) and Parcel L32.4.1.1 (Buildings 4430, 4432, 4434, 4436, 4440, 4442, 4444, and 4446). Limited sampling for lead in soil surrounding some buildings at former Fort Ord has been completed. Soil samples were collected from soil surrounding 10 buildings in Parcel L23.3.2.1 (Buildings 6, 10, 20, 14, 16, 36, 71, 75, 82, and 108). The average concentration of lead detected in soil was 263 milligrams per kilogram (mg/kg) with a maximum concentration of 2,211 mg/kg detected at Building 6 (Lead In Soil Survey For Ten Buildings At The East Garrison., Fort Ord, California, April 8, 1998). As agreed upon in an agency meeting on August 29, 1997, lead analytical results from soil samples collected adjacent to buildings on the Peninsula Outreach and the Marina Sports Center parcels can be used to represent lead concentrations in soil around the buildings on the Main Garrison parcels (E2b.1.1.1, E2b.1.1.2, E2b.1.2, E2b.1.3, E2b.1.4, E2b.2.1, E2b.2.3, E2b.2.4, E2b.3.1.1, E2c.3.1, E2c.3.2, E2c.3.3, E2c.4.2.1, E2d.1, E2d.2, L12.2.2, L12.2.3, L12.3, L23.1.2, L23.1.3, L23.1.4, and L35. I) which were constructed of similar materials and during similar time periods. Average concentrations of lead detected in soil around the buildings on the Peninsula Outreach and Marina Sports Center parcels were 99.4 and 228 mg/kg, respectively. The maximum background concentration for lead in soil at Fort Ord is 51.8 mg/kg (Draft Final Basewide Background Soil Investigation, Fort Ord, California, March 15, 1993). The Federal Preliminary Remediation Goal (PRG) for residential non-play area bare soil is 1,200 mg/kg. All purchasers must receive the Federally approved pamphlet on lead poisoning prevention. The Grantee ("Seaside") hereby acknowledges receipt of all of the information described in this subparagraph.

C. The Grantee ("Seaside") acknowledges that it has received the opportunity to conduct its own risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this document.

D. The Grantee ("Seaside") covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property, as defined in subparagraph A, above, without complying with this section and all applicable Federal, State, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee ("Seaside") specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992) (hereinafter Title X).

E. The Grantee ("Seaside") shall, after consideration of the guidelines and regulations established pursuant to Title X: (1) Perform a reevaluation of the Risk Assessment if more than 12 months have elapsed since the date of the last Risk Assessment; (2) Comply with the joint HUD and EPA Disclosure Rule (24 CFR 35, Subpart H, 40 CFR 745, Subpart F), when applicable, by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments; (3) Abate lead dust and lead-based paint

hazards in pre-1960 residential real property, as defined in subparagraph A, above, in accordance with the procedures in 24 CFR 35; (4) Abate soil-lead hazards in pre-1978 residential real property, as defined in subparagraph A, above, in accordance with the procedures in 24 CFR 35; (5) Abate lead-soil hazards following demolition and redevelopment of structures in areas that will be developed as residential real property; (6) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L); (7) Perform the activities described in this subparagraph within 12 months of the date of the lead-based paint risk assessment and prior to occupancy or use of the residential real property; and (8) Send a copy of the clearance documentation to the Grantor ("the Government").

F. In complying with these requirements, the Grantee ("Seaside") covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the Property found to be necessary as a result of the subsequent use of the Property for residential purposes. The Grantee ("Seaside") covenants and agrees to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities.

G. The Grantee ("Seaside") further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorney's fees arising out of, or in, a manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising out of lead based paint or lead-based paint hazards on the Property if used for residential purposes.

H. The covenants, restrictions, and requirements of this Section shall be binding upon the Grantee ("Seaside"), its successors and assigns and all future owners and shall be deemed to run with the land. The Grantee ("Seaside") on behalf of itself, its successors and assigns covenants that it will include and make legally binding, this Section in all subsequent transfers, leases, or conveyance documents.

VIII. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF POLYCHLORINATED BIPHENYLS ("PCBs")

A. PCBs have been widely used as coolants and lubricants in transformers, capacitors and other electrical equipment like fluorescent light ballasts. EPA considers PCBs to be probable cancer causing chemicals, in humans. PCB and PCB-contaminated equipment that will be disposed of must be stored in a hazardous storage facility. The Grantee ("Seaside") is hereby informed that fluorescent light ballasts containing PCBs are present on the Property. The PCB-containing light ballasts do not currently pose a threat to human health or the environment when managed properly. All PCB containing equipment is presently in full compliance with applicable laws and regulations.

B. Upon request, the Army agrees to furnish to the Grantee ("Seaside") any and all records in its possession related to such PCB equipment necessary for the continued compliance by the Grantee ("Seaside") with applicable laws and regulations related to the use and storage of PCBs or PCB-containing equipment.

C. The Grantee ("Seaside") covenants and agrees that its continued possession, use, and management of any PCB-containing equipment will be in compliance with all applicable laws relating to PCBs and PCB-containing equipment and that the Army shall assume no liability for the future remediation of PCB contamination or damages for personal injury, illness, disability, or death to the Grantee ("Seaside"), its successors or assigns, or to any other person, including members of the general public arising from or incident to future use, handling, management, disposition, or other activity causing or

leading to contact of any kind whatsoever with PCBs or PCB-containing equipment, whether the Grantee ("Seaside"), its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee ("Seaside") agrees to be responsible for any future remediation of PCBs or PCB containing equipment found to be necessary on the Property.

D. This section shall not affect the Grantor's ("the Government") responsibility under CERCLA COVENANTS, NOTICE, AND ENVIRONMENTAL REMEDIATION or INDEMNIFICATION herein.

IX. ORDNANCE AND EXPLOSIVES (OE)

A. OE investigations indicate that it is not likely that OE is located within the Property. An archival search conducted during compilation of the Fort Ord Comprehensive Environmental Response Facilitation Act (CERFA) Report found there are no potential ordnance-related training areas within or immediately adjacent to the Property. However, there is a potential for OE to be present because OE was used throughout the history of Fort Ord. In the event the Grantee ("Seaside"), its successors, and assigns, should discover any ordnance on the Property, they shall not attempt to remove or destroy it, but shall immediately complete Section A of the Ordnance and Explosives Incident Reporting Form, fax the form to the Presidio of Monterey Police Department at (831) 242-7740 and notify the Presidio of Monterey Police Department via telephone at (831) 242-7851 and competent Grantor ("the Government") or Grantor ("the Government")-designated explosive ordnance personnel will promptly be dispatched to dispose of such ordnance at no expense to the Grantee ("Seaside"). The Grantee ("Seaside") hereby acknowledges receipt of the "Ordnance and Explosives Safety Alert" pamphlet and the Ordnance and Explosives Incident Reporting form.

B. In addition, the Army offers OE familiarization training to anyone conducting ground disturbance activities (digging holes, excavating trenches, repairing underground utilities, etc.) at the former Fort Ord. The OE Safety Specialist conducts a thirty-minute training session. This training session includes a lecture on what OE might be found, the procedure to follow if something is found and "Safety Alert" brochures are also distributed. To schedule this training, please contact the Directorate of Environmental and Natural Resources at (831) 242-7919.

C. The Grantor ("the Government") reserves the right to conduct any remedial action and/or investigation that the Army is responsible for, as required or necessary as a result of the ongoing OE Remedial Investigation/Feasibility Study.

X. RESTRICTED TO COMMERCIAL/INDUSTRIAL USE

A. The Property is limited by its environmental condition to nonresidential use (Record of Decision Basewide Remedial Investigation Sites, Fort Ord, California, January 13, 1997). In order to protect human health and the environment and further the common environmental objectives and land use plans of the United States, State of California and Grantee ("Seaside"), the covenants and restrictions shall be included to assure the use of the property is consistent with environmental condition of the property. These following restrictions and covenants benefit the lands retained by the Grantor ("the Government") and the public welfare generally and are consistent with State and Federal environmental statutes.

B. Restrictions and Conditions. The CRUP for the Property has been made by and among The United States of America acting by and through the Army (Grantor ("the Government")), the Grantee ("Seaside"), and the State of California acting by and

through the Department of Toxic Substances Control (Department). The Grantee ("Seaside") covenants for itself, its successors, and assigns not to use the Property for residential purposes, the Property having been remediated only for nonresidential use. The Grantee ("Seaside"), for itself, its successors or assigns covenants that it will not undertake nor allow any activity on or use of the Property that would violate the restrictions contained in the CRUP. Nothing contained herein shall preclude the Grantee ("Seaside") from undertaking, in accordance with applicable laws and regulations and without any cost to the Grantor ("the Government"), such additional remediation necessary to allow for residential use of the Property. Upon completion of such remediation required to allow residential use of the Property and upon the Grantee's ("Seaside") obtaining the approval of the State of California Department of Environmental Quality and, if required, any other regulatory agency, the Grantor ("the Government") agrees, without cost to the United States, to release or, if appropriate, modify this restriction by recordation of an amendment hereto. These restrictions and covenants are binding on the Grantee ("Seaside"), its successors and assigns, run with the land and are forever hereinafter enforceable.

XI. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF PESTICIDES AND COVENANT

A. The Grantee ("Seaside") is hereby informed and does acknowledge that pesticides may be present on the Property. To the best of Grantor's ("the Government") knowledge, the presence of pesticides does not currently pose a threat to human health or the environment, and the use and application of any pesticide product by the Grantor ("the Government") was in accordance with its intended purpose, and in accordance with CERCLA § 107 (i), which states: "No person (including the United States or any State or Indian tribe) may recover under the authority of this section for any response costs or damages resulting from the application of a pesticide product registered under the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. 136 et seq.). Nothing in this paragraph shall affect or modify in any way the obligations or liability of any person under any other provision of State or Federal law, including common law, for damages, injury, or loss resulting from a release of any hazardous substance or for removal or remedial action or the costs of removal or remedial action of such hazardous substance."

B. Upon request, the Grantor ("the Government") agrees to furnish to the Grantee ("Seaside") any and all records in its possession, related to the use of the pesticides necessary for the continued compliance by the Grantee ("Seaside") with applicable laws and regulations related to the use of pesticides.

C. The Grantee ("Seaside") covenants and agrees that its continued possession, potential use and continued management of the Property, including any demolition of structures, will be in compliance with all applicable laws relating to hazardous substance/pesticides and hazardous wastes.

XII. ENDANGERED SPECIES

The Grantee ("Seaside"), its successors or assigns shall comply with the requirements, if any and if applicable, of the Fort Ord Installation-Wide Multi-species Habitat Management Plan (HMP) for former Fort Ord, California.

A. The Property is within a Habitat Management Plan (HMP) Development Area. No resource conservation requirements are associated with the HMP Development Area. However, small pockets of habitat may be preserved within and around the former Fort Ord.

B. The Biological Opinion identified sensitive biological resources that may be salvaged for use in restoration activities within sensitive areas, and allows for development of the former Fort Ord.

C. The HMP does not exempt the Grantee ("Seaside") from complying with environmental regulations enforced by Federal, state, or local agencies. These regulations could include obtaining the Endangered Species Act (ESA) (16 U.S.C. § 1531-1544 et seq.) Section 7 or Section 10(a) permits from the U.S. Fish and Wildlife Service (USFWS); complying with prohibitions against taking of listed animals under ESA Section 9; complying with prohibitions against the removal of listed plants occurring on Federal land or the destruction of listed plants in violation of any State laws; complying with measures for conservation of State-listed threatened and endangered species and other special-status species recognized by California Department of Fish and Game (DFG) under the California ESA, or California Environmental Quality Act (CEQA); and, complying with local land use regulations and restrictions.

D. The HMP serves as a management plan for both listed and candidate species, and is a prelisting agreement between the USFWS and the local jurisdiction for candidate species that may need to be listed because of circumstances occurring outside the area covered by the HMP.

E. Implementation of the HMP would be considered suitable mitigation for impacts to HMP species within HMP prevalent areas and would facilitate the USFWS procedures to authorize the incidental taking of these species by participating entities as required under ESA Section 10. No further mitigation will be required to allow development on the Property unless species other than the HMP target species are proposed for listing or are listed.

F. The HMP does not authorize incidental taking of any species listed as threatened or endangered under the ESA by entities acquiring land at the former Fort Ord. The USFWS has recommended that all nonfederal entities acquiring land at former Fort Ord apply for ESA Section 10 (a)(1)(B) incidental taking permits for the species covered in the HMP. The definition of "take" under the ESA includes to harass, harm, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to engage in any such conduct. Although the USFWS will not require further mitigation from entities that are in conformance with the HMP, those entities without incidental taking authorization would be in violation of the ESA if any of their actions resulted in the taking of a listed animal species. To apply for a Section 10 (a)(1)(B) incidental taking permit, an entity must submit an application form (Form 3-200), a complete description of the activity sought to be authorized, the common and scientific names of the species sought to be covered by the permit, and a conservation plan (50 CFR 17.22 [b]).

G. The Grantee ("Seaside") acknowledges that it has read the HMP dated April 1997, and will cooperate with adjacent property owners in implementing mitigation requirements identified in the HMP for adjacent sensitive habitat areas.

XIII. AIR NAVIGATION RESTRICTION

The Monterey Airport and the Janner Fritzsche Airfield, now known as the Marina Municipal Airfield, are in close proximity to the Property. Accordingly, in coordination with the Federal Aviation Administration, the Grantee ("Seaside") covenants and agrees, on behalf of itself, its successors and assigns and every successor in interest to the Property herein described, or any part thereof, that, when applicable, there will be no construction or alteration unless a determination of no hazard to air navigation is issued

by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, "Objects Affecting Navigable Airspace", or under the authority of the Federal Aviation Act of 1968, as amended.

XIV. NON-DISCRIMINATION

The Grantee ("Seaside") covenants for itself, its successors and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the said Grantee ("Seaside") and such successors and assigns shall not discriminate upon the basis of race, color, sex, religion, or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

XV. INDEMNIFICATION

The Grantor ("the Government") recognizes its obligation to hold harmless, defend, and indemnify the Grantee ("Seaside") and any successor, assignee, transferee, lender, or lessee of the Grantee ("Seaside") or its successors and assigns, as required and limited by Section 330 of Public Law 102-484, the Department of Defense Authorization Act of 1993, as amended, (10 U.S.C. § 2687, note).

XVI. IMMUNITIES

The Grantee ("Seaside") is not entitled to any of the immunities in which the United States may have had in using the Property while it was part of Fort Ord, California. The Grantee ("Seaside") is not exempt from acquiring the necessary permits and authorizations from, or from meeting the requirements of, the local, county, and state jurisdictions before using the Property for any purpose. The Property, immediately after conveyance to the Grantee ("Seaside") will be subject to all local, county, and state laws, regulations, and ordinances. The Grantee ("Seaside") shall comply with the applicable environmental laws and regulations and all other Federal, state, and local laws, regulations, and standards that are or may become applicable to the Grantee's ("Seaside") proposed activity on the Property. The Grantee ("Seaside") shall be solely responsible for fulfilling, at its own cost and expense, the requirements of the new governing authorities, independent of any existing permits or United States usages.

XVII. ANTI-DEFICIENCY ACT

The Grantor's ("the Government") obligation to pay or reimburse any money under this Deed is subject to the availability of appropriated funds to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the Grantor ("the Government") in violation of the Anti-Deficiency Act, Public Law 97-258, 31 U.S.C. § 1341.

XVIII. DISCOUNTS AND PREFERENCES FOR MILITARY PERSONNEL

The requirements of paragraph 0. of the quitclaim deed transferring the Golf Courses to Grantee ("Seaside"), executed by Grantor ("the Government") on January 15, 1997 and

recorded in the County of Monterey at Series No. 02740 (beginning at Reel 3468, Page 1515), shall also encumber the Property.

XIX. THE CONDITIONS, RESTRICTIONS, and COVENANTS set forth in this Deed are a binding servitude on the herein conveyed Property and will be deemed to run with the land in perpetuity. Restrictions, stipulations and covenants contained herein will be inserted by the Grantee ("Seaside") verbatim or by express reference in any deed or other legal instrument by which it divests itself or either the fee simple title or any other lesser estate in the Property or any portion thereof The Grantee ("Seaside") and any subsequent transferee, successor or assignee shall neither transfer nor lease the Property, nor grant any interest, privilege, or license whatsoever in the Property without the inclusion of the environmental protection provisions contained herein, and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, leases, or grants of any interest, privilege, or license. All rights and powers reserved to the Grantor ("the Government"), and all references in this Deed to Grant or ("the Government") shall include its successor in function and the State of California. The Grantor ("the Government") may agree to waive, eliminate, or reduce the obligations contained in the covenants.

PROVIDED, HOWEVER, that the failure of the Grantor ("the Government") or his successor to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the Grantee ("Seaside"), its successors and assigns, with respect to such future performance shall be continued in full force and effect.

[SIGNATURE ON IMMEDIATELY FOLLOWING PAGE]

Executed this_____ day of _____, 2023.

GRANTOR:

City of Seaside,
a California Municipal Corporation

By: _____

Name:_____

Title:_____

GRANTEE:

Seaside Groundwater Basin Watermaster,

By: _____

Name:_____

Title:_____

CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281

This is to certify acceptance of the interests conveyed by the foregoing Grant of Easements from City of Seaside, a California Municipal Corporation, to Seaside Groundwater Basin Watermaster, a _____ ("Watermaster") and consent by Watermaster to recordation of this Grant of Easements by its duly authorized member, pursuant to the authorization and consent Watermaster granted on _____.

Dated this ____ day of _____, 20__, at _____, California.

SEASIDE GROUDNWATER BASIN WATERMASTER,

By:_____

Name:

Title:

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

State of California)

)

County of Monterey)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Notary Public in and for said State

LEGAL DESCRIPTION

SITUATE IN THE INCORPORATED CITY OF SEASIDE, COUNTY OF MONTEREY, STATE OF CALIFORNIA

AN EASEMENT FOR GROUNDWATER MONITORING WELL PURPOSES OVER AND ACROSS A PORTION OF PARCEL "C" SHOWN ON "PARCEL MAP, PHASE 2A & 2B, THE ENCLAVE" FILED IN VOLUME 24, "PARCEL MAPS", AT PAGE 10, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

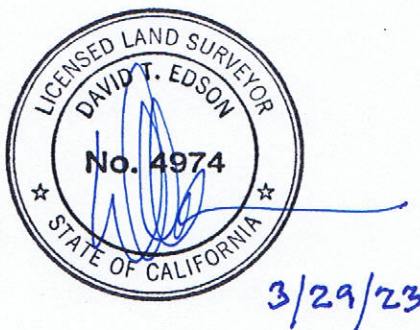
COMMENCING AT THE MOST NORTHERLY CORNER OF PARCEL 'A' AS SHOWN ON THE MAP OF "TRACT No. 1493, SEASIDE RESORT ESTATES SUBDIVISION 1A AND 1B" FILED IN VOLUME 24, "CITIES & TOWNS", AT PAGE 11, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, BEING ALSO A POINT ON THE SOUTHEASTERLY LINE OF MONTEREY ROAD, A 60 FOOT WIDE PUBLIC ROAD AS SHOWN ON SAID MAPS; THENCE ALONG SAID SOUTHEASTERLY LINE OF MONTEREY ROAD, NORTH 44°39'19" EAST, 153.35 FEET TO THE TRUE POINT OF BEGINNING;

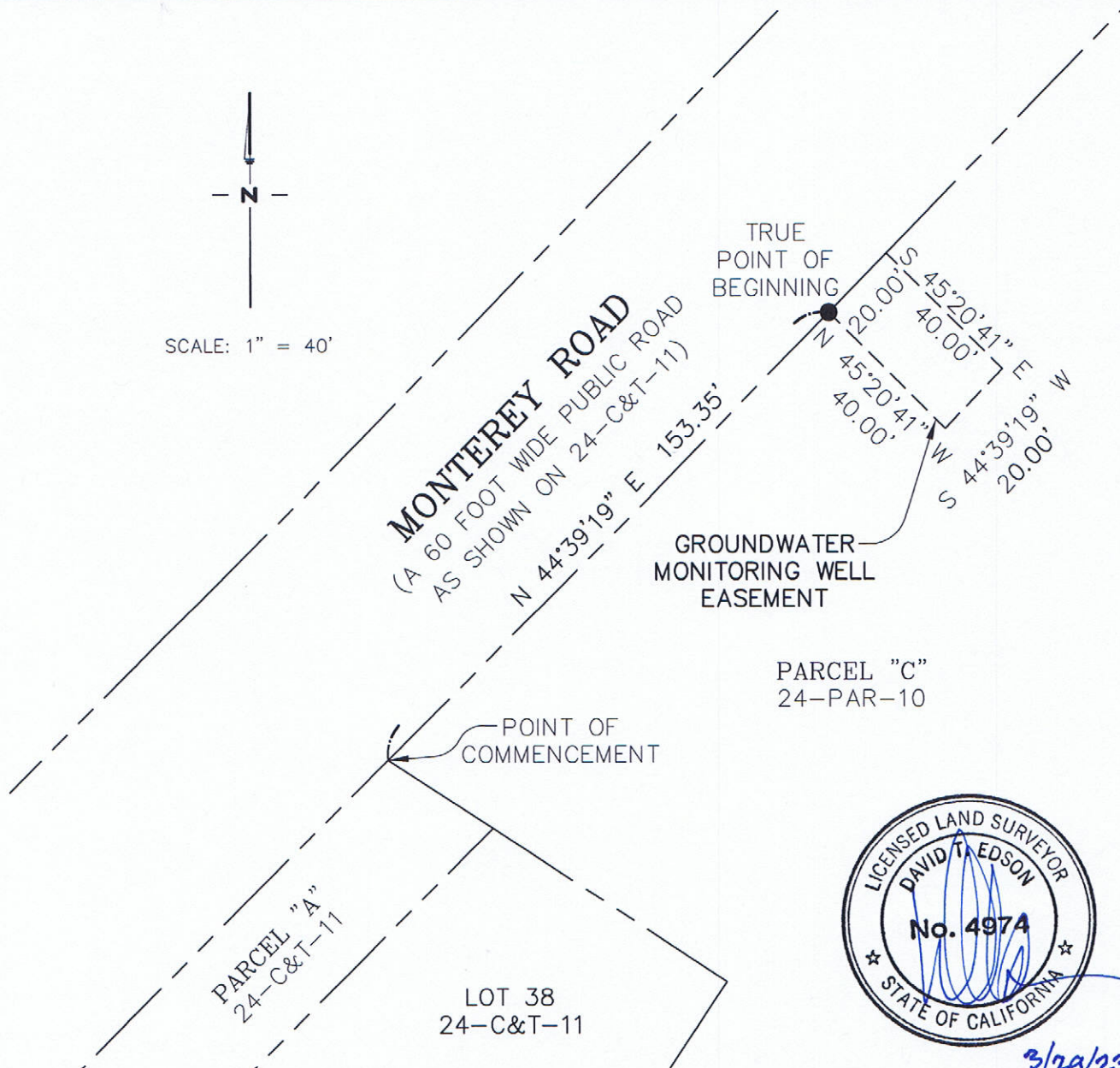
- 1) THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE OF MONTEREY ROAD, NORTH 44°39'19" EAST, 20.00 FEET;
- 2) THENCE DEPARTING SAID SOUTHEASTERLY LINE OF MONTEREY ROAD, SOUTH 45°20'41" EAST, 40.00 FEET;
- 3) THENCE, SOUTH 44°39'19" WEST, 20.00 FEET;
- 4) THENCE, NORTH 45°20'41" WEST, 40.00 TO THE TRUE POINT OF BEGINNING.

CONTAINING 800 SQUARE FEET, MORE OR LESS.

THE ABOVE DESCRIBED PARCEL OF LAND IS GRAPHICALLY SHOWN ON THE ATTACHED EXHIBIT, MADE A PART HEREOF AND BEING ONE SHEET.

END OF DESCRIPTION





NOTE:

ALL DISTANCES SHOWN HEREON ARE
EXPRESSED IN FEET AND DECIMALS THEREOF.

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF
A GROUNDWATER MONITORING WELL EASEMENT
OVER AND ACROSS A PORTION OF PARCEL "C"
SHOWN ON THE MAP FILED IN
VOL. 24, "PARCEL MAPS", PG. 10
OFFICIAL RECORDS OF MONTEREY COUNTY

CITY OF SEASIDE COUNTY OF MONTEREY STATE OF CALIFORNIA

BY
CENTRAL COAST SURVEYORS
5 HARRIS COURT, SUITE N-11 MONTEREY, CALIFORNIA 93940
Phone: (831) 394-4930 Fax: (831) 394-4931

SCALE: 1" = 40' JOB No. 23-10 FEBRUARY 2023
PREPARER: DRZ



CITY OF SEASIDE STAFF REPORT

Item No.: 8.O.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Ashley Collick, Assistant City Manager

DATE: April 20, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL
SERVICE AGREEMENT WITH VOLER STRATEGIC ADVISORS FOR
MEDIA RELATIONS FOR AN AMOUNT NOT TO EXCEED
\$24,000.00**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an agreement with Voler Strategic Advisors for media relations.

BACKGROUND

Voler Strategic Advisors is a full-service strategic communications firm offering public relations, crisis management, and communications strategies that help organizations achieve their full potential. They believe that great communications drive great results. They work with their clients to understand the mission, developing strategies to achieve best outcomes. They abide by three core values; client centered, forward-thinking and results-driven.

Voler has been instrumental in assisting the City of Seaside with communications strategies for our Oaxaca By the Sea event, the Sister City efforts with Oaxaca de Juarez, Mexico, the International festival and the Broadway Walk of Fame. The attached proposal describes video production efforts as well as public information officer support.

FISCAL IMPACT

\$24,000.00 to be paid from the City Manager's Office budget.

ATTACHMENTS

1. Volar Contract
 2. Exhibit A - Volar Draft Proposal
 3. Resolution
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



**CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT
ENTER PROJECT NAME**

This agreement is made by and between the City of Seaside (City), and Voler Strategic Advisors (Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide as described in Exhibit A, attached hereto and, hereinafter referred to as "the Project."
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit B, attached hereto, not to exceed TWENTY FOUR THOUSAND DOLLARS (\$24,000.00).
- D. Expense Reimbursement: City will reimburse for professional services and expenses at cost upon submission of receipts.
- E. Method of Payment: The City shall pay within 30 days in accordance with Consultant's Fee Schedule, attached hereto, upon receipt of a written invoice from Consultant detailing services rendered.
- F. Term: The term of this agreement shall commence on April 1, 2023 and terminate June 30, 2023.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. Indemnity: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any agency or individual that

Consultant shall bear the legal liability thereof) in the performance of services under this agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence.

- I. **Duty to Defend:** In the event the Agency, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this agreement, and upon demand by Agency, Consultant shall defend the Agency at Consultant's cost or at Agency's option, to reimburse Agency for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by Agency is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and Agency, as to whether liability arises from the sole or active negligence of the Agency or its officers, employees, or agents, Consultant will be obligated to pay for Agency's defense until such time as a final judgment has been entered adjudicating the Agency as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.
- J. **Insurance:** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as follows;

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

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

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

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

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

K. Project Management. The (Contract Manager) will represent the City for all purposes under this Agreement. Melissa Savage, Assistant Engineer, is designated as the Project Manager for the City. The Project Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Project Manager from time to time.

L. Ownership of Work Product:

- a. Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.
- b. The City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

M. Assignment

- a. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, Perla Rodriguez, Chief Executive Officer, shall perform the services described in this Agreement.
- b. Perla Rodriguez may use assistants under his/her supervision to perform services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of Perla Rodriguez from Consultant's employ. Should he/she leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be

otherwise agreed to in writing between the City Engineer and the Consultant.

N. Conflict of Interest

- a. Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.
- b. If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100 et seq.) Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Consultant's and/or such other person's financial interests.

O. Miscellaneous:

- a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b. Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
- c. This agreement shall be modified only by written agreement duly executed by the City and the Consultant.
- d. Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e. This agreement shall be governed by and construed in accordance with the laws of the State of California.
- f. All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

Wherefore, the parties have entered into this agreement as of the later of the dates stated below.

Approved:

Dated: _____

CONSULTANT

By: _____

Title: _____

Address: _____

Dated: _____, 2023

City of Seaside:

By: Jaime M. Fontes

Title: City Manager

Attachments:

Exhibit A

Consultant's Proposal



CITY OF SEASIDE

**DRAFT
PROPOSAL**

March 17, 2023

www.VolerSA.com



March 17, 2023

Mr. Jaime Fontes
City Manager
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Dear Mr. Fontes:

On behalf of Voler Strategic Advisors (Voler), thank you for providing our firm with the opportunity to serve the City of Seaside and its residents. Our award-winning communications team is excited to build upon the great collaborative efforts to date.

Below, I outline the terms of the agreement, including our scope of work.

Scope of Work

Video Production

Voler Strategic Advisors will develop and produce video content that provide critical information to the public about services, support and key updates.

The videos will feature city representatives, staff, and community members, demonstrating the city's valuable programs and offerings, as well as the amazing residents who serve their community.

Public Information Officer Support

With expertise in media outreach and visibility, our team will provide strategy and counsel on issues of interest to the press and community. We will write and distribute information to press outlets as needed. Our experts will be available 24/7 to assist with issues as they arise - assisting with messaging, working with key spokespeople, etc.



Duration of Agreement

April 1, 2023 - June 30, 2024

Fee

\$8,000 per month

Conclusion

Again, thank you for the opportunity. We look forward to collaborating with the City of Seaside.

Sincerely,

A handwritten signature in black ink that reads "Perla A. Rodríguez". The signature is fluid and cursive.

Perla A. Rodríguez
Chief Executive Officer

If you agree to the above terms, please sign and date below:

Mr. Jaime Fontes, City Manager, City of Seaside

Date

FIRM QUALIFICATIONS AND EXPERIENCE

Voler Strategic Advisors is a full-service strategic communications firm offering public relations, crisis management, and communications strategies that help organizations achieve their full potential. We are passionate about public service and represent public agencies throughout California.

At Voler, we believe that great communications drive great results.

We pride ourselves in being out-of-the box thinkers and doers, who are client-centered and results-oriented. We leverage our team's intellectual capital to help clients build capacity, facilitate change, and achieve short- and long-term goals.

We are an award-winning communications team deeply rooted in the Silicon Valley, with 9 Emmy Awards, 4 Telly Awards, 4 MarCom awards, and multiple Davey Awards for ***excellence in communications***.

The California School Public Relations Association (CalSPRA) has recognized our work with public schools year after year. Here is an abbreviated list:

- Diversity, Equity and Inclusion, Multi-media Covid Education Campaign, 2022 Excellence Award
- Special Events, 8th Grade Promotion Ceremonies, 2022 Excellence Award
- Tactics in Media Relations, Affordable Teacher Housing, 2022 Merit Award
- Crisis Communication and Issue Management, 2022 Merit Award
- Best. Newsletter, 2021 Excellence Award
- Special Events, 2021 Excellence Award
- Best Logo, 2020 Excellence Award
- Best Overall Marketing Campaign, 2020 Excellence Award

Voler Strategic Advisors is a woman- and minority-owned company, certified by the Women's Business Enterprise National Council (WBENC), National Minority Supplier Development Council (NMSDC), and State of California.

We recognize the commitment to supplier diversity that is embraced by educational institutions, corporations and government agencies, and we are proud to bring diversity to your supply chain.



OUR LEADERSHIP

Perla A. Rodríguez **Chief Executive Officer**

With over 20 years of corporate leadership experience, Perla A. Rodríguez, Chief Executive Officer, has assembled a phenomenal team of professionals, trained by the best universities around the world. Together with her team members, distinguished leaders in their fields, Voler Strategic Advisors is providing innovative strategies and solutions to help clients achieve their objectives.



Well-known throughout corporate and media circles for her broad range of expertise and high level of professionalism, Rodríguez has worked for many of the biggest brands beyond the region, including Intel, Univision, PG&E, and the Public Policy Institute of California.

Previously, Rodríguez served as the Vice President of Public Affairs for Mi Pueblo Foods, where she was instrumental in building the company's first-ever public affairs department. She and her department were critical in earning the political and grassroots support to fuel the company's rapid expansion from 10 to 21 locations throughout Northern California within a two-year period. Under her leadership, Mi Pueblo created innovative philanthropic programs that engaged thousands of customers and invested over two million dollars benefiting students, families, and numerous nonprofit organizations.

Among her many accomplishments, Rodríguez has been recognized by her peers as a leader in the public relations industry. She has been recognized by the Silicon Valley Business Journal twice; in 2019 she was awarded a Latino Business Leadership Award, and in 2011 was recognized as one of the 100 most influential women in the Silicon Valley. The National Grocer's Association highlighted her for developing the Best Public Service campaign in the supermarket industry in 2011. In 2005, while working as a Community Affairs Manager for Univision 14, she was nominated for an Emmy Award as executive producer of the Exito Escolar education program.

Rodríguez holds a BA in international relations from Stanford University and an MPA from the University of San Francisco, with an emphasis in Health Services Administration. She is also a recent graduate of the Stanford Latino Entrepreneurship Initiative by the Stanford Graduate School of Business and the Latino Business Action Network (LBAN).

Outside of work, Perla dedicates much of her time to public service. She currently serves as Board President for San Jose Spotlight, San Jose's first nonprofit news organization. She continues to support education and college scholarships through her service on the Board of the Catalino Tapia Scholarship Foundation. In 2020, she was appointed to the Advisory Board of the University of San Francisco's Leo T. McCarthy Center for Public Service and the Common Good.

Dr. Fátima Rodríguez
Vice President

In her role as Vice President, Fatima is responsible for overseeing different areas of work, including Multi-Media Communications, Analytics & Reporting, and Special Initiatives.

She is a change agent and passionate about bringing her academic and professional experience forward to promote community engagement and empowerment. She brings a wealth of experience in research, policy, and operations through her work and partnerships in community health and managed care systems.

Prior to her work at Voler, Rodríguez worked at Kaiser Permanente's National Diversity and Inclusion office, where she served as a thought leader and subject matter expert operationalizing policy and collaborating with executive leadership, management, and frontline staff across the organization to transform care delivery. She also successfully completed a multi-year grant at L.A. Care Health Plan aimed to improve culturally and linguistically appropriate services to over 1 million Medi-Cal, Health Families, and Healthy Kids members in Los Angeles County.

Fatima M. Rodríguez is a published author of two editions of *The Nation's Health*, a health policy used in undergraduate programs in the United States and internationally, as well as co-author on topics related to language access, clinician linguistic proficiency, and health equity.

Fátima M. Rodríguez earned a BA in Human Biology with honors from Stanford University and a Master's degree in Public Health from the Community Health Sciences Program at University of California, Los Angeles. Rodríguez completed her doctoral studies at the School of Public Health at University of California, Berkeley.

Beatriz Ferrari
Communications Manager

A nine-time Emmy Award winner and veteran journalist, Beatriz Ferrari serves as Voler Strategic Advisors' Communications Manager.

Ferrari spent 18 years of her journalism career working at Univision KDTV 14 where she built her reputation as a fixture of the Bay Area press corps and won nine Emmy Awards. Previously, she reported for television and print media in Perú and Argentina. Highly fluent in English and Spanish, Ferrari is also an accomplished author and illustrator of more than 20 bilingual children's books that promote early childhood literacy.

As Voler Strategic Advisors' Communications Manager, Ferrari is responsible for the development of client communications strategies with an emphasis on bilingual strategies. Additionally, she leads media relations efforts for the firm.

Ferrari earned a bachelor's degree in Communications from the Universidad Nacional de Córdoba in Argentina.

Diego Barragan

Chief of Operations

Diego Barragan is Chief of Operations at Voler Strategic Advisors. With his experience, Barragan is an expert in strategy, messaging, policy development, policy analysis, budgets, and communications.

Having served in government at both the federal and local levels, Barragan brings a deep understanding of how government works, and how it can be utilized to move an agenda forward. At San José City Hall, as both a Legislative Director and Chief of Staff, Barragan was called upon to develop complex strategy to successfully move policy and critical budget priorities in the third largest city in California.

Currently, Barragan serves as a Commissioner on the Santa Clara County Airport Land Use Commission, appointed by the Santa Clara County Board of Supervisors, where he is responsible for administering federal and state land use regulations around property situated near Santa Clara County airports.

Prior to Voler, Barragan led the Santa Clara Valley Water District's communication efforts on critical infrastructure projects. Barragan received a BA in Political Science from San José State University and an MBA from Santa Clara University.

Gabriel Schrag

Lead Video Producer

Gabriel Schrag is our Lead Video Producer at Voler Strategic Advisors with an extensive history in social media marketing and advertising. Schrag is dedicated to the process of video production from the drafting of scripts and storyboards to the final editing and distribution of each product. His ability to envision the final product at the beginning of the creative process is what makes Schrag effective in his video production planning.

Skilled in Photography, Videography, Creative Writing, Video Editing, and Video Color Grading, Schrag has developed and assisted with the production of creative projects with a wide-array of diverse organizations. His expertise has contributed to promoting enrollment and brand awareness in school communities throughout California, and his artistic vision has created a legacy of attention-grabbing media content. Schrag creates driven, impactful content with our clients as an experienced member of Voler Strategic Advisor's Video Production team. Schrag holds a Bachelor of Arts in Film, Cinema, and Video Studies from California State University, Northridge.

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH VOLER STRATEGIC ADVISORS FOR MEDIA RELATIONS FOR AN AMOUNT NOT TO EXCEED \$24,000.00.

WHEREAS, Voler Strategic Advisors is a full-service strategic communications firm offering public relations, crisis management, and communications strategies that help organizations achieve their full potential; and

WHEREAS, Voler has been instrumental in assisting the City of Seaside with communications strategies for our Oaxaca By the Sea event, the Sister City efforts with Oaxaca de Juarez, Mexico, the International day festival and the Broadway Walk of Fame; and

WHEREAS, The City of Seaside has an immediate need for communications expertise since our communications specialist position was vacated December 2022; and

WHEREAS, Staff has determined the proposed scope of work and fees are reasonable considering the city's need; and

WHEREAS, there are available funds unallocated from the vacant communications position; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorize the City Manager to execute an Amendment to the Professional Services Agreement with Voler Strategic Advisors for an amount not to exceed \$24,000.00.

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the Finance Director to make any necessary budget adjustments to pay Voler Strategic Advisors from the City Manager's account.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 20th day of April 2023, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.P.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Sheri Damon, City Attorney

DATE: April 20, 2023

**SUBJECT: ADOPT A RESOLUTION EXTENDING 180.6 ACRE FEET
ALLOCATION OF WATER AND 45.83 RECYCLED WATER PER
YEAR FOR THE KB BAKEWELL SEASIDE VENTURE II
RESIDENTIAL AND COMMERCIAL DEVELOPMENT LOCATED
WITHIN THE CAMPUS TOWN SPECIFIC PLANNING AREA**

RECOMMENDATION

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

BACKGROUND

On June 17, 2021, the City Council confirmed the allocation of 180.6 AFY available water supply to the Campus Town project and adopted Resolution 21-51. Resolution 21-51 provides that the water allocation is good for a year, but may be recalled or re-assigned by the City Council if the project does not start within a one-year time period.

It is not a mandatory recall, but is a provision that provided flexibility to allow the City to manage its scarce water resources to provide water to those projects that are ready to proceed. Due to circumstances outside the control of the KB Bakewell Seaside II, the project has not yet been able to start and won't be able to start prior to June 18, 2021.

On May 5, 2022, the City Council adopted Resolution 22-56 extending such allocation. On July 7, 2022, Resolution 22-56 was rescinded and Resolution 22-87 was adopted. However, MCWD and KBB Seaside Venture II have requested an extension in order to harmonize with the construction of infrastructure required for the Campus Town project. Marina Coast Water District and KB Bakewell Seaside II have requested that the June 18, 2023 non-revocable period be extended through June 2024, due to delays in starting the Campus Town project.

FISCAL IMPACT

FISCAL: Neutral to Beneficial as Campus Town develops.
STRATEGIC PLAN: In to support economic development.

ATTACHMENTS

1. Resolution
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

EXTENDING 180.6 ACRE FEET ALLOCATION OF WATER AND 45.83 RECYCLED WATER PER YEAR FOR THE KB BAKEWELL SEASIDE VENTURE II RESIDENTIAL AND COMMERCIAL DEVELOPMENT LOCATED WITHIN THE CAMPUS TOWN SPECIFIC PLANNING AREA

WHEREAS, the City of Seaside has entered into a Purchase and Sale Agreement with KB Bakewell Seaside Venture II, LLC to purchase the property within the Campus Town Specific Planning Area and a pre-requisite to closing is the allocation of water to move the project forward; and

WHEREAS, on March 5, 2020, the City adopted Resolution 20-05 certifying an Environmental Impact Report, including a water supply assessment that outlines the projected water demand for the entire Campus Town Specific Planning area to be 441.6 acre feet per year (AFY), existing available potable water allocation of 180.6 AFY, imposed mitigation measures to address the water supply issue and identified a long term water supply projects to meet the projected water demand; and

WHEREAS, as discussed in the Final EIR Water Master Response, Monterey County Water Resources Agency Agreement No. A-06404, allows the District (successor to the United States) to withdraw up to 6,600 AFY of potable water from the Salinas Valley Groundwater Basin for use in the District's Ord Community service area (also known as the FORA Allocation). Seaside obtained 1,012.5 AFY of the FORA Allocation, of which it has previously sub-allocated 831.9 AFY to other projects, leaving 180.6 AFY of potable water unallocated (Draft EIR page 4.16.-21; Draft EIR Appendix MI Table 5- 2, Final EIR Section 4, Responses 9.11 and 9.19); and

WHEREAS, MCWD has signed agreements with Monterey One Water such that MI W will provide MCWD with 600 AFY of advanced treatment water in Phase 1 of that Project, of which 453 AFY of which has been allocated to the City of Seaside

(Water Supply Assessment p. 17 and Table 5-1 [Draft EIR Appendix M]);

WHEREAS, the water utility district, Marina Coast Water District (MCWD), reviewed and confirmed the projections contained within the Water Supply Assessment (WSA) for the entire Campus Town Specific Planning area; and

WHEREAS, the City has begun to implement the water offset projects outlined in the WSA and Mitigation Measure UTIL-1 and has obtained a Court judgment approving the Black Horse Bayonet In Lieu program which could supply up to 450 AFY from reclaimed water (See Final EIR, Water Master Response page 2-7); and

WHEREAS, it is the intent of the City to ensure that projects that are in construction or about to be in construction have sufficient water supply on the one hand, while on the other hand requiring the most efficient use of water. It is the intent of the City that landscaping be watered with reclaimed or recycled water when the project is ready to take the water and that water is available. The entire Campus Town Specific Planning area is estimated to demand 45.83 acre feet of recycle water per year. The allocations made herein are subject to full or partial reallocation and recall if the project does not proceed, evidenced by issuance of a grading permit, within a one year period or if the final water usage, as evidenced by June 18, 2030 or upon early termination of the Development Agreement or completion of the project is less than the allocated amount, as evidenced by the payment of capacity fees to Marina Coast Water District; and

WHEREAS, the City identified Fort Ord water allocation in the approval documents of 180.6 AFY for the Campus Town project. In addition, the City has approved a series of long term water supply projects to augment the water in the Fort Ord areas, including an In Lieu Water Storage project and other projects utilizing reclaimed or other water savings measures in order to meet the projected water demand for projects located on the former Fort Ord Lands; and

WHEREAS, MCWD currently has sufficient water supply to meet the

projected water demands associated with the proposed project and will be entering into a water infrastructure and service agreement with the Developer requiring both the construction of new infrastructure and the payment of water and sewer service fees; and

WHEREAS, on or about June 17, 2021, the City Council of the City of Seaside passed and adopted Resolution 21-51 allocating 180.6 AFY of water and 45.83 recycled water per year for the KB Bakewell Residential and commercial development located within the Campus Town specific planning area for a non-revocable period of one year through June 18, 2021; and

WHEREAS, Marina Coast Water District and KB Bakewell Seaside II have requested that the June 18, 2021 non-revocable period be extended for another year, due to delays in starting the Campus Town project which is now currently estimated to begin grading in Fall 2022; and

WHEREAS, on May 5, 2022, the City Council adopted Resolution 22-56 extending such allocation, however, MCWD and KBB Seaside Venture II have requested clarifications in order to harmonize with the construction of infrastructure required for the Campus Town project; and

WHEREAS, that the Campus Town project was approved on March 5, 2020, its impacts were analyzed in the Campus Town EIR, and that this resolution is an additional implementing action consistent with CEQA Guidelines Section 15378(c). The City further finds that there has been no change to the project or substantial changes in circumstances or new information that would warrant subsequent or supplemental environmental analysis under CEQA.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby grants an extension of the construction start period in order to provide more certainty for the residential and business reuse of the property known as the Campus Town within the Campus Town Specific Plan area. The City Council may recall any or all of the allocation that is not utilized for the proposed residential reuse should

the project not begin by June 18, 2024 (as evidenced by the issuance of a grading permit). The City may recall and re-allocate potable water allocated herein, as evidenced by payment or lack of payment to Marina Coast Water District for capacity, upon the earlier of June 18, 2030, the termination of the Development Agreement with KB Bakewell Seaside Venture II, LLC, or the completion of the Project by KBB Seaside Venture II, LLC.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of April, 2023, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 8.Q.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY:

DATE: April 20, 2023

SUBJECT: ADOPT A RESOLUTION INCREASING BY 25.5 ACRE FEET OF WATER, AND RESTATING THE TOTAL ALLOCATION OF WATER FOR THE SEASIDE RESORT PROJECT, LOCATED WITHIN BAYONET AND BLACK HORSE GOLF COURSES

RECOMMENDATION

Adopt a resolution increasing and restating the total allocation of water by 25.5 acre feet per year for the Seaside Resort project.

BACKGROUND

The City of Seaside began planning for the reuse of the Blackhorse and Bayonet golf course on or about February 17, 2000 and approved a vesting tentative map, use permit (TM-01-03) for the Residential Component, Use Permit 01-20 (Time Share Component), Site Plan Review for the Hotel Component, a Use Permit 04-22 (for on-site alcoholic beverages) (collectively, known as the "Seaside Golf Course Resort Development"), adopted a Statement of Overriding Considerations, allocated 161.4 acre feet per year (AFY) of water to the project, conditioned the project and adopted a mitigation monitoring plan on or about July 7, 2005 via Resolution 05-44. As originally planned the project would produce 125 single family homes, up to 125-175 timeshare or condos, respectively and an approximately 330 room hotel. The project water demand was determined based upon Marina Coast Water District's (MCWD) water demand factors at the time, to be 161.4 AFY. The water allocation was further broken down to 41.3 AFY for the Residential Component (125 units), 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). Since that time, the Fort Ord Reuse Authority was dissolved and MCWD transitioned from water system operator to water service provider and MCWD changed its water demand factors on large-lot residential and landscaping to require a net increase of approximately 25.5

AFY in order to fully build out Phase 3 and Phase 4 of the Residential Component. This will result in a water break down of no more than 66.8 AFY for the Residential Component and 120.1 AFY for the Resort Component (Hotel/Timeshares/Condos). Both allocations include a water allocation for landscaping which will be required to use reclaimed water when MCWD has it available. MCWD is directed to not allocate potable water to the project for landscaping if there is reclaimed water available, whether within Seaside's FORA reclaimed water allocation or not.

The City of Seaside has existing Fort Ord water allocation which is currently not being utilized by current or pending projects. MCWD has contended that they have over twenty million gallons per day in service capacity of potable water which they serve a little less than three million gallons per day and concomitant water rights that support such service capacity. Additionally, the City has approved a series of long term water supply projects to augment the water in the Fort Ord areas, including an In Lieu Water Storage project and other projects utilizing reclaimed or other water savings measures in order to meet the projected water demand for projects located on the former Fort Ord lands. By reallocating some of the existing Fort Ord water allocation, the City is leveraging its water resources and ensuring that development can occur in a timely manner.

FISCAL IMPACT

Strategic Plan: Not specifically in the Strategic Plan, but generally supportive of housing and economic development.

Fiscal Impact: Beneficial as the Seaside Resort Project is built.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

CONFIRMING 161.4 ACRE FOOT PER YEAR ALLOCATION OF WATER TO THE SEASIDE RESORT PROJECT AT THE BLACKHORSE AND BAYONET GOLF COURSES AND INCREASING THE ALLOCATION BY 25.5 ACRE FEET PER YEAR

WHEREAS, the City of Seaside began planning for the reuse of the Blackhorse and Bayonet golf course on or about February 17, 2000 and approved a vesting tentative map, use permit (TM-01-03) for the Residential Component, Use Permit 01-20 (Time Share Component), Site Plan Review for the Hotel Component, a Use Permit 04-22 (for on-site alcoholic beverages) (collectively, known as the "Seaside Resort Project"), adopted a Statement of Overriding Considerations, allocated 161.4 acre feet per year (AFY) of water to the project, conditioned the project and adopted a mitigation monitoring plan on or about July 7, 2005 via Resolution 05-44; and

WHEREAS, Seaside obtained 1,012.5 AFY of the Fort Ord Reuse Authority (for a) Water Allocation of which it allocated 161.4 AFY to the Seaside Resort Project. The 161.4 AFY water allocation was originally designated 41.3 AFY for the 125-Unit Residential Component and 120.1 AFY for the "Resort Component" (consisting of 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)); and

WHEREAS, City of Seaside and the Redevelopment Agency of the City of Seaside adopted a Disposition and Development Agreement in 2005, and adopted a revision in June 19, 2019 which limited the Residential Component to utilizing 41.3 AFY; and

WHEREAS, the original water demand figures were based upon MCWD water demand figures in 2005 and were consistent with the methodology set forth in the Fort Ord Base Reuse Plan; and

WHEREAS, FORA dissolved on or about June 30, 2020, and in 2020 the Marina Coast Water District (MCWD) adopted new water demand figures for different types of land uses (which, however, did not change the Fort Ord water allocations). This change in the MCWD demand figures has resulted in an increase in the water demand for the Residential Component by increasing the demand figure for some lots from 0.33 to 0.52 AFY per lot and by counting water used for landscaping against the 41.3 AFY allocation until reclaimed water is available, for a total increase of approximately 25.5 AFY; and

WHEREAS, the City of Seaside has existing Fort Ord water allocation which is currently not being utilized by current or pending projects. In addition, the City has approved a series of long term water supply projects to augment the water in the Fort Ord areas, including an In Lieu Water Storage project and other projects utilizing reclaimed or other water savings measures in order to meet the projected water demand for projects located on the former Fort Ord lands; and

WHEREAS, this 25.5 AFY increase in water allocation is made solely for the purpose of allowing the Residential Component to proceed in order to provide more certainty for the Seaside Resort Project; and

WHEREAS, it is the intent of the City to ensure that projects that are in construction or about to be in construction have sufficient water supply on the one hand, while on the other hand requiring the most efficient use of water. It is the intent of the City that landscaping be watered with reclaimed water when the project is ready to take the water and that water is available. Accordingly, the City is only temporarily authorizing MCWD to provide potable water for landscaping until such time as reclaimed water is available; and

WHEREAS, MCWD currently has sufficient water supply to meet the projected water demands associated with the proposed project and will be entering into a water infrastructure and service agreement with the developer(s) of the Seaside Golf Course Resort Development requiring both the construction of new infrastructure and the payment of water and sewer service fees; and

WHEREAS, the Seaside Resort Project was approved on July 7, 2005, its impacts were analyzed in the Seaside Resort EIR, and that this resolution is an additional implementing action consistent with CEQA Guidelines Section 15378(c). The City further finds that there has been no change to the project or substantial changes in circumstances or new information that would warrant subsequent or supplemental environmental analysis under CEQA.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby confirms its allocation of and its concomitant DEIR designations of 120.1 AFY for the Resort Component and 41.3 AFY for the 125-unit Residential Component, and allocates an additional 25.5 AFY to the Residential Component and its landscaping for the purpose of addressing the shortfall caused by the change in the water demand factors for the Residential Component and its landscaping. The Residential Component may not use any of the 120.1 AFY allocated to the Resort Component, and the Resort Component may not use any of the total of 66.8 AFY allocated to the Residential Component. MCWD is not authorized to use any portion of the allocation of potable water for landscaping for the Residential

Component to the extent there is any reclaimed water available, in which case the developer of the pertinent phase(s) of the Residential Component shall be required to use and pay for reclaimed water. The City Council may recall some or all of the portion of the increased allocation that is not utilized for the Residential Component within 18 months following the date of this Resolution (as evidenced by the issuance of a grading permit for the pertinent phase). In addition, the City may recall the portion of the allocation of potable water for landscaping on the Residential Component when MCWD provides reclaimed water for the landscaping.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the _____ day of April, 2023, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 8.R.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: April 20, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF PORTIONS OF CANYON DEL REY BOULEVARD, HARCOURT AVENUE, ALLSTON STREET, AND HILLSDALE AVENUE ON SEPTEMBER 23, 2023, FOR THE CITY OF SEASIDE'S "OAXACA BY THE SEA" EVENT

RECOMMENDATION

Adopt a resolution authorizing the closure of portions of Canyon Del Rey Boulevard, Harcourt Avenue, Allston Street, and Hillsdale Avenue for the City of Seaside's community event on September 23, 2023.

BACKGROUND

The City of Seaside will be holding the 3rd annual Oaxaca by the Sea Event on Sunday, September 23, 2023, at Laguna Grande Park. This event will need to utilize Canyon Del Rey for the activities, and the overall safety of the event. The closure of Canyon Del Rey will greatly enhance the event and will allow for greater safety for participants and staff.

Last year's event featured the Sister City agreement signing, and this year will build on that agreement and have another delegation from Oaxaca de Juarez, Mexico in attendance. There will also be a display of traditional dance and music from performers that will be visiting Seaside from Oaxaca. In addition, local food and craft vendors that specialize in Oaxacan cuisine will be featured, as well as other activities for families and children.

FISCAL IMPACT

The estimated fiscal impact of closing the road is \$700.00 for public works staff time.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is written over a horizontal line.

Jaime M. Fontes, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE CLOSURE OF PORTIONS OF HIGHWAY 218 (CANYON DEL REY), HARCOURT AVENUE, ALLSTON STREET, AND HILLSDALE AVENUE TO THROUGH TRAFFIC ON SEPTEMBER 23, 2023

WHEREAS, the City of Seaside sponsors the Community Event "Oaxaca by the Sea" on September 23, 2023, at Laguna Grande Park that is open to the public; and

WHEREAS, it is necessary to close Highway 218 (Canyon Del Rey), Harcourt Avenue, Hillsdale Street, and Allston Street to through traffic between the hours of 8:00 a.m. and 7:00 p.m. on September 23, 2023, to insure the safety of the public and staff; and

WHEREAS, the California Department of Transportation requires a City Council resolution approving closure of state highways and city roadways.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves the closure of Highway 218 (Canyon Del Rey) from Hilby Avenue to Sonoma Avenue; Harcourt Avenue from Canyon Del Rey to Hillsdale Street; Allston Street and Hillsdale Street at Harcourt Avenue, between the hours of 8:00 a.m. and 7:00 p.m. on September 18, 2022, to ensure the safety of the public using this portion of roadway during this event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of April 2023, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.S.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Leslie Llantero, Assistant Engineer

DATE: April 20, 2023

**SUBJECT: ADOPT A RESOLUTION APPROVING A SHARED USE PATH AND
10 FOOT LANE WIDTHS ON PLUMAS AVENUE FROM CARLTON
DRIVE TO NOCHE BUENA STREET AND APPROVING THE
SUPPLEMENTAL AGREEMENT WITH TAMC FOR THE FORTAG
TRAIL PROJECT**

RECOMMENDATION

Adopt a resolution approving a Shared Use Path and 10 foot lane widths on Plumas Avenue from Carlton Drive to Noche Buena Street and approving the Supplemental Agreement with TAMC (Transportation Authority of Monterey County) for the FORTAG Project.

BACKGROUND

The Transportation Agency for Monterey County is seeking to reconfigure Plumas Avenue between Carlton Drive and Noche Buena Street to incorporate an 8-foot Shared Use Path and reduce the width of the two vehicle lanes from 11 feet to 10 feet while also maintaining the on-street parking.

The vision for the Fort Ord Regional Trail & Greenway (FORTAG) is to create a multimodal route designed to accommodate people of all ages and abilities that connects communities in and around the former Fort Ord to each other and to education, employment, community and recreation centers. It will serve as a safe pedestrian and bicycle corridor connecting the cities of Seaside, Marina, Del Rey Oaks, Monterey and unincorporated community residents to California State University Monterey Bay, the Fort Ord National Monument, and the Monterey Bay Sanctuary Scenic Trail. The Final Environmental Impact Report for the proposed 28-mile paved trail was certified by the Transportation Agency Board on March 25, 2020. A Master

Agreement was approved by the Transportation Agency and the underlying jurisdictions in June 2020.

Phase 1 of the Canyon Del Rey/State Route 218 Segment involves construction of the trail through the City of Del Rey Oaks from Fremont Boulevard to Del Rey Woods Elementary in the City of Seaside. From Fremont Boulevard, the trail will run along State Route 218 and then move behind Safeway through Work Memorial Park traveling around the tennis courts and towards Angelus Way. There are no improvements proposed along Angelus Way based on feedback from the community. The trail will pick up again at Del Rey Park and travel towards State Route 218 along the existing trail. An undercrossing below State Route 218 will connect near Del Rey Oaks City Hall and the Frog Pond. A raised pathway will be constructed to connect trail users from the undercrossing to Carlton Drive at an accessible grade. The trail will extend northeast up Carlton Drive to Plumas Avenue. Along Carlton Drive the trail will consist of a new 12-foot wide multi-use sidewalk on the west side of the road. Along Plumas Avenue, the trail was originally intended to follow and be within the existing PG&E right-of-way up to Del Rey Woods Elementary.

The Transportation Agency attempted to secure an easement from PG&E for the use of this right-of-way to construct the trail, but was informed that any easement would require California Public Utilities Commission approval through a process that could take up to two years, thus not allowing the Agency to meet its funding deadlines. Additionally, any easement provided by PG&E would include a clause allowing them to revoke the easement with 24-hours notice, which was not acceptable to receive a right-of-way certification from Caltrans. To address this issue, the Transportation Agency is proposing a potential solution to introduce traffic calming measures on Plumas by reducing lane widths to allow room to incorporate a bicycle and pedestrian Shared Use Path. This would allow TAMC to meet the grant requirements of providing a bicycle and pedestrian connection to Del Rey Woods Elementary while avoiding PG&E right of way. This proposal would also maintain the existing function of Plumas Avenue with two lanes of vehicular travel and space for on-street parking.

Plumas Avenue has traditionally been a low volume residential street, with an average daily traffic of roughly 500 vehicles. The proposed narrowing of the lane widths will have the effect of slowing down traffic in this residential area that leads to an elementary school. The existing sidewalk on the northern side of Plumas Avenue is not Americans with Disabilities Act compliant, and the introduction of this Shared Use Path would provide an ADA-compliant connection to Del Rey Woods Elementary School. Consistent with the approved Master Agreement, this proposed alignment along Plumas within the City right-of-way will be fully funded and constructed by the Transportation Agency. City staff reviewed the proposal along with the city's consultant traffic engineer and provided comments that TAMC incorporated into the trail segment and can support TAMC's proposed change.

On May 21, 2020, the City of Seaside approved the FORTAG Master Agreement and found the Environmental Impact Report adequate, and adopted the Mitigation Monitoring and Reporting Program and findings. At the time of approval of the Master Agreement covering all agencies involved in the 28-mile trail project, staff advised the Council that a Supplemental Agreement would be drafted to cover specific responsibilities of TAMC and the City relative to the Seaside portion of the trail. The Supplemental Agreement for the segment through the City of Seaside details the design and construction of that portion of the FORTAG Project as well as compliance with the covenants (i.e. mitigation measures, development, construction, operation, maintenance) of the Master Agreement for the trail segment.

Consistent with Section IV. of the Master Agreement, the Supplemental Agreement incorporates implementation of the following mitigation measures:

- A. The collection of trash from such receptacles on a reasonable, periodic basis
- B. The installation and maintenance of dog waste disposal bag dispensers at the locations of the solid waste receptacles
- C. Causing the collection of litter along the CDR Segment on a reasonable, periodic basis
- D. Incorporating the CDR Segment into the police patrols of City, and cooperating with patrols by other Underlying Jurisdictions
- E. Installing and maintaining signage regarding Trail Safety and Courtesy
- F. Inspecting and maintaining the trail conditions along CDR Segment in good condition
- G. Developing monitoring and reporting methodology for sharing of information among the Underlying Jurisdictions to promote safety, reduce potential vandalism, and create and maintain a cohesive experience for FORTAG users

A copy of a Supplemental Monitoring and Reporting Program (MMRP) for the CDR segment is attached to the agreement as Exhibit 2.

Staff recommends adopting a resolution approving a Shared Use Path and 10 foot lane widths on Plumas Avenue between Carlton Drive and Noche Buena Street and authorizing the City Manager to execute the Supplemental Agreement with TAMC for the FORTAG Project. The Agreement has been reviewed with no further comment by the City Attorney.

FISCAL IMPACT

In total, the Canyon Del Rey segment design tasks will be funded out of \$600,000 in State Senate Bill 1 Local Partnership Program funds and \$1.376 million in local Measure X funds. The right-of-way acquisition tasks will be paid from \$1.198 million in state Active Transportation grant funds. Construction will be funded out of \$9.1 million in State Active Transportation grant funds.

The fiscal impact on the City of Seaside includes continued maintenance of the facility, signage, and refuge disposal upon completion of construction. This cost is minimal and will be incorporated into the fiscal year budget.

ATTACHMENTS

1. Resolution
 2. FORTAG 100% Plans - Seaside
 3. FORTAG Supplemental Agreement
 4. FORTAG Master Agreement
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 23 –

A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL

APPROVING A SHARED USE PATH AND 10 FOOT LANE WIDTHS ON PLUMAS AVENUE FROM CARLTON DRIVE TO NOCHE BUENA STREET AND APPROVING THE SUPPLEMENTAL AGREEMENT TO THE FORTAG MASTER AGREEMENT WITH THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY.

WHEREAS, the Fort Ord Regional Trail and Greenway (FORTAG) Project proposes to construct an approximately 28-mile continuous bicycle and pedestrian trail that will connect the Monterey Peninsula cities from the existing Monterey Bay Coastal Trail to the California State Monterey Bay University campus through the Former Fort Ord open space area; and

WHEREAS, Phase 1 of the Canyon Del Rey/State Route 218 Segment involves construction of the trail through the City of Del Rey Oaks from Fremont Boulevard to Del Rey Woods Elementary in the City of Seaside; and

WHEREAS, along Plumas Avenue the trail was originally intended to follow the existing PG&E right-of-way up to Del Rey Woods Elementary, and due to several issues the Transportation Agency for Monterey County (TAMC) was unsuccessful in obtaining an easement; and

WHEREAS, TAMC proposes to introduce traffic calming measures on Plumas Avenue between Carlton Drive and Noche Buena Street by reducing lane widths to allow room to incorporate a bicycle and pedestrian Shared Use Path while also maintain on-street parking; and

WHEREAS, the reconfiguration of Plumas Avenue will allow TAMC to meet their grant requirements of providing a bicycle and pedestrian connection to Del Rey Woods Elementary while avoiding PG&E right of way; and

WHEREAS, city staff reviewed the proposal along with the city's consultant traffic engineer and provided comments that TAMC incorporated into the trail segment and are in support of TAMC's proposal, and

WHEREAS, on May 21, 2020 the city approved the FORTAG Master Agreement which covered all agencies involved in the 28-mile trail project; and

WHEREAS, the Supplemental Agreement for the segment through the City details the design and construction of that portion of the FORTAG Project as well as compliance with the covenants (i.e. mitigation measures, development, construction, operation, and maintenance) of the Master Agreement for the trail segment; and

WHEREAS, TAMC Board of Directors certified the Final Environmental Impact Report for the FORTAG, adopted the Mitigation Monitoring and Reporting Plan, and approved the Master Agreement between the associated Agencies regarding the EIR and execution of the FORTAG project in their jurisdiction.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approves a Shared Use Path and 10 foot lane widths on Plumas Avenue from Carlton Drive to Noche Buena Street; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside hereby authorizes the City Manager to execute the Supplemental Agreement attached hereto as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, duly held on the 20th day of April 2023, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

APPROVED:

Ian N. Oglesby, Mayor

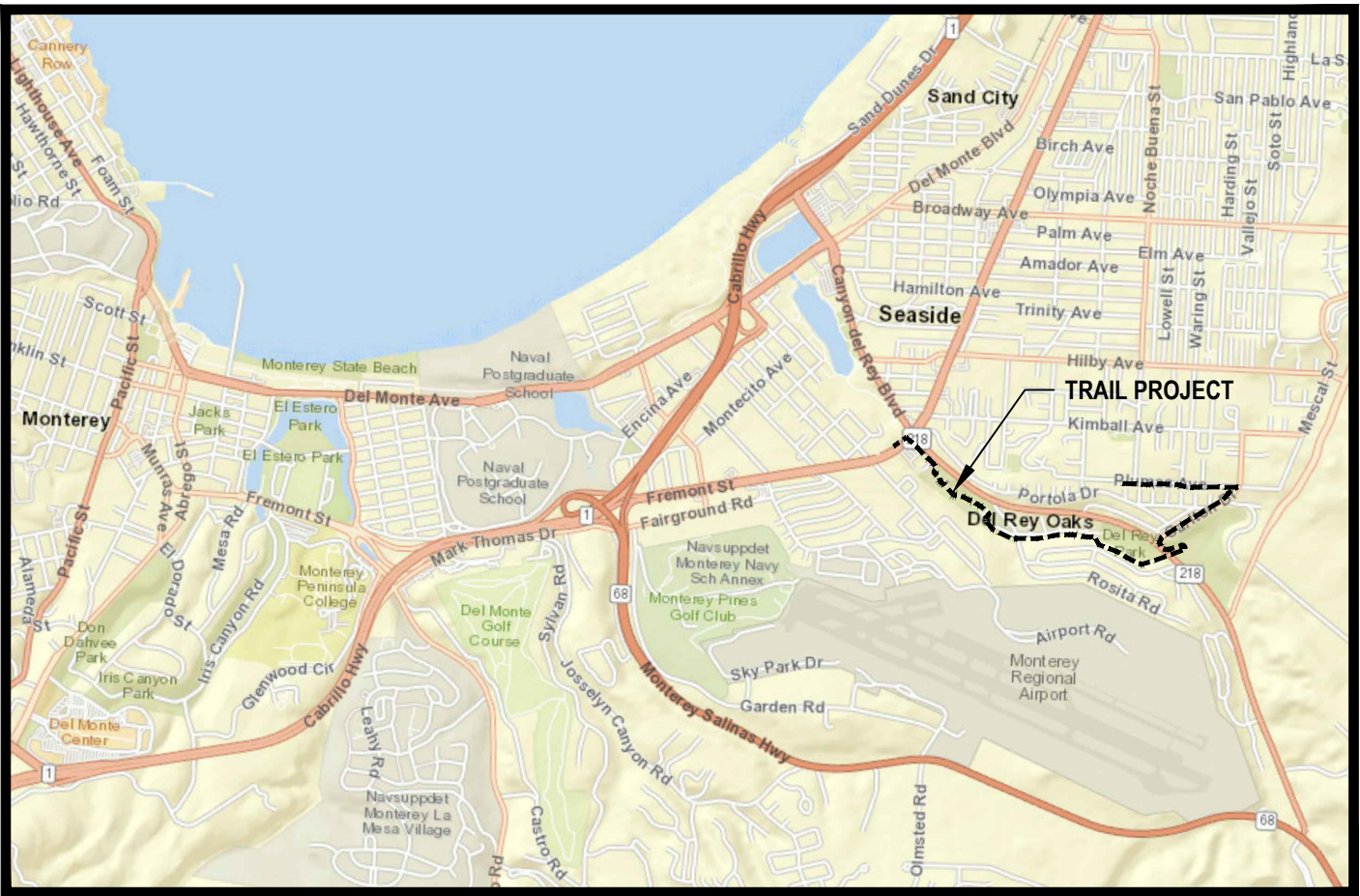
ATTEST:

Dominique L. Davis, City Clerk

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

FORTAG CDR TRAIL N. FREMONT BOULEVARD TO PLUMAS AVENUE FEDERAL AID #ATPSB1L-6143(088)

SHEET INDEX		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	G-001	COVER SHEET, INDEX AND VICINITY MAP
2	G-002	LEGEND AND ABBREVIATIONS
3	G-003	GENERAL NOTES
4	G-004	SURVEY CONTROL DIAGRAM
5-8	G-005 TO G-008	HORIZONTAL CONTROL PLAN
9	G-009	KEY MAP FOR CROSS SECTIONS
10-18	G-010 TO G-018	CROSS SECTIONS
19	G-019	PROJECT KEY MAP
20-30	D-101 TO D-111	EXISTING CONDITIONS AND DEMOLITION PLAN
31-51	C-101 TO C-121	IMPROVEMENT PLAN AND PROFILE
52-58	C-401 TO C-407	GRADING DETAIL
59-64	C-408 TO C-413	CURB RAMP DETAILS
65-66	C-501 TO C-502	CIVIL DETAILS
67-74	SW-101 TO SW-108	DRAINAGE PLAN
75	SW-501	STORM WATER DETAILS
76-82	U-101 TO U-107	UTILITY PLAN
83	SS-101	SANITARY SEWER PLAN
84	SS-501	SANITARY SEWER DETAILS
85-87	T-101 TO T-103	TRAFFIC SIGNAL PLANS
88-93	E-001 TO E-104	ELECTRICAL
94-95	E-501 TO E-502	ELECTRICAL DETAILS
96	E-601	ELECTRICAL SINGLE LINE DIAGRAMS AND SCHEDULES
97	E-701	TITLE 24 DOCUMENTS
98-113	P-101 TO P-116	SIGNAGE AND STRIPING PLAN
114	S-001	STRUCTURAL ABBREVIATIONS, LEGEND, AND GENERAL NOTES
115	S-002	STRUCTURAL GENERAL NOTES AND STRUCTURAL SPECIAL INSPECTIONS
116-119	S-101 TO S-104	STRUCTURAL PROFILE
120-122	S-501 TO S-503	STANDARD STRUCTURAL DETAILS
123-140		BRIDGE PLANS
141-147		RETAINING WALL 1 PLANS
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161-164	L-001 TO L-004	LANDSCAPE NOTES
165-173	L-101 TO L-108	LANDSCAPE AMENITY PLANS
174-179	L-210 TO L-215	LANDSCAPE IRRIGATION
180-185	L-310 TO L-315	LANDSCAPE PLANTING
186-194	L-501 TO L-509	LANDSCAPE DETAILS



VICINITY MAP
NO SCALE

APPROVED BY:

NAME
DIRECTOR

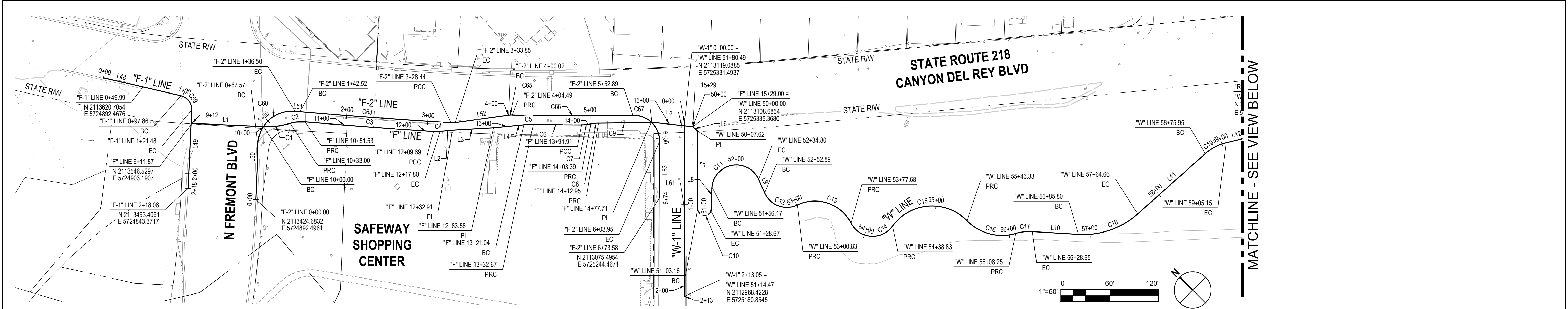
NAME
DIRECTOR

100% SUBMITTAL

							Bar is one inch on original size sheet 0 1"		 GHD Inc. 2200 21st Street Sacramento California 95818 USA T 1 916 372 6606 F 1 916 372 6616 www.ghd.com Conditions of Use This document and the ideas and designs incorporated herein, as an instrument of professional service, is the property of GHD. This document may only be used by GHD's client (and any other person who GHD has agreed can use this document) for the purpose for which it was prepared and must not be used by any other person or for any other purpose.	 www.ghd.com	Client TRANSPORTATION AGENCY FOR MONTEREY COUNTY	Title COVER SHEET	Size ANSI D	
											Status Code			
No.	Issue	Checked	Approved	Date										
Author	EM	Drafting Check	SG	Project Manager	L. VAN PARYS									
Designer	CO	Design Check	SG	Project Director	K. VEDULA									
Project No.						Date	Scale	Sheet No.						Sheet
11220281						APRIL 2023	AS SHOWN	G-001						1 of 194

GENERAL NOTES:					ELECTRICAL NOTES				
1. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO BIDDING TO DETERMINE THE EXACT EXTENT OF THE WORK LIMIT, EXISTING CONDITIONS AND ALL SITE DEMOLITION ITEMS. 2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS, STANDARD DETAILS AND SUBSEQUENT ADDENDA AS ADOPTED BY TRANSPORTATION AGENCY FOR MONTEREY COUNTY, CITY OF DEL REY OAKS, CITY OF SEASIDE, OR THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION. WHERE APPLICABLE AND ALSO THE SPECIAL PROVISIONS FOR THIS PROJECT. 3. THE CONTRACTOR SHALL PERFORM ALL CLEARING, DEMOLITION, REMOVAL OF OBSTRUCTIONS AND SITE PREPARATIONS NECESSARY FOR THE PROPER EXECUTION OF ALL WORK SHOWN ON THESE PLANS AND AS DESCRIBED IN THE SPECIFICATIONS. 4. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 5 DAYS PRIOR TO BEGINNING ANY WORK. 5. THE CONTRACTOR SHALL COORDINATE WITH ENGINEER FOR CONSTRUCTION ACCESS AND STORAGE OF CONTRACTOR'S EQUIPMENT, AND MATERIALS AREAS. CONTRACTOR SHALL NOT STOCKPILE MATERIALS OR STORE EQUIPMENT WITHIN PG&E RIGHT OF WAY ALONG PLUMAS AVE. 6. THE CONTRACTOR SHALL CONTACT ENVIRONMENTAL SURVEYOR AT LEAST 5 DAYS PRIOR TO START OF CONSTRUCTION TO CONDUCT REQUIRED ENVIRONMENTAL/WILD LIFE SURVEY ON SITE. 7. THE CONTRACTOR SHALL BE RESPONSIBLE UNDER THIS CONTRACT FOR REPAIRING AND REPLACING AT THE CONTRACTORS OWN EXPENSE. ANY STRUCTURES, FENCES, EQUIPMENT, MATERIALS, VEGETATION, AND OR PROPERTY DAMAGED OR DESTROYED BY THE CONTRACTORS OPERATION. LIKEWISE, THE CONTRACTOR SHALL RESPONSIBLE FOR REPAIRING OR REPLACING ANY DAMAGES OCCURRING BY THEIR OPERATION, ON ADJACENT PROPERTIES AND ANYWHERE OUTSIDE THE CONTRACT LIMIT LINES. THE DAMAGED ITEMS WILL BE RESTORED TO THEIR ORIGINAL CONDITIONS AND TO THE SATISFACTION OF THE ENGINEER. 8. ANY DAMAGE TO STRUCTURES, EQUIPMENT, MATERIALS, VEGETATION, AND OR PROPERTY SHALL BE REPLACED AND OR REPAIRED AS SPECIFIED IN SPECIFICATIONS. 9. THE CONTRACTOR SHALL NOTIFY THE UNDERGROUND SERVICE ALERT (U.S.A.) AT 800-227-2600, 48 HOURS PRIOR TO COMMENCEMENT OF WORK. THE USE OF CHALK PAINT IS ENCOURAGED WHENEVER POSSIBLE. ALL UNDERGROUND UTILITY LOCATIONS MUST BE MARKED PRIOR TO COMMENCEMENT OF ANY WORK. 10. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UTILITIES UNDER PROPOSED IMPROVEMENTS PRIOR TO CONSTRUCTION AND PRIOR TO ORDERING NEW TRAFFIC SIGNAL EQUIPMENT. 11. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ENCROACHMENT PERMITS NECESSARY TO PERFORM THE WORK SHOWN ON THESE PLANS FROM THE APPROPRIATE AGENCIES. 12. CONTRACTOR SHALL COMPLY WITH THE ENVIRONMENTAL PERMITTING AND MITIGATION MONITORING AND REPORTING PROGRAM REQUIREMENTS, AS IDENTIFIED IN THE PROJECT SPECIFICATIONS. 13. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE SHOWN. 14. BASIS OF BEARINGS: SHOWN ON SURVEY CONTROL DIAGRAM, G-004. BENCHMARK: SHOWN ON SURVEY CONTROL DIAGRAM, G-004. 15. CONTRACTOR SHALL INCLUDE PRE-SURVEY AND STAKING INFORMATION FOR ADA RAMPS AND FEATURES TO THE PROJECT ENGINEER FOR APPROVAL PRIOR TO PLACEMENT. 16. CONTRACTOR SHALL PROVIDE THE ENGINEER POST SURVEY INFORMATION FOR ADA RAMPS AND FEATURES TO THE PROJECT ENGINEER. RECONSTRUCTION FOR OUT-OF-COMPLIANCE PLACEMENTS WILL BE PERFORMED AT THE CONTRACTOR'S EXPENSE. 17. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE. 18. CONTRACTOR SHALL MAINTAIN 12' ACCESS TO DEL REY OAKS CORP YARD AT ALL TIMES.					1. ALL ELECTRICAL WORK SHALL CONFORM TO THE LATEST VERSION OF THE 2018 STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND PLANS AND SUBSEQUENT REVISED STANDARD PLANS AND SPECIFICATIONS, AND THE SPECIAL PROVISIONS. 2. ALL EXISTING ELECTRICAL EQUIPMENT TO REMAIN, UNLESS OTHERWISE NOTED. IF DAMAGED BY THE CONTRACTOR'S OPERATIONS, EQUIPMENT SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT HIS EXPENSE. 3. THE CONTRACTOR SHALL CONTACT ALL UTILITIES TO VERIFY UNDERGROUND AND OVERHEAD UTILITIES. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 811, 48 HOURS PRIOR TO ALL EXCAVATION. 4. THE CONTRACTOR SHALL VERIFY ALL OVERHEAD AND UNDERGROUND CLEARANCE REQUIREMENTS WITH PG&E, AT&T, AND OTHER AFFECTED UTILITIES PRIOR TO THE START OF WORK. 5. THE LOCATION OF ALL EQUIPMENT SHOWN ON THE PLAN ARE APPROXIMATE AND MAY BE CHANGED TO SUIT FIELD CONDITIONS AS DIRECTED BY THE ENGINEER. 6. ALL PULL BOXES SHALL BE No. 5 UNLESS NOTED OTHERWISE ON THE PLAN. 7. ALL NEW PULL BOXES SHALL BE LOCATED IN THE SIDEWALK WHERE APPLICABLE AND SHALL NOT BE INSTALLED WITHIN ADA TACTILE STRIP, RAMPS OR LANDINGS. 8. INSTALL SOLAR RREFB ASSEMBLY PER MANUFACTURER'S RECOMMENDATIONS. 9. WHERE APPLICABLE, CONDUIT SHALL BE INSTALLED UNDER THE NEW SIDEWALK. 10. ALL CONDUCTORS AND CABLES SHALL BE COPPER. 11. SOLAR LED TRAIL LIGHTS SHOWN ON THE PLANS ARE APPROXIMATE LOCATIONS ONLY. EXACT LOCATIONS SHALL BE ADJUSTED IN THE FIELD TO AVOID COVERING BY TREES CANOPY.				
EXISTING CONDITIONS AND DEMOLITION NOTES									
1. CONTRACTOR SHALL COORDINATE WITH ENGINEER FOR TEMPORARY STORAGE OF REMOVED/DEMOLISHED MATERIALS, IF NECESSARY. 2. THE CONTRACTOR SHALL KEEP ALL PLANTING, PAVING AND CURB AREAS FREE FROM WEEDS, DEBRIS AND TRASH DURING THE ENTIRE DURATION OF THE CONTRACT. WEED CONTROL HERBICIDES SHALL BE APPLIED IF THE ENGINEER DEEMS IT NECESSARY. TYPE OF HERBICIDE TO BE USED AND METHOD OF APPLICATION SHALL BE APPROVED BY THE ENGINEER. 3. CARE SHOULD BE TAKEN WITH EXISTING TREES TO REMAIN. GRADES WITHIN THE DRIP LINE OF THE TREE SHALL NOT BE CHANGED UNLESS OTHERWISE SPECIFIED ON THE PLANS. ANY COMPACTION OF THE AREA WITHIN THE DRIP LINE SHALL BE AVOIDED. 4. ALL ITEMS INDICATED TO BE REMOVED SHALL BE DISPOSED OF FROM THE PROJECT SITE IN COMPLIANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.									
GRADING AND PAVING NOTES									
1. ALL GRADING, EXCAVATIONS, AND SUBGRADE PREPARATION SHALL BE IN CONFORMANCE WITH THE PROJECT SOILS REPORT ENTITLED "FORT ORD REGIONAL TRAIL & GREENWAY CANYON DEL REY/SR 218 SEGMENT - GEOTECHNICAL DESIGN RECOMMENDATIONS REPORT" BY McMILLEN JACOBS ASSOCIATES (NOW DELVE UNDERGROUND) DATED MARCH 2023 AND ALL ADDENDUMS THERETO. 2. THE PLAN PROVIDES GENERAL GRADING INFORMATION. ALL SURVEYING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. 3. EXISTING SPOT ELEVATIONS SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL USE NORTHING AND EASTING SHOWN IN THE SPOT ELEVATION CHART. 4. EXPORTATION AND IMPORTATION OF SOIL, WHICH MAY BE NECESSARY TO MEET THE GRADES SHOWN ON THIS PLAN, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE PART OF THIS CONTRACT. CONTRACTOR SHALL BE RESPONSIBLE FOR TESTING ANY SOIL THAT IS TO BE EXPORTED FROM THE PROJECT SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH SOIL TESTING. IF THE EXISTING SOIL IS FOUND TO BE HAZARDOUS, IT SHALL BE TAKEN TO AN APPROVED FACILITY (CLASS I,II OR III). 5. ALL HIGH POINTS, LOW POINTS, OR GRADE BREAKS ON CONCRETE SURFACES SHALL HAVE A SMOOTH CURVE. CONCRETE SHALL NOT BE BUILT TO A POINT. 6. THE CONTRACTOR SHALL MATCH THE NEW GRADES WITHIN THE LIMITS OF WORK TO THE EXISTING GRADES WITHOUT DAMAGING THE EXISTING NATIVE GRASSES, FENCE LINE, TREES, OR EXISTING PAVING TO REMAIN, ALONG THE LIMIT LINE. ANY DAMAGE TO THESE AREAS SHALL BE REPAIRED AT THE CONTRACTOR'S OWN EXPENSE. 7. THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS AND ALL OTHER PUBLIC RIGHTS-OF-WAY IN A CLEAN, SAFE AND USABLE CONDITION. ALL SPILLS OF SOIL, ROCK OR CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE PUBLICLY OWNED PROPERTY DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY, PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE AND USABLE CONDITION. 8. IN THE EVENT THAT HUMAN REMAINS AND/OR CULTURAL MATERIALS ARE FOUND, ALL PROJECT-RELATED CONSTRUCTION SHOULD CEASE WITHIN A 100-FOOT RADIUS. THE CONTRACTOR SHALL, PURSUANT TO SECTION 7050.5 OF THE HEALTH AND SAFETY CODE AND SECTION 5097.94 OF THE PUBLIC RESOURCES CODE OF THE STATE OF CALIFORNIA, NOTIFY THE MONTEREY COUNTY CORONER IMMEDIATELY. 9. A HAUL ROUTE PERMIT FROM THE DEPARTMENT OF TRANSPORTATION IS REQUIRED FOR ALL PROJECTS MOVING MORE THAN 10,000 CY OF EARTH. 10. GRADING WILL NOT BE ALLOWED WITHOUT APPROVED EROSION CONTROL PLANS AND MEASURES STORMWATER POLLUTION PREVENTION MEASURES IN ACCORDANCE WITH CITY SPECIFICATIONS AND THE CONSTRUCTION GENERAL PERMIT. THE DOCUMENT "CLEAN BAY BLUEPRINT" SHALL BE IMPLEMENTED THROUGHOUT THE YEAR TO THE SATISFACTION OF THE DIRECTOR OF PUBLIC WORKS. 11. A POST CONSTRUCTION "AS-BUILT" PLAN IS REQUIRED FROM A CIVIL OR SOILS ENGINEER RETAINED TO PROVIDE THE FINAL HORIZONTAL AND VERTICAL LOCATIONS OF THE IMPROVEMENTS APPROVED WITH THIS PLAN SUCH AS SUBDRAINS, ON-SITE STORMWATER CONVEYANCE AND TREATMENT SYSTEMS, AND ON-SITE RETAINING STRUCTURES.									
SIGNAGE NOTES									
1. DETAIL OF ALL TRAIL SIGNS SHALL FOLLOW THE REQUIREMENTS OF THESE PLANS AND THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY WAYFINDING PLAN. THE CONTRACTOR SHALL REVIEW PRIOR TO PROCEEDING WORK ON THE PROJECT. 2. A COPY OF THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY WAYFINDING PLAN SHALL BE FOUND ON HTTP://WWW.TAMCMONTEREY.ORG/WAYFINDING-PLAN. 3. THE CONTRACTOR SHALL VERIFY THE LOCATION OF SIGNS AND OBTAIN ENGINEER APPROVAL PRIOR TO INSTALLATION.									
LAYOUT NOTES									
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SURVEY WORK AND FOR RE-ESTABLISHING AND REPLACING POINTS LOST, DISTURBED OR DAMAGED DURING THE COURSE OF CONTRUCTION OR OTHERWISE AT NO ADDITIONAL COST TO THE CITY. 2. ALL "LAYOUT" WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND IT SHALL BE APPROVED BY THE ENGINEER PRIOR TO START OF ANY WORK. 3. IN AREAS WHERE NEW CONCRETE IS JOINED WITH EXISTING CONCRETE, THE CONNECTION SHALL BE MADE AT THE NEAREST SCORE LINE. 4. ALL CONCRETE SURFACES SHALL HAVE A LIGHT BROOM FINISH AND APPROVED BY THE ENGINEER, EXCEPT WHERE SHOWN OTHERWISE. 5. ALL EXISTING UTILITY BOXES, VAULTS, VALVE COVERS, AND MANHOLES WITHIN THE AREA TO BE IMPROVED SHALL BE ADJUSTED TO THE NEW FINISH GRADE.									

				Bar is one inch on original size sheet 0  1"		 GHD Inc. 2200 21st Street Sacramento California 95818 USA T 1 916 372 6606 F 1 916 372 6616  www.ghd.com Conditions of Use This document and the ideas and designs incorporated herein, as an instrument of professional service, is the property of GHD. This document may only be used by GHD's client (and any other person who GHD has agreed can use this document) for the purpose for which it was prepared and must not be used by any other person or for any other purpose.	Client TRANSPORTATION AGENCY FOR MONTEREY COUNTY		Title GENERAL NOTES		Size ANSI D			
							Project FORTAG TRAIL PROJECT				Status Code			
No. Issue		Checked		Approved			Date				Sheet No. G-003	Sheet 3 of 194		
Author	EM	Drafting Check		SG			Project Manager						L. VAN PARYS	
Designer	CO	Design Check		SG	Project Director		K. VEDULA							



ALIGNMENT DATA "F" LINE					
No.	R	Δ	T	L	
C1	100.00'	018°54'34"	16.65'	33.00'	
C2	50.00'	021°13'37"	9.37'	18.52'	
C3	7799.99'	001°09'43"	79.09'	158.16'	
C4	50.00'	009°17'18"	4.06'	8.11'	
C5	100.00'	006°39'42"	5.82'	11.63'	
C6	3007.64'	001°07'43"	29.62'	59.25'	
C7	59.00'	011°08'37"	5.76'	11.47'	
C8	51.00'	010°44'42"	4.80'	9.56'	
C9	3005.64'	001°14'04"	32.38'	64.76'	
L1	-	S42°27'29"E	-	88.13'	
L2	-	S50°35'26"E	-	15.12'	
L3	-	S48°19'41"E	-	50.67'	
L4	-	S50°35'26"E	-	37.46'	
L5	-	S38°48'11"E	-	51.29'	

ALIGNMENT DATA "F-1" LINE					
No.	R	Δ	T	L	
C59	17.00'	079°34'56"	14.16'	23.61'	
L48	-	S31°51'08"E	-	97.86'	
L49	-	S47°37'54"W	-	96.58'	

ALIGNMENT DATA "W-1" LINE					
No.	R	Δ	T	L	
L61	-	S44°59'42"W	-	213.05'	

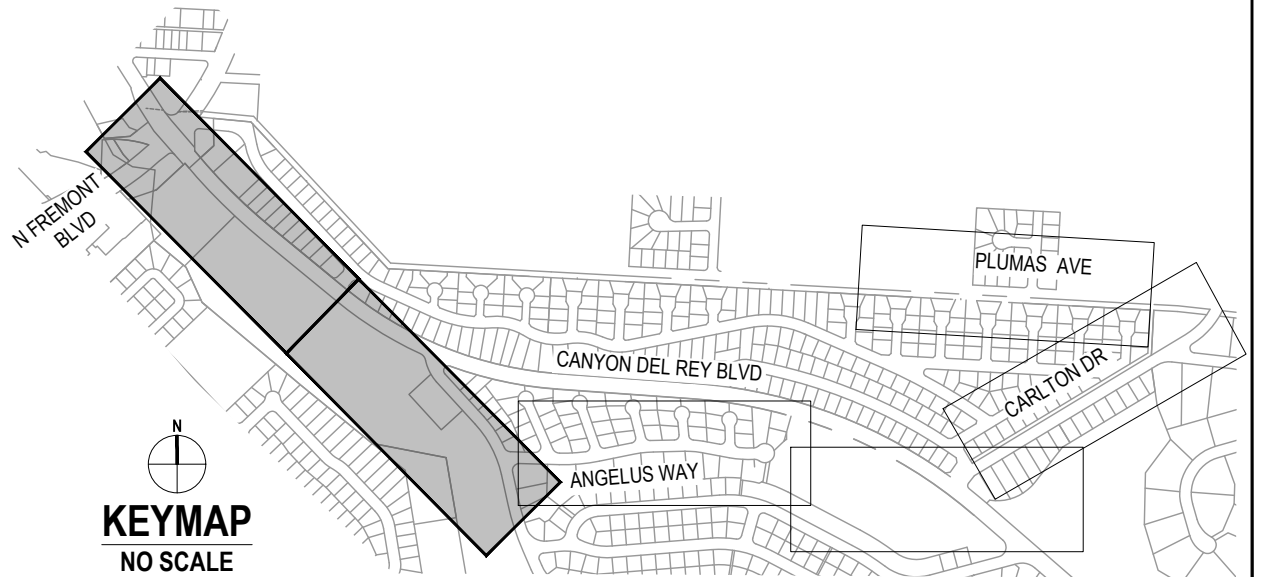
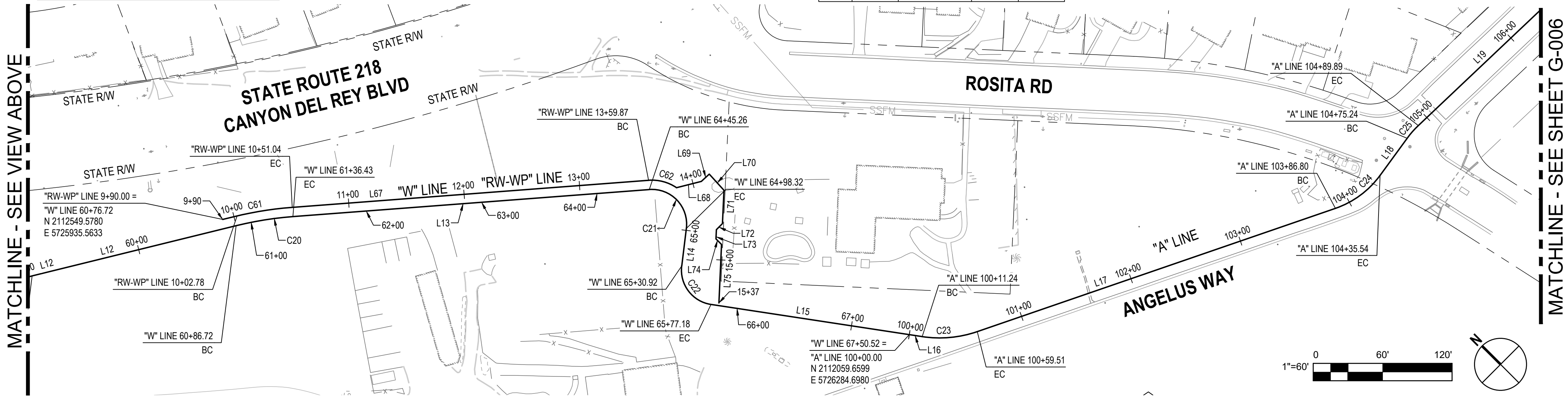
ALIGNMENT DATA "F-2" LINE					
No.	R	Δ	T	L	
C60	42.00'	094°01'27"	45.06'	68.92'	
C63	7788.00'	001°17'34"	87.86'	175.71'	
C65	27.00'	009°30'18"	2.24'	4.48'	
C66	2991.00'	002°50'34"	74.21'	148.40'	
C67	32.00'	091°24'44"	32.80'	51.05'	
L50	-	N45°53'18"E	-	17.57'	
L51	-	S40°05'15"E	-	6.02'	
L52	-	S52°55'52"E	-	66.16'	
L53	-	S45°08'36"W	-	69.63'	

ALIGNMENT DATA "W" LINE					
No.	R	Δ	T	L	
C10	8.50'	178°38'53"	720.45'	26.50'	
C11	30.00'	155°04'32"	135.75'	81.20'	
C12	30.00'	091°33'05"	30.82'	47.94'	
C13	50.00'	088°03'56"	48.34'	76.85'	
C14	30.00'	116°47'00"	48.75'	61.15'	
C15	60.00'	099°47'43"	71.25'	104.51'	
C16	60.00'	061°59'36"	36.05'	64.92'	
C17	60.00'	019°45'39"	10.45'	20.69'	
C18	100.00'	045°10'50"	41.61'	78.85'	
L6	-	S02°35'57"E	-	7.62'	
L7	-	S44°44'33"W	-	95.44'	
L8	-	N46°05'40"E	-	24.23'	
L9	-	S21°10'12"W	-	17.90'	
L10	-	S41°32'11"E	-	56.86'	

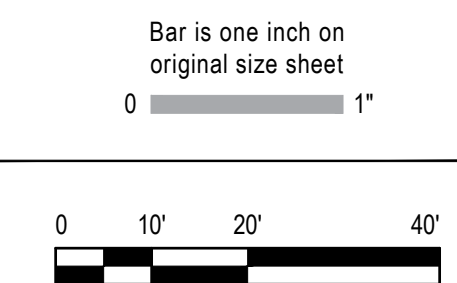
ALIGNMENT DATA "W" LINE					
No.	R	Δ	T	L	
C19	60.00'	027°53'11"	14.90'	29.20'	
C20	300.00'	009°29'39"	24.91'	49.71'	
C21	30.00'	101°20'12"	36.61'	53.06'	
C22	30.00'	088°20'06"	29.14'	46.25'	
L11	-	S86°43'01"E	-	111.30'	
L12	-	S58°49'50"E	-	181.56'	
L13	-	S49°20'11"E	-	308.83'	
L14	-	S52°00'01"W	-	32.60'	
L15	-	S36°20'05"E	-	173.35'	

ALIGNMENT DATA "A" LINE					
No.	R	Δ	T	L	
C23	100.00'	027°39'15"	24.61'	48.27'	
C24	80.00'	034°54'25"	25.15'	48.74'	
C25	80.00'	010°29'35"	7.35'	14.65'	
L16	-	S36°20'05"E	-	11.24'	
L17	-	S63°59'20"E	-	327.29'	
L18	-	N81°06'14"E	-	39.70'	
L19	-	S88°24'11"E	-	243.31'	

ALIGNMENT DATA "RW-WP" LINE					
No.	R	Δ	T	L	
C61	308.00'	009°29'39"	25.58'	51.04'	
C62	38.00'	038°18'48"	13.20'	25.41'	
L67	-	S49°20'11"E	-	308.83'	
L68	-	S59°16'24"E	-	22.14'	
L69	-	S87°25'50"E	-	9.29'	
L70	-	S02°34'07"W	-	18.85'	
L71	-	S47°34'07"W	-	28.84'	
L72	-	N90°00'00"W	-	7.41'	
L73	-	S47°34'07"W	-	8.00'	
L74	-	S00°00'00"W	-	6.77'	
L75	-	S47°34'07"W	-	50.57'	



No.	Issue	Checked	Approved	Date
Author	EM	Drafting Check	SG	Project Manager
Designer	CO	Design Check	SG	Project Director
				L. VAN PARYS
				K. VEDULA



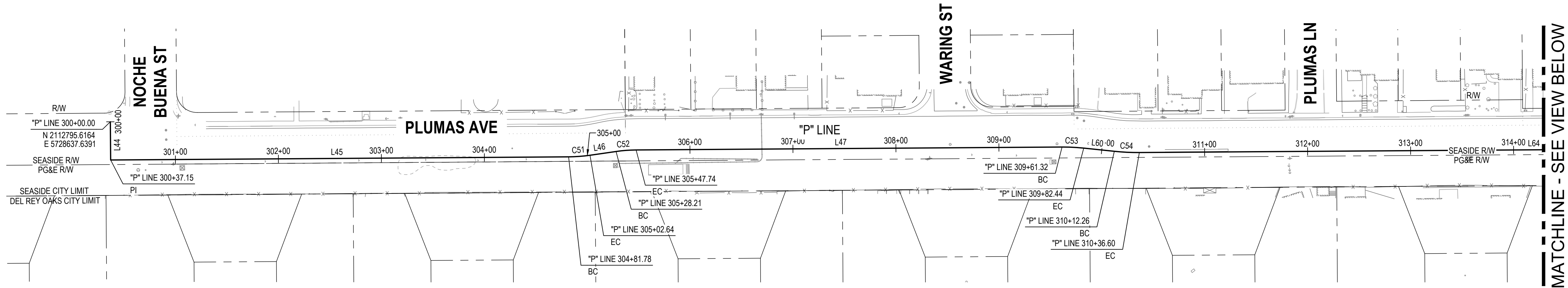
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Project	FORTAG TRAIL PROJECT
Project No.	11220281
Date	APRIL 2023
Scale	AS SHOWN

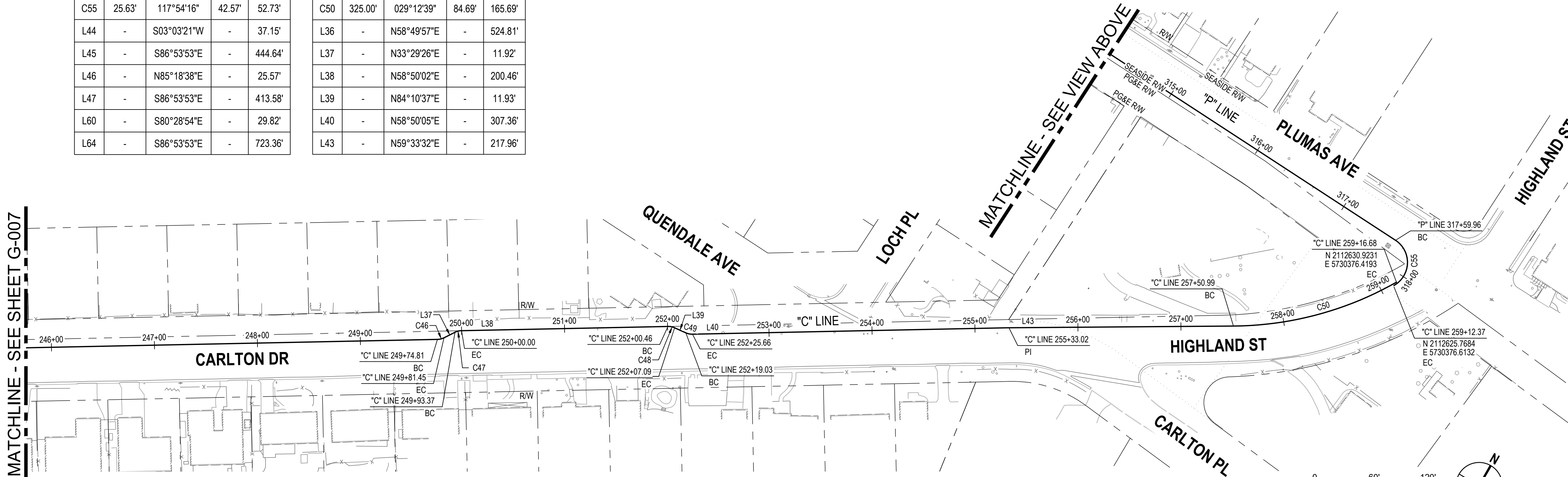
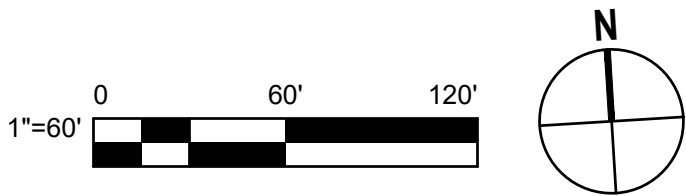
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Size	ANSI D
Status Code	
Sheet No.	G-005
Sheet	5 of 194



MATCHLINE - SEE VIEW BELOW

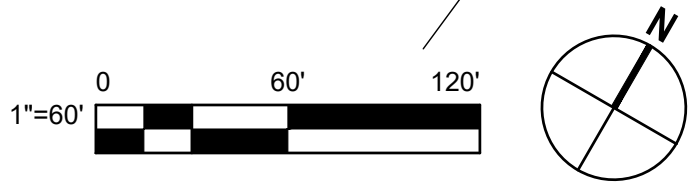
ALIGNMENT DATA "P" LINE				
No.	R	Δ	T	L
C51	153.37'	007°47'29"	10.44'	20.86'
C52	143.63'	007°47'29"	9.78'	19.53'
C53	188.63'	006°24'58"	10.57'	21.12'
C54	217.37'	006°24'58"	12.18'	24.34'
C55	25.63'	117°54'16"	42.57'	52.73'
L44	-	S03°03'21"W	-	37.15'
L45	-	S86°53'53"E	-	444.64'
L46	-	N85°18'38"E	-	25.57'
L47	-	S86°53'53"E	-	413.58'
L60	-	S80°28'54"E	-	29.82'
L64	-	S86°53'53"E	-	723.36'

ALIGNMENT DATA "C" LINE				
No.	R	Δ	T	L
C46	15.00'	025°20'39"	3.37'	6.64'
C47	15.00'	025°20'35"	3.37'	6.63'
C48	15.00'	025°20'35"	3.37'	6.63'
C49	15.00'	025°20'31"	3.37'	6.63'
C50	325.00'	029°12'39"	84.69'	165.69'
L36	-	N58°49'57"E	-	524.81'
L37	-	N33°29'26"E	-	11.92'
L38	-	N58°50'02"E	-	200.46'
L39	-	N84°10'37"E	-	11.93'
L40	-	N58°50'05"E	-	307.36'
L43	-	N59°33'32"E	-	217.96'



MATCHLINE - SEE SHEET G-007

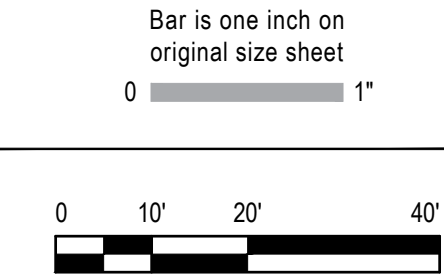
MATCHLINE - SEE VIEW ABOVE



KEYMAP
NO SCALE



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Author	EM	Drafting Check	SG	Project Manager
Designer	CO	Design Check	SG	Project Director



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Project	FORTAG TRAIL PROJECT
Project No.	11220281
Date	APRIL 2023
Scale	AS SHOWN

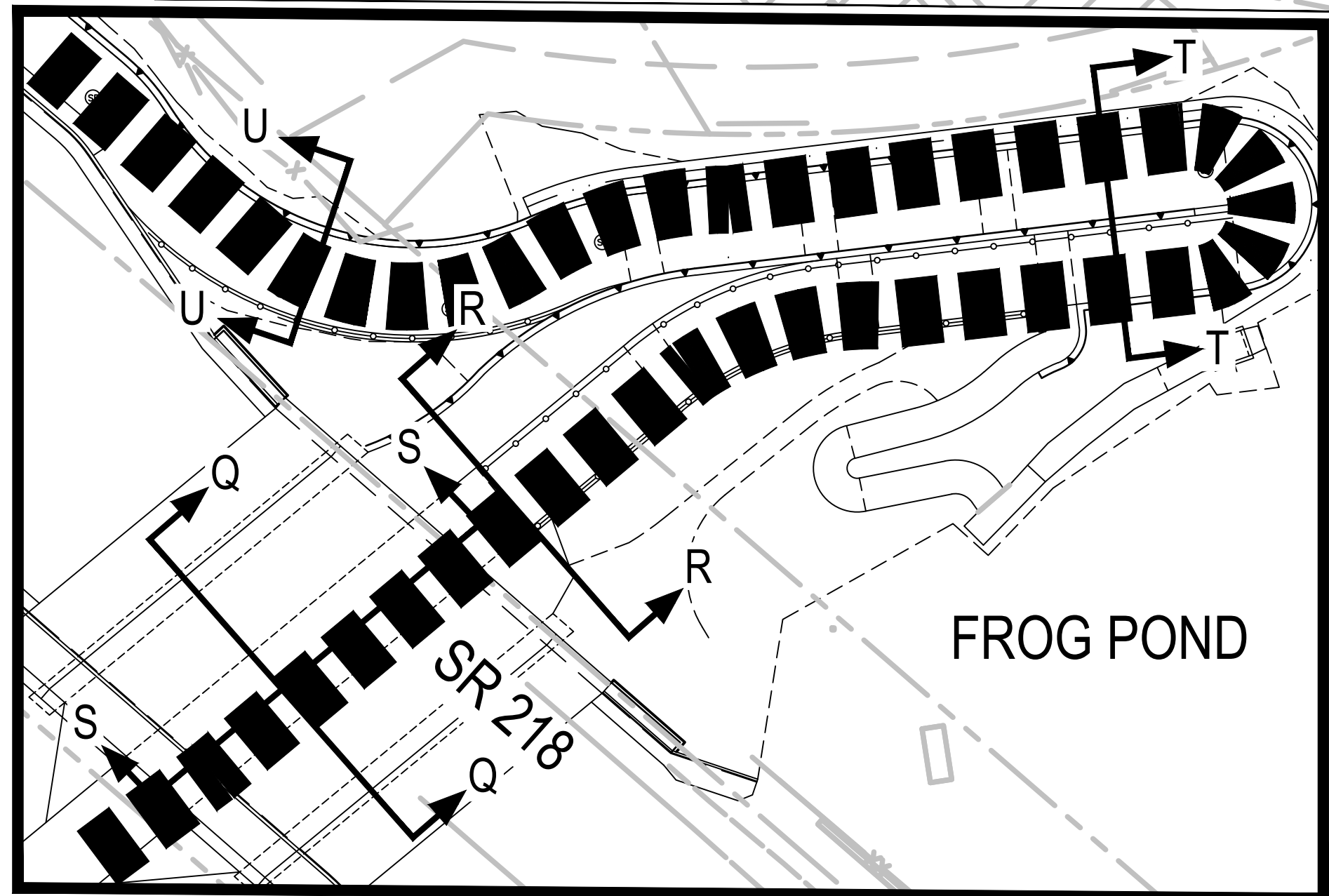
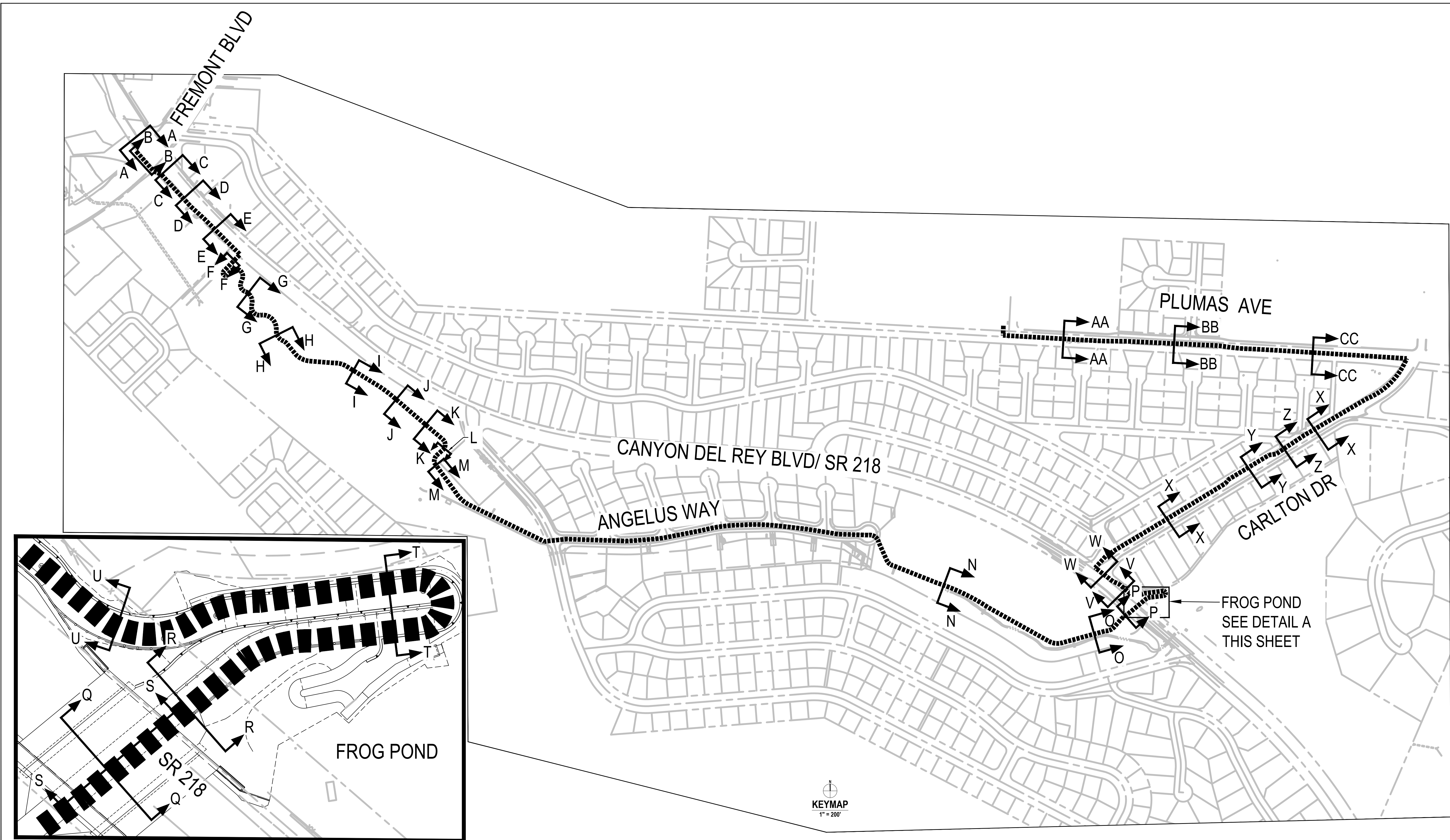
Horizontal Control Plan - 4

Size
ANSI D

Status Code

Sheet No.
G-008

Sheet
8 of 194



DETAIL A

100% SUBMITTAL

No.	Issue	Checked	Approved	Date
Author	EM	Drafting Check	SG	Project Manager
Designer	CO	Design Check	SG	Project Director
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				K. VEDULA



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Project
FORTAG TRAIL PROJECT

Project No.
11220281

Date
APRIL 2023

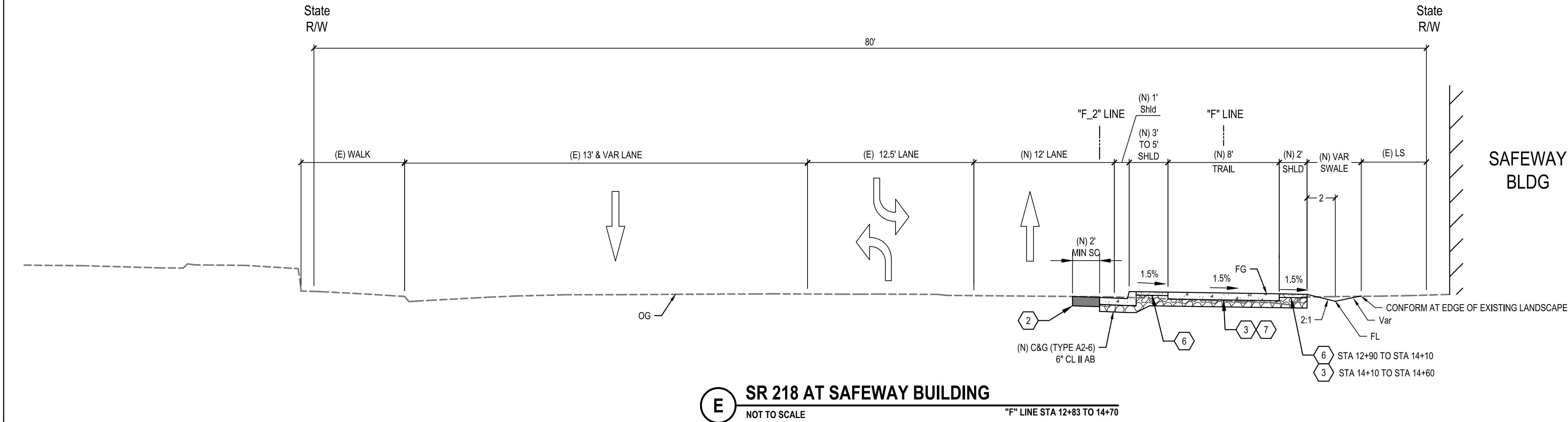
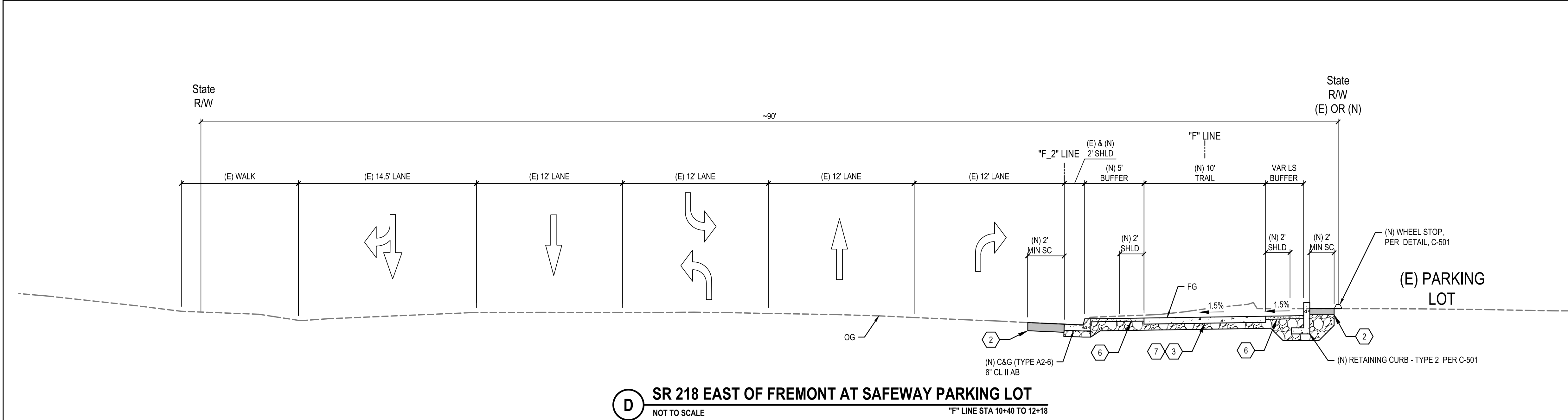
Scale
AS SHOWN

Title
KEYMAP FOR CROSS SECTIONS

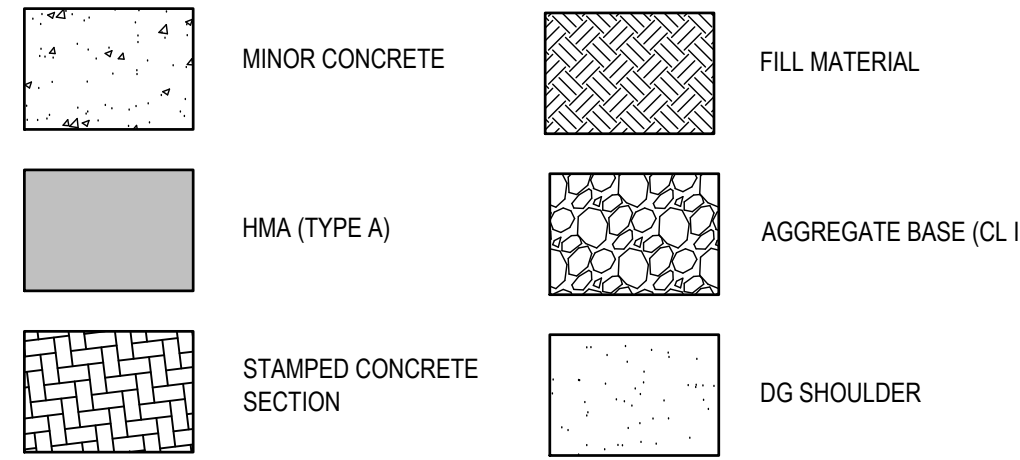
Size
ANSI D

Status Code

Sheet No.
G-009
Sheet
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LEGEND



ABBREVIATIONS

(E) = EXISTING
(N) = NEW
MIN = MINIMUM
SC = SECTION
SHLD = SHOULDER
OG = ORIGINAL GRADE
FG = FINISHED GRADE

SHEET KEYNOTES

- NEW SIDEWALK SECTION
4" PCC, 3500 PSI
4" CL II AB
SCARIFY 8", MOISTURE CONDITIONED AT 90% RELATIVE COMPACTION
- SAWCUT AND REPLACE SECTION
8" HMA, TYPE A
- CONCRETE SHARED USE PATH SECTION
6" PCC, 5000 PSI
6" CL II AB
SCARIFY 8", MOISTURE CONDITIONED AT 90% RELATIVE COMPACTION
- AC TRAIL SECTION
5" HMA, TYPE A
5" CL II AB
SCARIFY 8", MOISTURE CONDITIONED AT 90% RELATIVE COMPACTION
- AB TRAIL SHOULDER
10" CL II AB
SCARIFY 8", MOISTURE CONDITIONED AT 90% RELATIVE COMPACTION
- DG TRAIL SHOULDER
4" DECOMPOSED GRANITE
6" CL II AB
SCARIFY 8", MOISTURE CONDITIONED AT 90% RELATIVE COMPACTION
- CONCRETE COLOR AND FINISHES PER LANDSCAPE PLANS
- STAMPED CONCRETE PER PATTERN B, DETAIL 2, L-507

GENERAL NOTES:

- FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEER AT THE DISTRICT OFFICE.
- DIMENSIONS OF PAVEMENT STRUCTURES (STRUCTURAL SECTIONS) ARE SUBJECT TO TOLERANCES SPECIFIED IN THE STANDARD SPECIFICATIONS.
- FOR RETAINING WALL PROFILE AND DESIGN HEIGHT, SEE STRUCTURAL PLANS.

100% SUBMITTAL

No.	Issue	Checked	Approved	Date
Author	EM	Drafting Check	SG	Project Manager
Designer	CO	Design Check	SG	Project Director
				L. VAN PARYS
				K. VEDULA



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Project
FORTAG TRAIL PROJECT

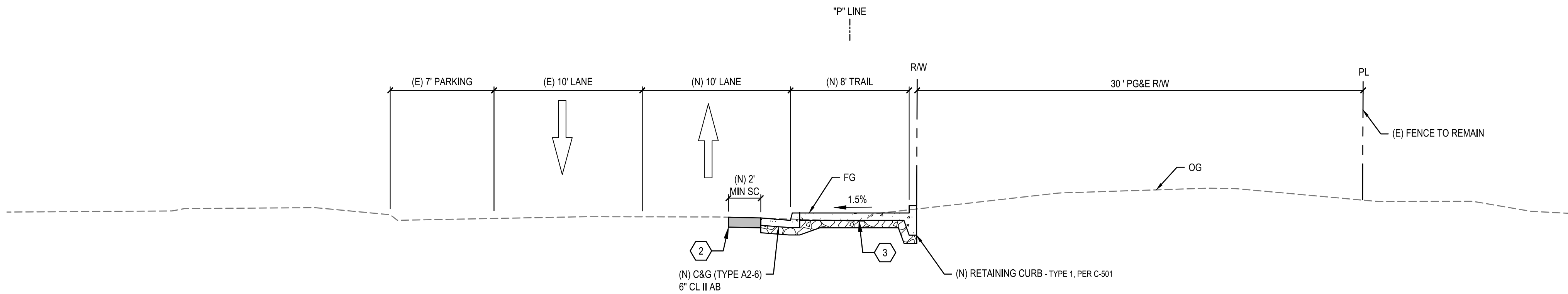
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Date
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Title
CROSS SECTIONS

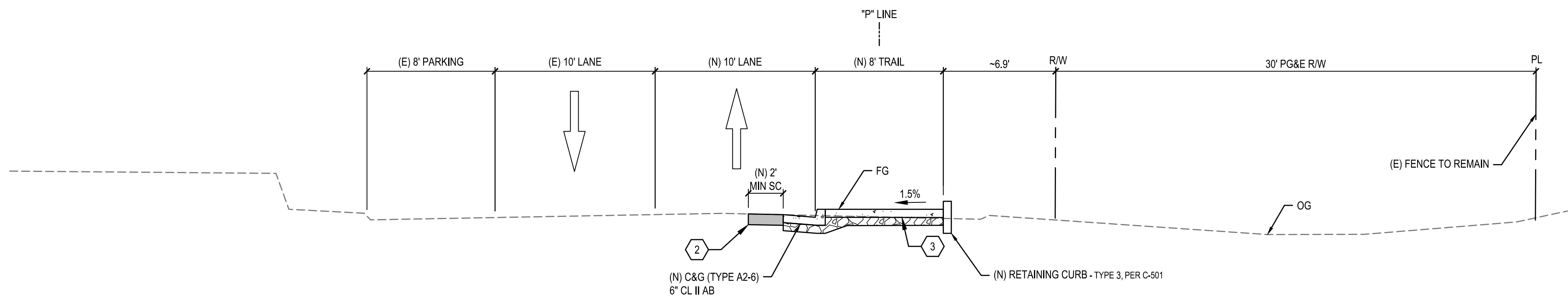
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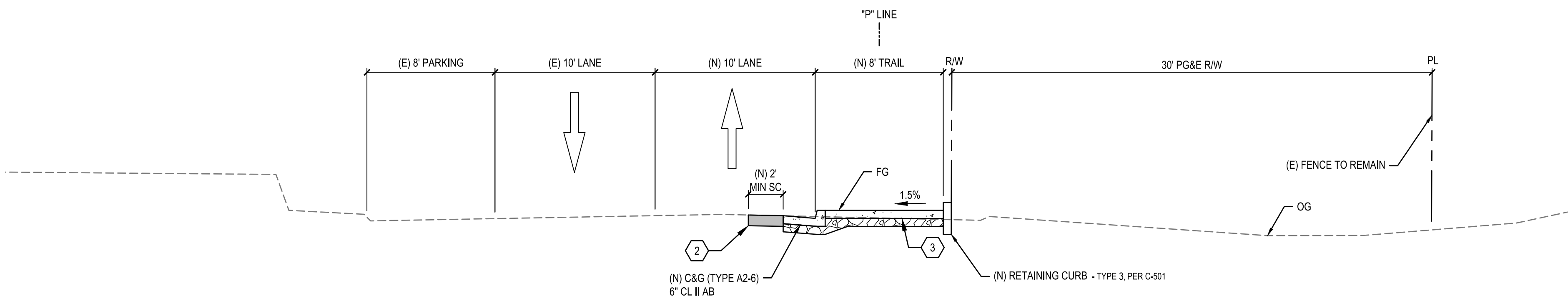
Sheet No.
G-011
Sheet
11 of 194



AA PLUMAS AVENUE
NOT TO SCALE



BB PLUMAS AVENUE
NOT TO SCALE



CC PLUMAS AVENUE
NOT TO SCALE

LEGEND

	MINOR CONCRETE		FILL MATERIAL
	HMA (TYPE A)		AGGREGATE BASE (CL II)
	STAMPED CONCRETE SECTION		DG SHOULDER

ABBREVIATIONS

(E) = EXISTING	SC = SECTION	OG = ORIGINAL GRADE
(N) = NEW	SHLD = SHOULDER	FG = FINISHED GRADE
MIN = MINIMUM		

SHEET KEYNOTES

- NEW SIDEWALK SECTION
4" PCC, 3500 PSI
4" CL II AB
SCARIFY 8", MOISTURE CONDITIONED AT 90% RELATIVE COMPACTION
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8" HMA, TYPE A
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6" PCC, 5000 PSI
6" CL II AB
SCARIFY 8", MOISTURE CONDITIONED AT 90% RELATIVE COMPACTION
- AC TRAIL SECTION
5" HMA, TYPE A
5" CL II AB
SCARIFY 8", MOISTURE CONDITIONED AT 90% RELATIVE COMPACTION
- AB TRAIL SHOULDER
10" CL II AB
SCARIFY 8", MOISTURE CONDITIONED AT 90% RELATIVE COMPACTION
- DG TRAIL SHOULDER
4" DECOMPOSED GRANITE
6" CL II AB
SCARIFY 8", MOISTURE CONDITIONED AT 90% RELATIVE COMPACTION
- CONCRETE COLOR AND FINISHES PER LANDSCAPE PLANS
- STAMPED CONCRETE PER PATTERN B, DETAIL 2, L-507

GENERAL NOTES:

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- FOR RETAINING WALL PROFILE AND DESIGN HEIGHT, SEE STRUCTURAL PLANS.

100% SUBMITTAL

No.	Issue	Checked	Approved	Date
Author	EM	Drafting Check	SG	Project Manager
Designer	CO	Design Check	SG	Project Director



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Client
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Project
FORTAG TRAIL PROJECT

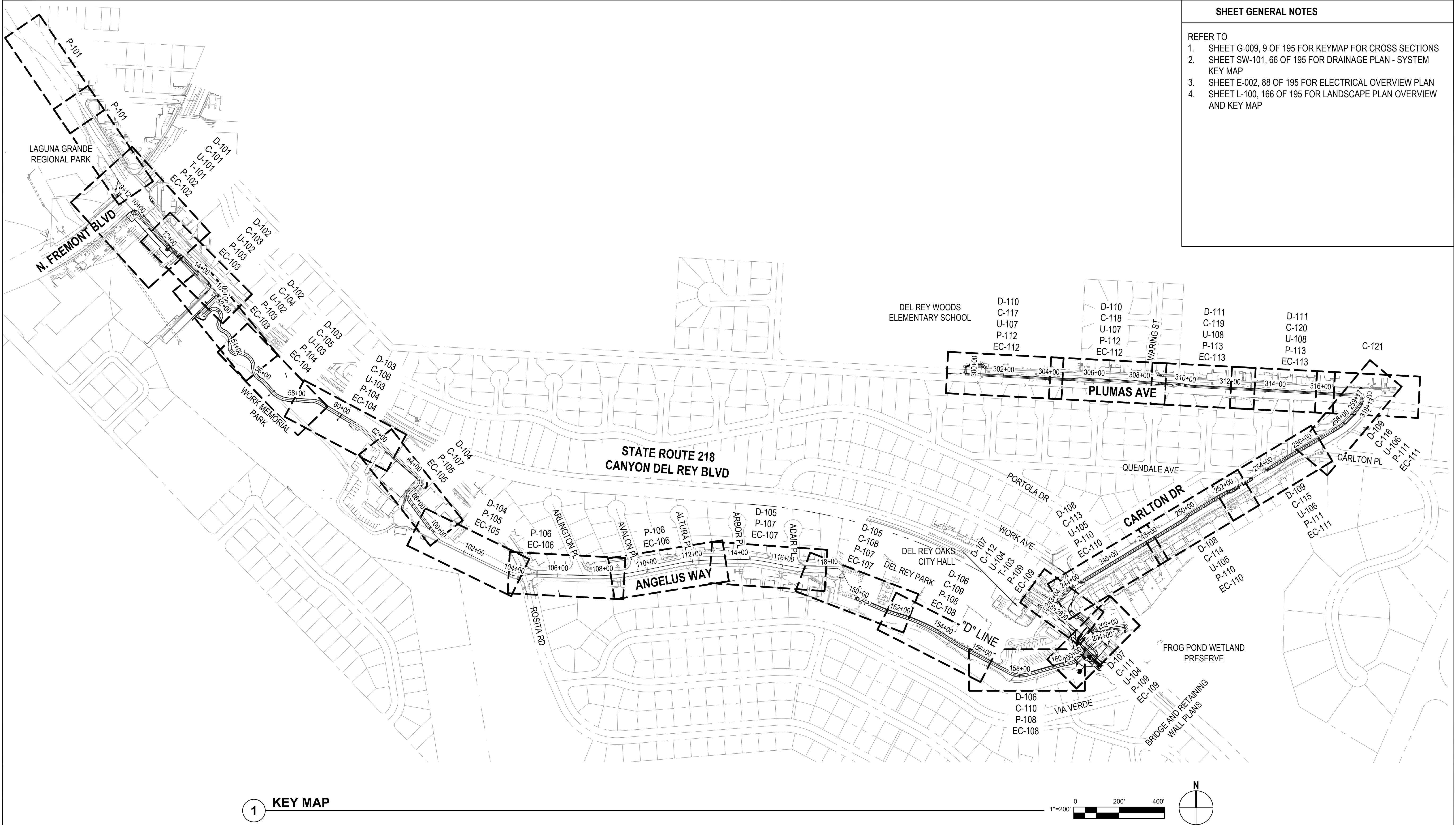
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Date APRIL 2023
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Status Code

Sheet No. G-018
Sheet 18 of 194



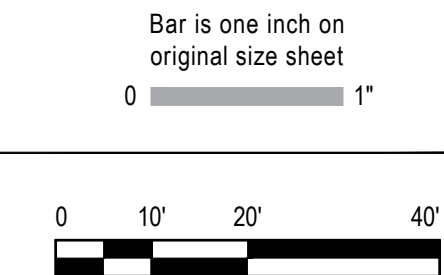
- SHEET GENERAL NOTES**
- REFER TO
1. SHEET G-009, 9 OF 195 FOR KEYMAP FOR CROSS SECTIONS
 2. SHEET SW-101, 66 OF 195 FOR DRAINAGE PLAN - SYSTEM KEY MAP
 3. SHEET E-002, 88 OF 195 FOR ELECTRICAL OVERVIEW PLAN
 4. SHEET L-100, 166 OF 195 FOR LANDSCAPE PLAN OVERVIEW AND KEY MAP

1 KEY MAP



100% SUBMITTAL

No.	Issue	Checked	Approved	Date
Author	EM	Drafting Check	SG	Project Manager
Designer	CO	Design Check	SG	Project Director
		L. VAN PARYS		
		K. VEDULA		



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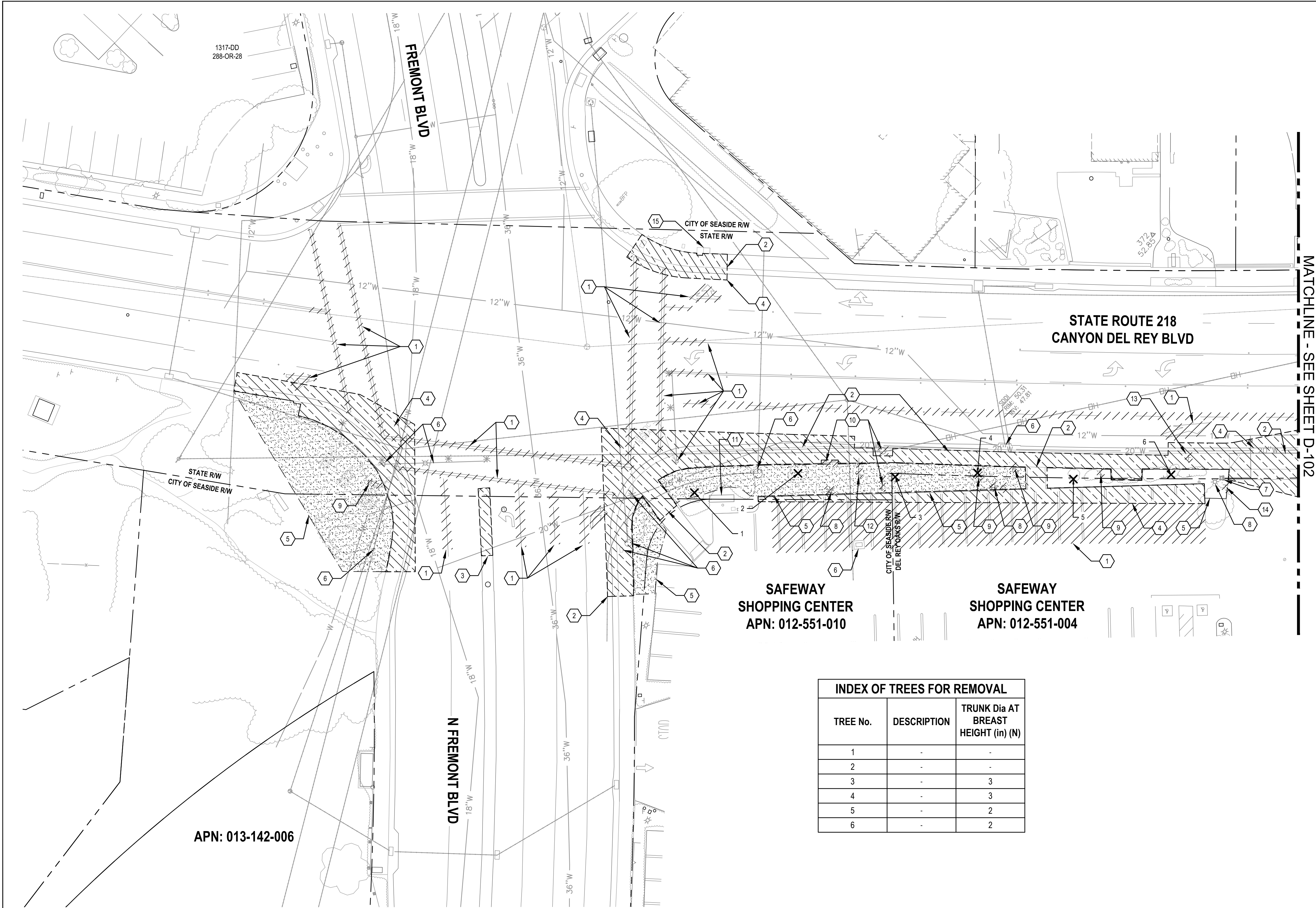


Client TRANSPORTATION AGENCY FOR MONTEREY COUNTY		Title PROJECT KEY MAP	
Project FORTAG TRAIL PROJECT		Status Code	
Project No. 11220281	Date APRIL 2023	Scale AS SHOWN	Sheet No. G-019

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Status Code

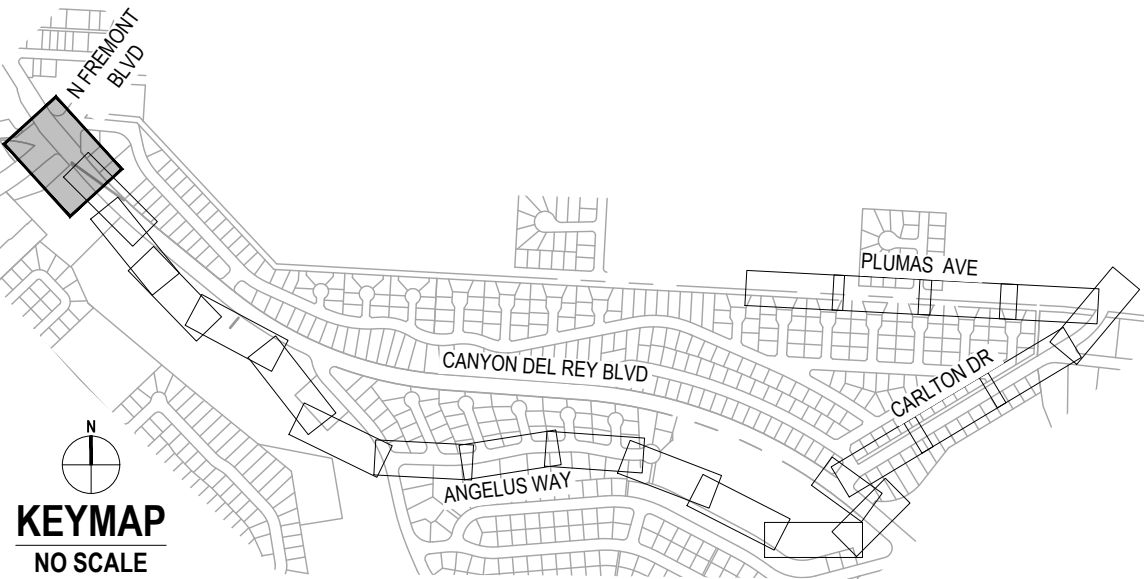
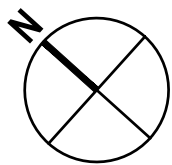
Sheet
19 of 194



MATCHLINE - SEE SHEET D-102

1 DEMOLITION PLAN

INDEX OF TREES FOR REMOVAL		
TREE No.	DESCRIPTION	TRUNK Dia AT BREAST HEIGHT (in) (N)
1	-	-
2	-	-
3	-	3
4	-	3
5	-	2
6	-	2



SHEET GENERAL NOTES

- ALL DEPRESSIONS, HOLES, AND EXCAVATIONS CAUSED BY DEMOLITION WORK SHALL BE BACKFILLED AND COMPACTED TO THE LEVEL OF ADJACENT EXISTING GRADE USING MATERIAL SIMILAR TO THE ADJACENT EXISTING MATERIAL.
- UNLESS OTHERWISE NOTED, ALL EXISTING UTILITIES (INCLUDING BUT NOT LIMITED TO TRANSFORMERS, VAULTS, BOXES, RISERS, HYDRANTS, AND VALVES) SHALL BE PROTECTED TO REMAIN IN PLACE.
- CONTRACTOR SHALL TO CLEARLY IDENTIFY THE WETLANDS AND BUFFER PRIOR TO START OF CONSTRUCTION.
- DEMOLITION OF EXISTING UTILITIES SHALL BE PHASED SUCH THAT UTILITY SHUT DOWN TIME TO EXISTING FACILITIES ARE MINIMIZED AND IN NO CASE LONGER THAN 8 HOURS.
- VEHICLE, BICYCLE, AND PEDESTRIAN ACCESS TO EXISTING BUSINESSES AND RESIDENTS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT DETOUR AND TRAFFIC CONTROL PLANS AND RECEIVE APPROVAL FROM THE PROJECT ENGINEER.
- ADJUST ALL EXISTING LIDS, FRAMES, AND COVERS WITHIN PROJECT AREA TO NEW FINISH GRADE.
- HYDRANT DEMOLITION OR RELOCATION SHALL INCLUDE REMOVAL OF HYDRANT LATERAL, HYDRANT BURY, AND THRUST BLOCK.
- CONTRACTOR SHALL REPAIR OR REPLACE ALL UTILITIES, SITE FURNISHINGS AND OTHER ITEMS DAMAGED DURING CONSTRUCTION.
- ALL STRIPING REMOVALS NOT COVERED BY PROPOSED SLURRY SEAL SHALL BE GROUND AND FOG SEALED.
- ALL SIGNS REMOVED SHALL BE SALVAGED TO THE AGENCY WHO OWNS THE RIGHT OF WHICH WHERE THE SIGN WAS REMOVED FROM, SUCH AS THE STATE, THE CITY OF DEL REY OAKS, OR THE CITY OF SEASIDE.

SHEET KEYNOTES

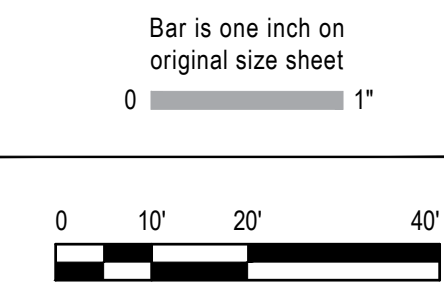
- REMOVE EXISTING STRIPING, CROSS WALK, TURN ARROW, AND ROAD REFLECTOR.
- SAWCUT, REMOVE, AND DISPOSE OF EXISTING CONCRETE CURB, GUTTER, SIDEWALK, AND RAMP.
- SAWCUT, DEMOLISH, REMOVE, AND DISPOSE OF EXISTING CONCRETE MEDIAN AND NO U-TURN SIGN.
- SAWCUT, DEMOLISH, AND REMOVE PORTIONS OF EXISTING ASPHALT CONCRETE AND AGGREGATE BASE TO THE EXTENT SHOWN FOR NEW IMPROVEMENTS.
- CLEAR AND GRUB TO LIMITS OF GRADING OR EDGE OF IMPROVEMENTS AS SHOWN.
- EXISTING TO REMAIN, PROTECT-IN-PLACE.
- FIRE HYDRANT TO BE REMOVED BY OTHERS (CAL-AM).
- REMOVE EXISTING LIGHT. DISPOSE OF EXISTING FOUNDATION. PROTECT IN-PLACE CONDUIT AND CIRCUIT. SALVAGE EXISTING POLE AND LUMINARIE FOR RE-USE PER ELECTRICAL PLANS.
- REMOVE EXISTING "BUCKLE UP" SIGN AND FOUNDATION.
- EXISTING OVERHEAD UTILITY POLE AND ELECTRICAL SERVICE DROP TO REMAIN, PROTECT-IN-PLACE. RELOCATE EXISTING DOWN GUYS. COORDINATE WITH UTILITY OWNER.
- EXISTING BUSINESS SIGN TO REMAIN, PROTECT-IN-PLACE.
- EXISTING DEL REY OAKS CITY LIMITS SIGN AND STATE ROUTE 218 SIGN TO BE REMOVED, SALVAGED, AND RELOCATED. SEE SIGNING AND STRIPING PLANS FOR RELOCATION.
- REMOVE AND SALVAGE EXISTING BUS TRANSIT SIGN AND FOUNDATION. SEE SIGNING AND STRIPING PLANS FOR RELOCATION.
- REMOVE AND SALVAGE EXISTING COMMERCIAL PROPERTY PARKING SIGN AND FOUNDATION. SEE SIGNING AND STRIPING PLANS FOR RELOCATION.
- PROTECT IN PLACE EXISTING SIGNAL CABINET

SHEET LEGEND

- EXTENT OF CLEAR AND GRUB
- EXTENT OF SAWCUT, DEMOLISH AND REMOVE
- REMOVE EXISTING OR ABANDON-IN-PLACE EXISTING AS NOTED
- SCARIFY AND RECOMPACT EXISTING BASE ROAD FOR TRAIL
- REMOVE TREE

100% SUBMITTAL

No.	Issue	Checked	Approved	Date
Author	EM	Drafting Check	SG	Project Manager
Designer	CO	Design Check	SG	Project Director
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		K. VEDULA		



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Project
FORTAG TRAIL PROJECT

Project No.
11220281

Date
APRIL 2023

Scale
AS SHOWN

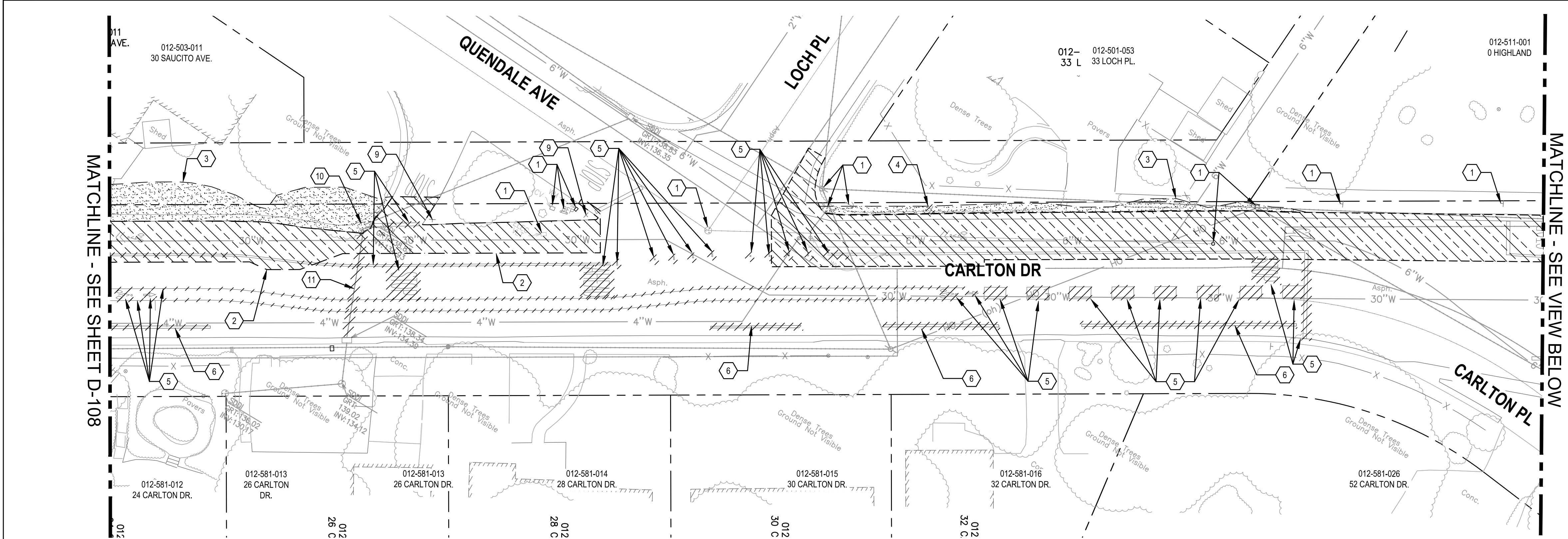
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EXISTING CONDITIONS AND
DEMOLITION PLAN - 1

Size
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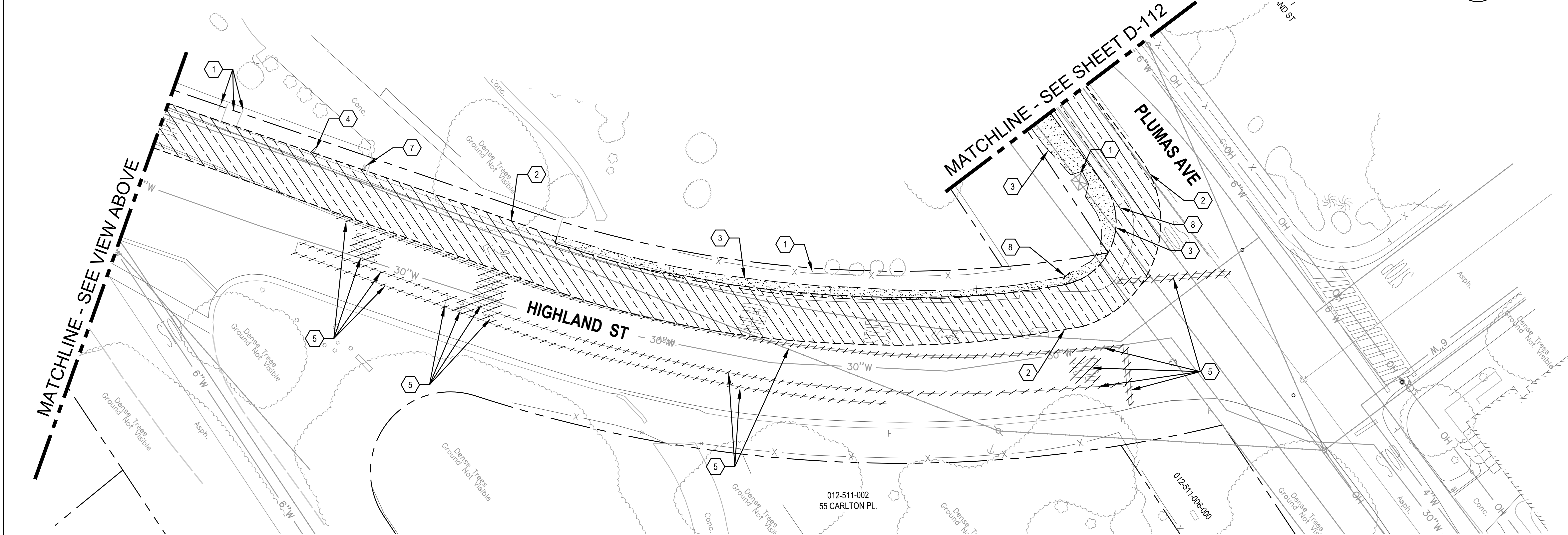
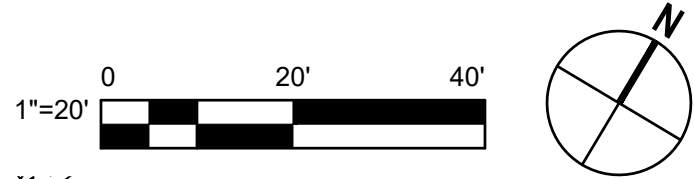
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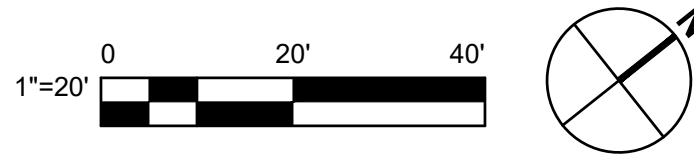
Sheet
20 of 194



1 DEMOLITION PLAN



2 DEMOLITION PLAN



SHEET GENERAL NOTES

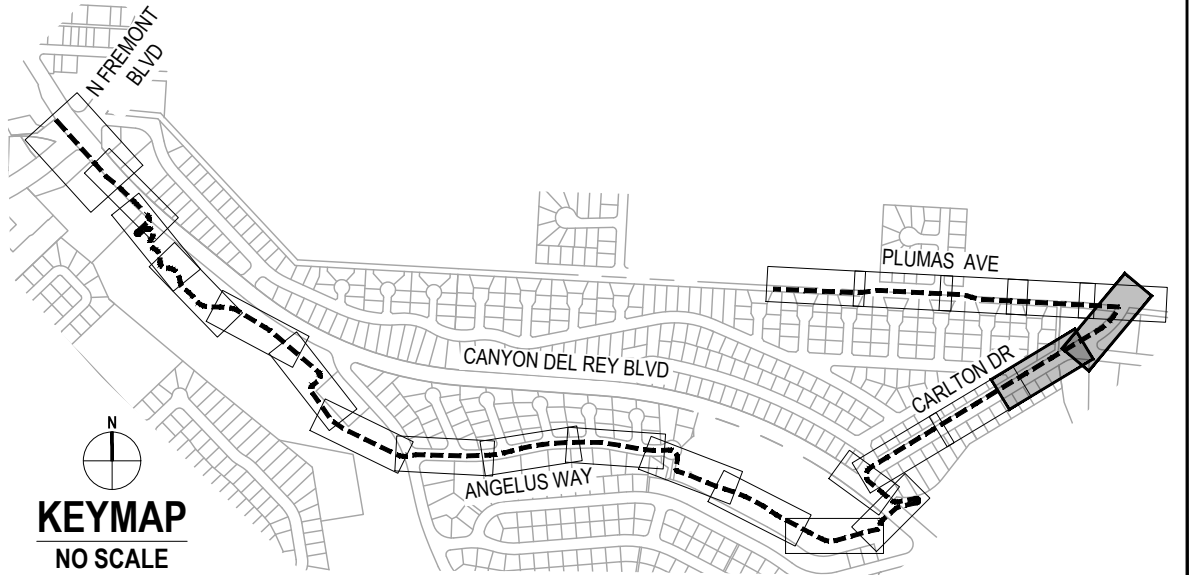
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- CONTRACTOR SHALL REPAIR OR REPLACE ALL UTILITIES, SITE FURNISHINGS AND OTHER ITEMS DAMAGED DURING CONSTRUCTION.

SHEET KEYNOTES

- EXISTING TO REMAIN, PROTECT-IN-PLACE.
- SAWCUT, DEMOLISH, AND REMOVE AND DISPOSE OF EXISTING CONCRETE GUTTER, ASPHALT CONCRETE, AND AGGREGATE BASE TO THE EXTENT SHOWN FOR NEW IMPROVEMENTS.
- CLEAR AND GRUB TO LIMITS OF GRADING OR EDGE OF IMPROVEMENTS AS SHOWN.
- REMOVE AND DISPOSE OF EXISTING SIGN AND FOUNDATION.
- REMOVE EXISTING TRAFFIC STRIPING AND REFLECTORS.
- SALVAGE AND RELOCATE EXISTING LANDSCAPE BACKFLOW, METER, AND BOXES, PER PLAN.
- SALVAGE AND RELOCATE EXISTING MAILBOX, PER PLAN.
- SALVAGE AND RELOCATE DEL REY OAKS CITY LIMIT SIGN, PER PLAN.
- RELOCATE EXISTING SIGN. SEE SIGNAGE AND STRIPING PLAN.
- REMOVE AND DISPOSE OF EXISTING CATCH BASIN.
- ABANDON EXISTING STORM DRAIN PIPE.

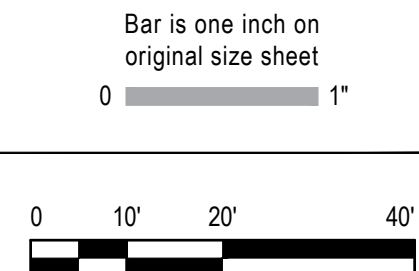
SHEET LEGEND

- EXTENT OF CLEAR AND GRUB
- EXTENT OF SAWCUT, DEMOLISH AND REMOVE
- REMOVE EXISTING OR ABANDON-IN-PLACE EXISTING AS NOTED
- 2" GRIND AND PREPARE FOR OVERLAY
- SCARIFY AND RECOMPACT EXISTING BASE ROAD FOR TRAIL
- REMOVE TREE



100% SUBMITTAL

No.	Issue	Checked	Approved	Date
Author	EM	Drafting Check	SG	Project Manager L. VAN PARYS
Designer	CO	Design Check	SG	Project Director K. VEDULA



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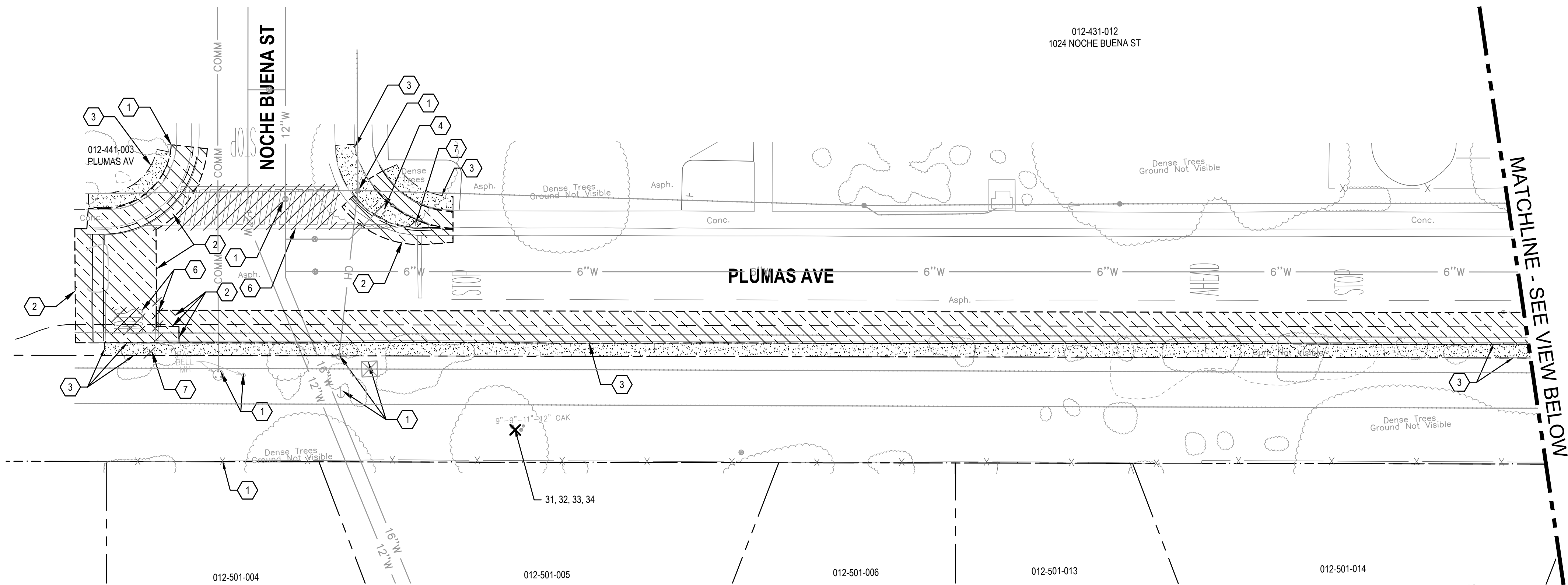
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Title
EXISTING CONDITIONS AND
DEMOLITION PLAN - 9

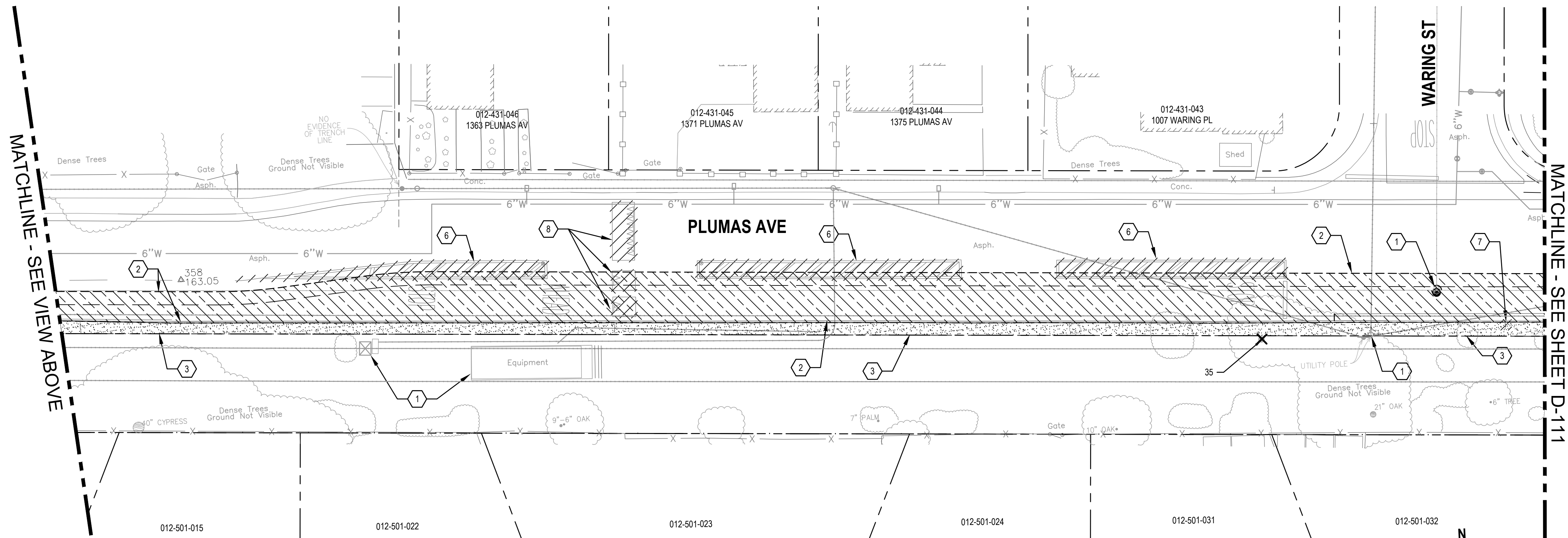
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Sheet No.
D-109
Sheet
28 of 194



1 DEMOLITION PLAN



2 DEMOLITION PLAN

SHEET GENERAL NOTES

- ALL DEPRESSIONS, HOLES, AND EXCAVATIONS CAUSED BY DEMOLITION WORK SHALL BE BACKFILLED AND COMPACTED TO THE LEVEL OF ADJACENT EXISTING GRADE USING MATERIAL SIMILAR TO THE ADJACENT EXISTING MATERIAL.
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SHEET KEYNOTES

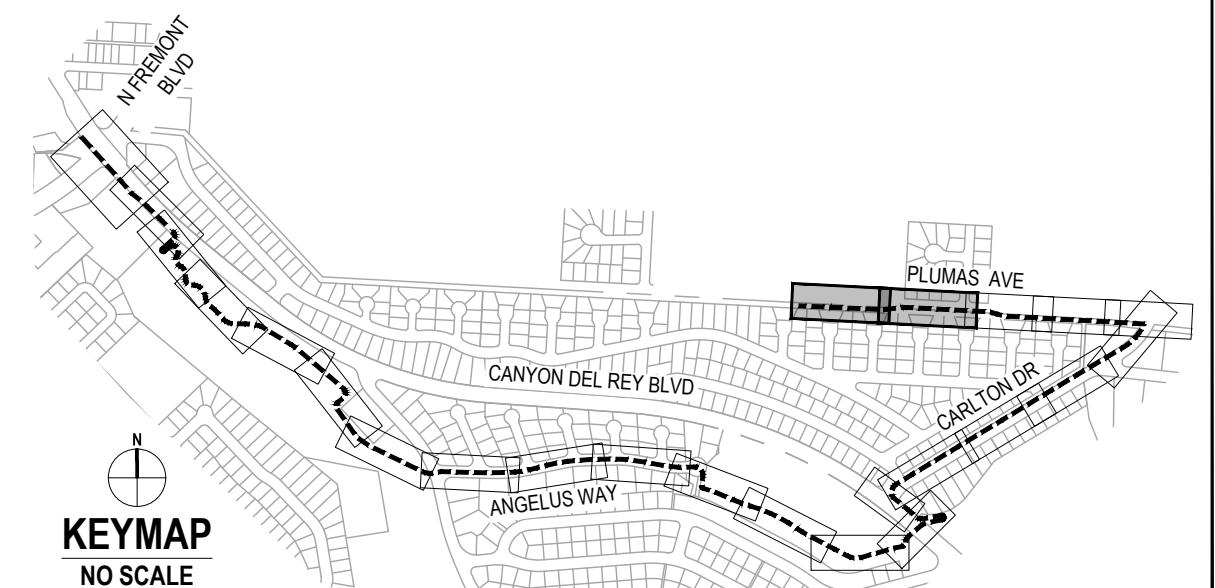
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- SAWCUT, DEMOLISH, AND REMOVE AND DISPOSE OF EXISTING CONCRETE GUTTER, ASPHALT CONCRETE, AND AGGREGATE BASE TO THE EXTENT SHOWN FOR NEW IMPROVEMENTS.
- CLEAR AND GRUB TO LIMITS OF GRADING OR EDGE OF IMPROVEMENTS AS SHOWN.
- REMOVE AND SALVAGE AND RELOCATE EXISTING FIRE HYDRANT.
- SAWCUT, DEMOLISH, AND REMOVE AND DISPOSE OF EXISTING ASPHALT CONCRETE, AND AGGREGATE BASE TO THE EXTENT SHOWN FOR NEW FIRE HYDRANT SERVICE LATERAL.
- REMOVE EXISTING TRAFFIC STRIPING AND REFLECTORS.
- REMOVE EXISTING SIGN AND FOUNDATION.
- REMOVE AND DISPOSE OF EXISTING SPEED BUMPS.

INDEX OF TREES FOR REMOVAL

TREE No.	DESCRIPTION	TRUNK Dia AT BREAST HEIGHT (in) (N)
31	OAK	12
32	OAK	9
33	OAK	9
34	OAK	11
35	OAK	21

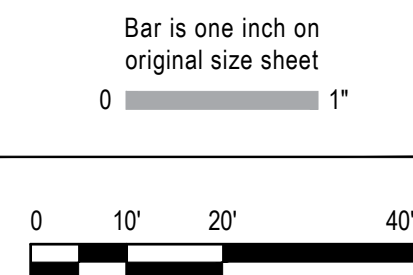
SHEET LEGEND

- EXTENT OF CLEAR AND GRUB
- EXTENT OF SAWCUT, DEMOLISH AND REMOVE
- REMOVE EXISTING OR ABANDON-IN-PLACE EXISTING AS NOTED
- 2" GRIND AND PREPARE FOR OVERLAY
- SCARIFY AND RECOMPACT EXISTING BASE ROAD FOR TRAIL
- REMOVE TREE



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No.	Issue	Checked	Approved	Date
Author	EM	Drafting Check	SG	Project Manager L. VAN PARYS
Designer	CO	Design Check	SG	Project Director K. VEDULA



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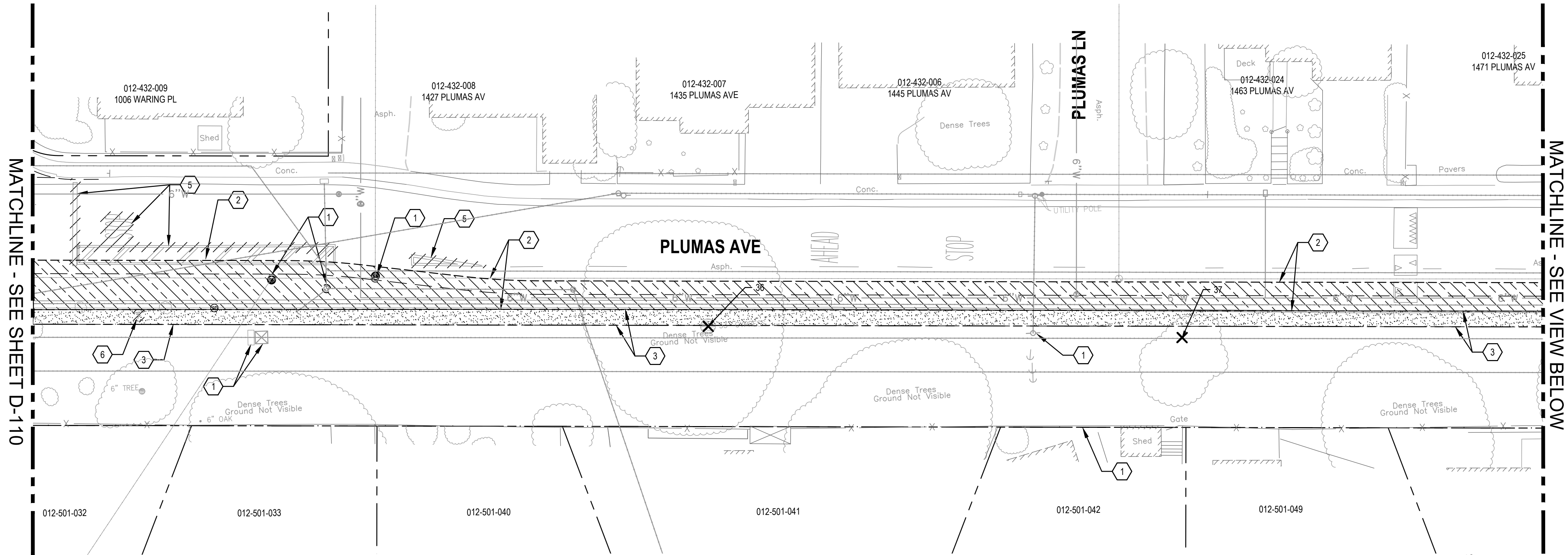
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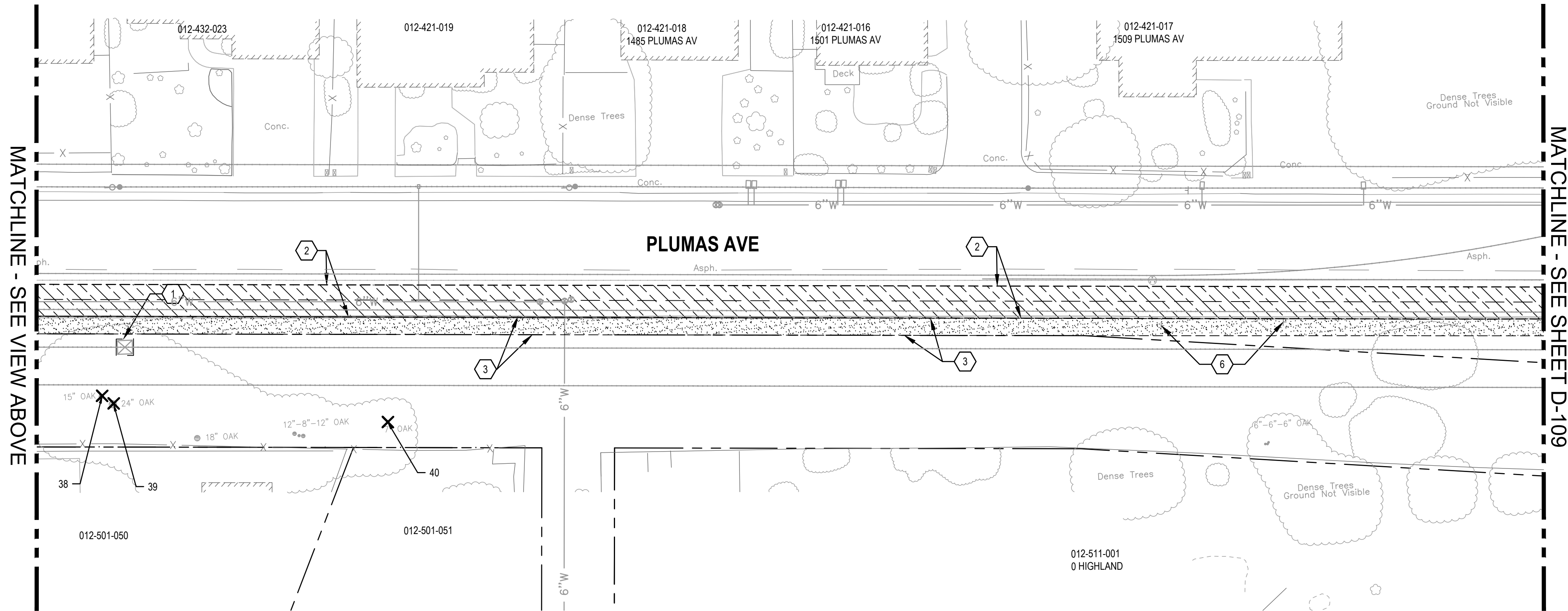
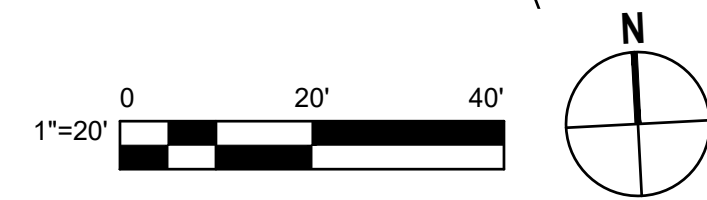
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Project No. 11220281	Date APRIL 2023
Scale AS SHOWN	

Title
EXISTING CONDITIONS AND
DEMOLITION PLAN - 10

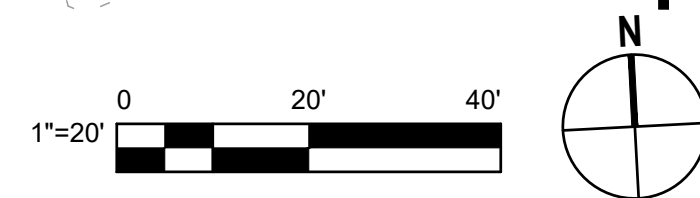
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Sheet No. D-110	Sheet 29 of 194



1 DEMOLITION PLAN



2 DEMOLITION PLAN



SHEET GENERAL NOTES

- ALL DEPRESSIONS, HOLES, AND EXCAVATIONS CAUSED BY DEMOLITION WORK SHALL BE BACKFILLED AND COMPACTED TO THE LEVEL OF ADJACENT EXISTING GRADE USING MATERIAL SIMILAR TO THE ADJACENT EXISTING MATERIAL.
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SHEET KEYNOTES

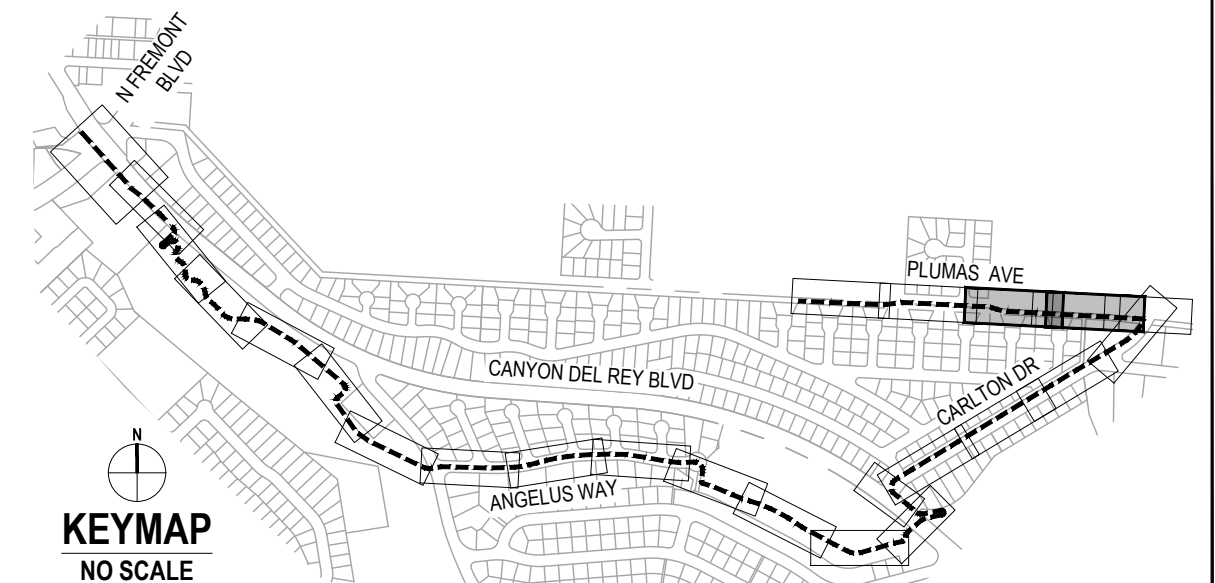
- EXISTING TO REMAIN, PROTECT-IN-PLACE.
- SAWCUT, DEMOLISH, AND REMOVE AND DISPOSE OF EXISTING CONCRETE GUTTER, ASPHALT CONCRETE, AND AGGREGATE BASE TO THE EXTENT SHOWN FOR NEW IMPROVEMENTS.
- CLEAR AND GRUB TO LIMITS OF GRADING OR EDGE OF IMPROVEMENTS AS SHOWN.
- RELOCATE EXISTING OVERHEAD UTILITY POLE DOWN GUYS. COORDINATE WITH UTILITY OWNER.
- REMOVE EXISTING TRAFFIC STRIPING AND REFLECTORS.
- REMOVE EXISTING SIGN AND FOUNDATION.

INDEX OF TREES FOR REMOVAL

TREE No.	DESCRIPTION	TRUNK Dia AT BREAST HEIGHT (in) (N)
36	CYPRESS	53
37	OAK	10
38	OAK	15
39	OAK	24
40	OAK	7

SHEET LEGEND

- EXTENT OF CLEAR AND GRUB
- EXTENT OF SAWCUT, DEMOLISH AND REMOVE
- REMOVE EXISTING OR ABANDON-IN-PLACE EXISTING AS NOTED
- 2" GRIND AND PREPARE FOR OVERLAY
- SCARIFY AND RECOMPACT EXISTING BASE ROAD FOR TRAIL
- REMOVE TREE



100% SUBMITTAL

No.	Issue	Checked	Approved	Date
Author	EM	Drafting Check	SG	Project Manager
Designer	CO	Design Check	SG	Project Director
		L. VAN PARYS		
		K. VEDULA		



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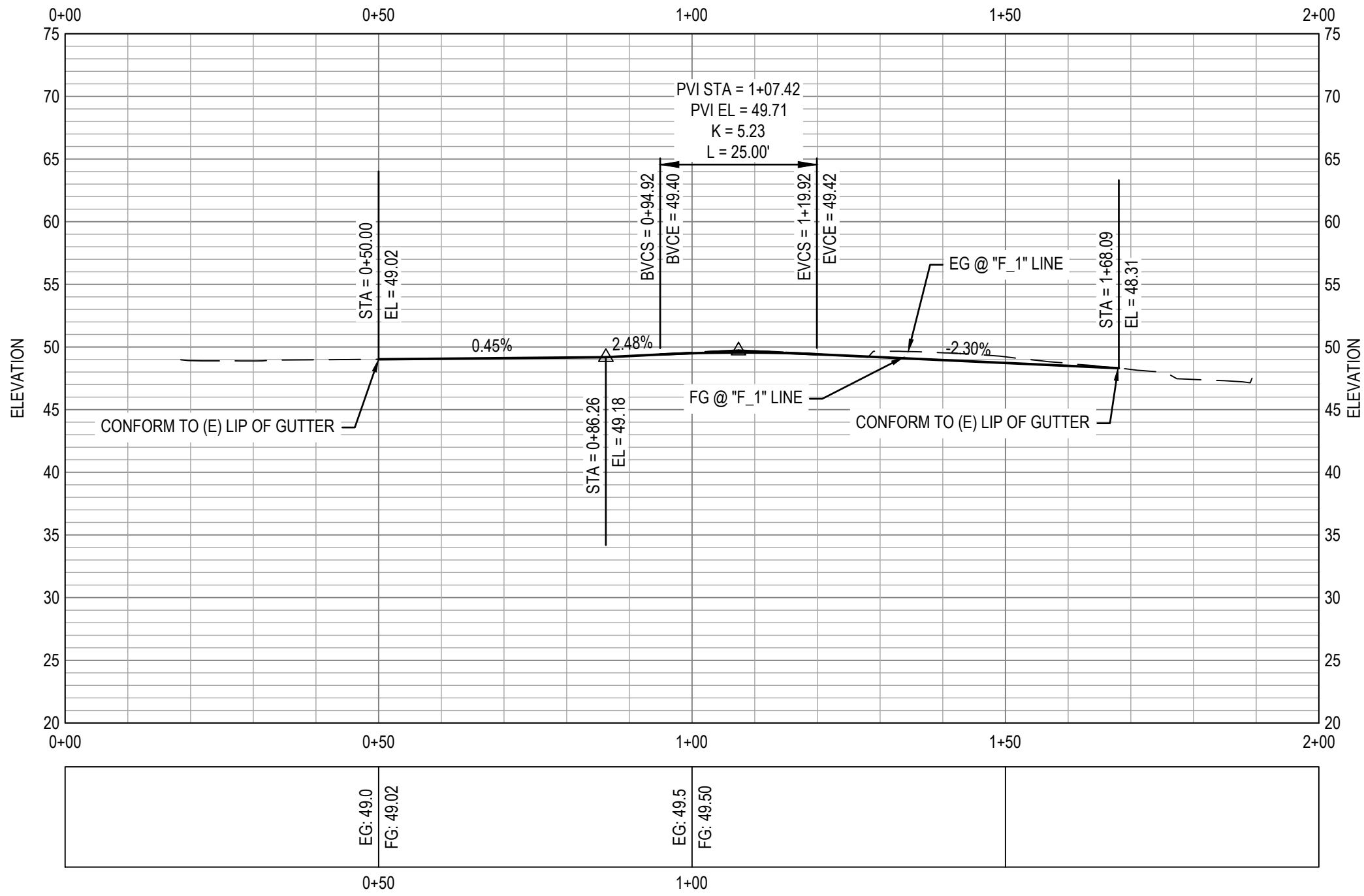
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DEMOLITION PLAN - 11

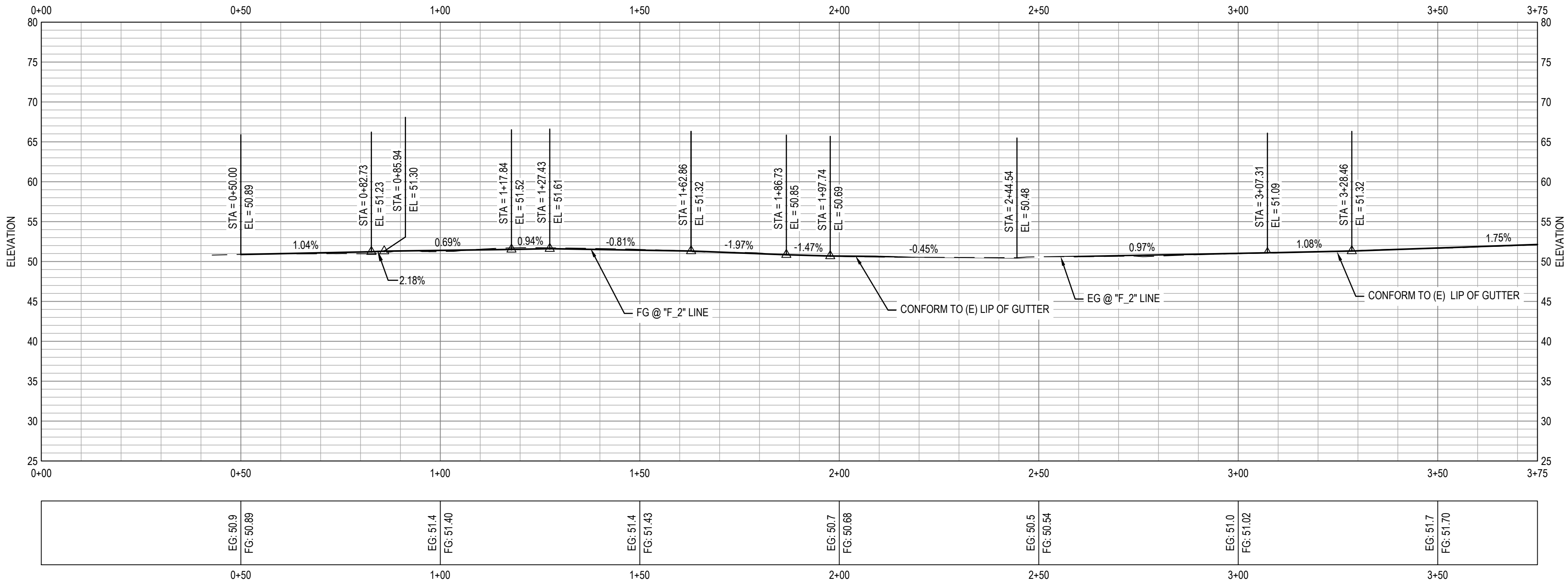
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Sheet No.
D-111
Sheet
30 of 194



1 PROFILE



2 PROFILE



SHEET GENERAL NOTES

- ALL LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE AND DEPICT UTILITY LOCATIONS AT BEGINNING OF CONSTRUCTION. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY EXACT LOCATIONS OF ALL UTILITIES PRIOR TO ANY UNDERGROUND WORK.
- FOR DETAILS ON LOCATIONS OF CURB, ETC. SEE THE CONSTRUCTION DETAILS.
- FOR RETAINING WALL AND UNDER CROSSING DETAILS. SEE STRUCTURAL PLANS.
- FOR DEMOLITION AND TREE REMOVAL. SEE EXISTING CONDITIONS AND DEMOLITION PLANS.
- FOR UNDERGROUND UTILITIES. SEE UTILITY PLANS.
- SEE P-101 TO P-113 FOR SIGNAGE AND STRIPING PLAN.
- CONTRACTOR SHALL REPLACE ALL DISTURBED AREAS IN-KIND.
- CONTRACTOR TO ENSURE POSITIVE DRAINAGE ACROSS THE TRAIL TO AVOID LOCALIZED PONDING ADJACENT TO THE TRAIL.
- FOR PAVEMENT AND TRAIL STRUCTURAL SECTIONS, SEE GENERAL SHEETS CROSS SECTIONS.

SHEET KEYNOTES

- RAISE UTILITY TO FINISH GRADE.
- CURB AND GUTTER, CALTRANS TYPE A2-6.
- MINOR CONCRETE SIDEWALK OR TRAIL. SECTION PER TYPICAL CROSS SECTIONS.
- CURB, CALTRANS TYPE A1-6.
- CURB, CALTRANS TYPE A1-4.
- CURB AND GUTTER, CALTRANS TYPE E.
- CURB, CALTRANS TYPE D.
- NEW TRAIL LIGHT, SEE ELECTRICAL PLANS.
- RELOCATED STREET LIGHT, SEE ELECTRICAL PLANS.
- NEW CAMERA SYSTEM, SEE ELECTRICAL PLANS.
- TRAFFIC SIGNAL POLE. SEE TRAFFIC SIGNAL MODIFICATION PLAN
- INSTALL 6' TALL CHAINLINK FENCE
- INSTALL NEW 12' TALL CHAINLINK TENNIS CT FENCE
- HMA DIKE, CALTRANS TYPE A
- BIORETENTION AREA PER DETAIL ON SW-501.
- RETAINING CURB PER DETAIL ON C-501.
- FOR BOULDERS, BENCHES, BIKE RACKS ETC, SEE LANDSCAPE AMENITIES PLAN.
- MINOR CONCRETE SLOPE PAVING PER DETAIL ON C-501.
- CONCRETE CHECK DAM PER DETAIL ON C-501.
- CURB AND GUTTER, CALTRANS TYPE B2-6 MOD.
- CURB AND GUTTER, CALTRANS TYPE B2-4
- CURB, CALTRANS TYPE B1-6.
- SCI-70 GM TL-2 ON 4" CONCRETE PAD PER MANUFACTURER DETAIL.

LEGEND

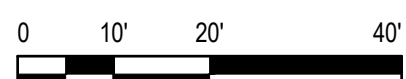
	MINOR CONCRETE		AGGREGATE BASE (CLASS II)
	HOT MIX ASPHALT		DETECTABLE WARNING SURFACE
	STAMPED MINOR CONCRETE PATTERN SEE LANDSCAPE PLANS		ROCK SLOPE PROTECTION SEE DRAINAGE PLANS
	SLURRY SEAL		DECOMPOSED GRANITE
	GUARDRAIL WITH PICKETS PER DETAIL 2, SHEET S-503		RETAINING WALL
	3-RAIL GUARDRAIL PER DETAIL 1, SHEET S-503		CHAIN LINK FENCE
			GRADING LIMITS
			WOOD FENCE

100% SUBMITTAL

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0 1"



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Client
TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Project
FORTAG TRAIL PROJECT

Project No.
11220281

Date
APRIL 2023

Scale
AS SHOWN

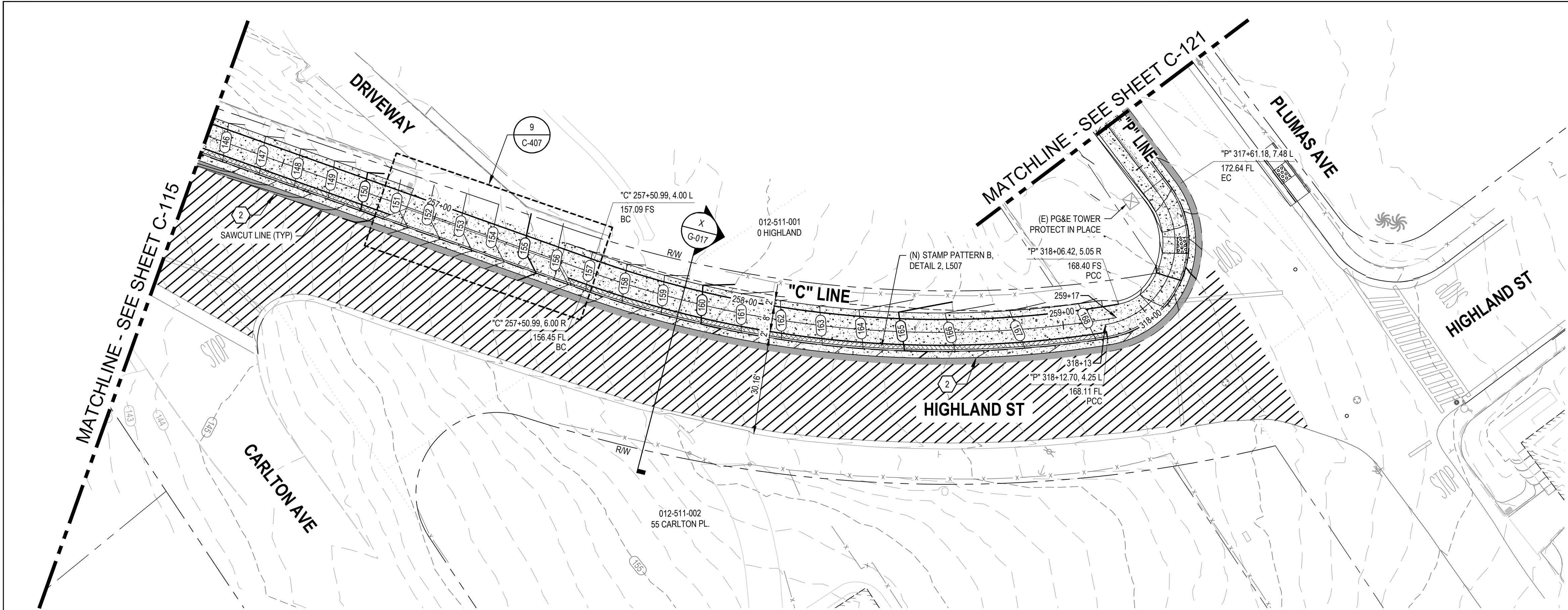
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Size
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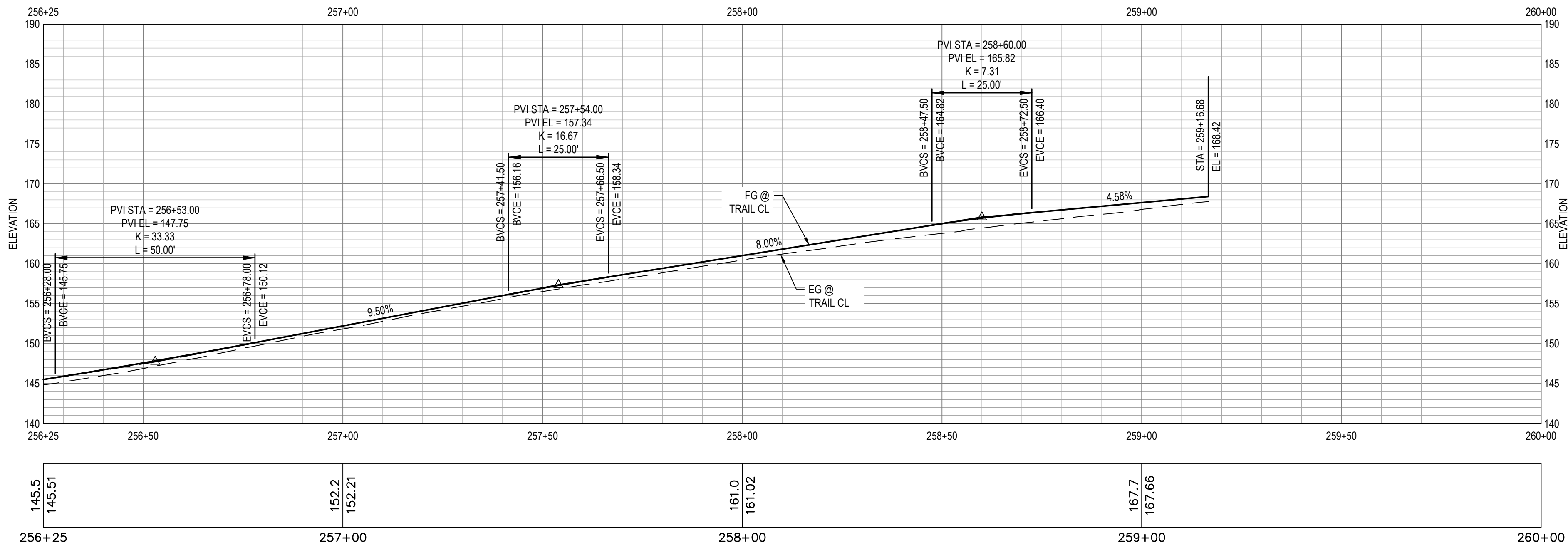
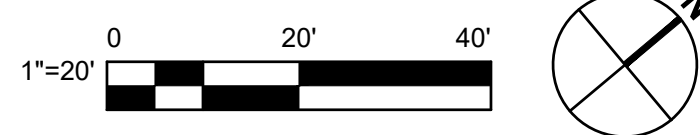
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Sheet No.
C-102

Sheet
32 of 194



1 IMPROVEMENT PLAN



2 PROFILE



SHEET GENERAL NOTES

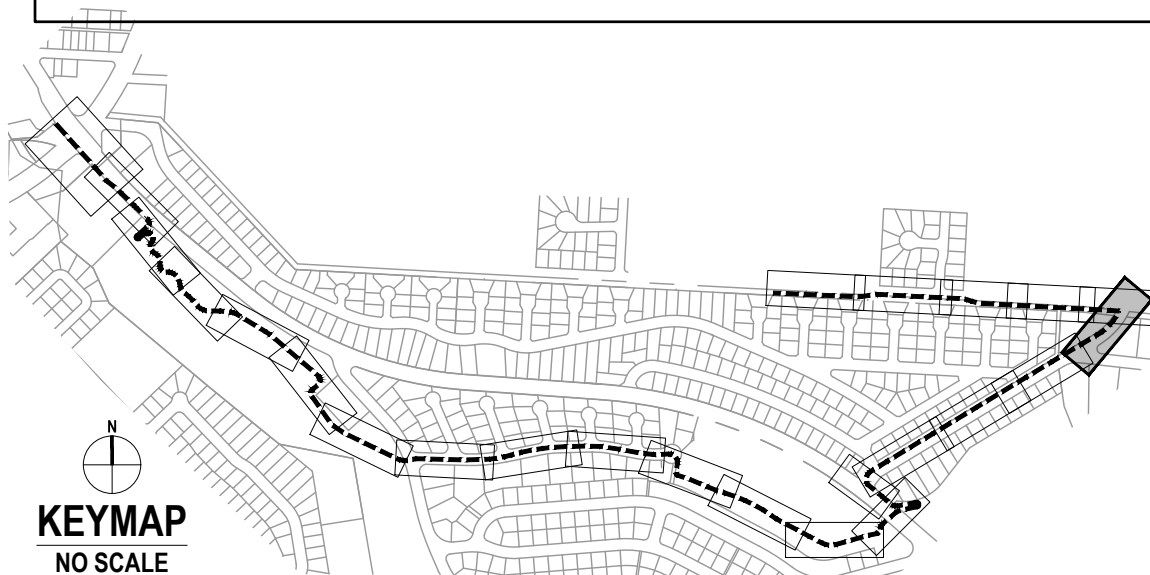
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SHEET KEYNOTES

- RAISE UTILITY TO FINISH GRADE.
- CURB AND GUTTER, CALTRANS TYPE A2-6.
- MINOR CONCRETE SIDEWALK OR TRAIL. SECTION PER TYPICAL CROSS SECTIONS.
- CURB, CALTRANS TYPE A1-6.
- CURB, CALTRANS TYPE A1-4.
- CURB AND GUTTER, CALTRANS TYPE E.
- CURB, CALTRANS TYPE D.
- NEW TRAIL LIGHT, SEE ELECTRICAL PLANS.
- RELOCATED STREET LIGHT, SEE ELECTRICAL PLANS.
- NEW CAMERA SYSTEM, SEE ELECTRICAL PLANS.
- TRAFFIC SIGNAL POLE. SEE TRAFFIC SIGNAL MODIFICATION PLAN
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- CURB AND GUTTER, CALTRANS TYPE B2-6 MOD.
- CURB AND GUTTER, CALTRANS TYPE B2-4
- CURB, CALTRANS TYPE B1-6.
- SCI-70 GM TL-2 ON 4" CONCRETE PAD PER MANUFACTURER DETAIL.

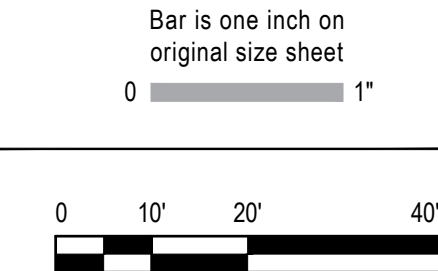
LEGEND

	MINOR CONCRETE		AGGREGATE BASE (CLASS II)
	HOT MIX ASPHALT		DETECTABLE WARNING SURFACE
	STAMPED MINOR CONCRETE PATTERN SEE LANDSCAPE PLANS		ROCK SLOPE PROTECTION SEE DRAINAGE PLANS
	SLURRY SEAL		DECOMPOSED GRANITE
	GUARDRAIL WITH PICKETS PER DETAIL 2, SHEET S-503		RETAINING WALL
	3-RAIL GUARDRAIL PER DETAIL 1, SHEET S-503		CHAIN LINK FENCE
			GRADING LIMITS
			WOOD FENCE



100% SUBMITTAL

No.	Issue	Checked	Approved	Date
Author	EM	Drafting Check	SG	Project Manager
Designer	CO	Design Check	SG	Project Director
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				K. VEDULA



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TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Project
FORTAG TRAIL PROJECT

Project No.
11220281

Date
APRIL 2023

Scale
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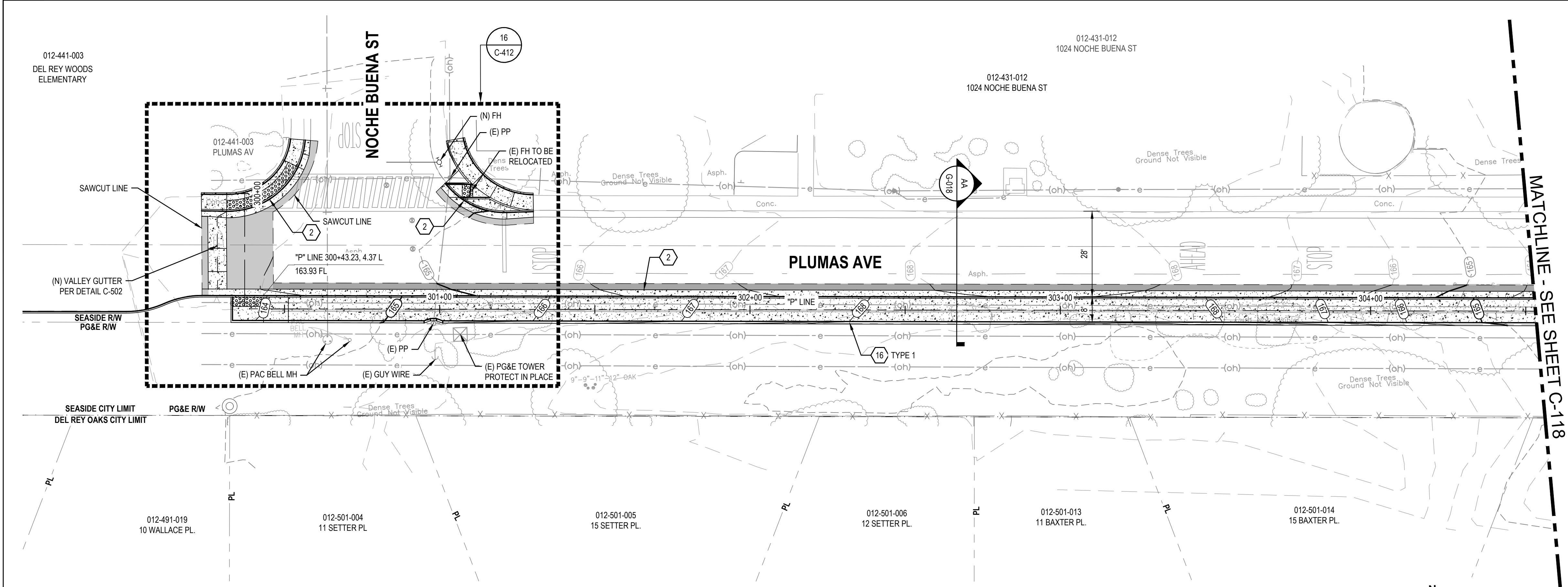
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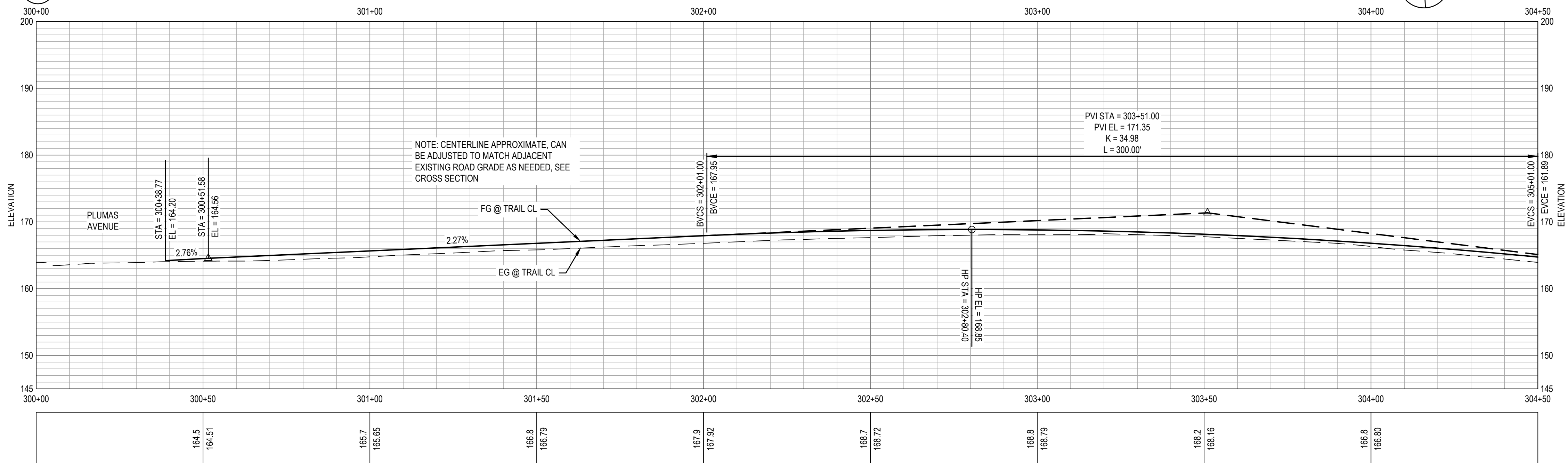
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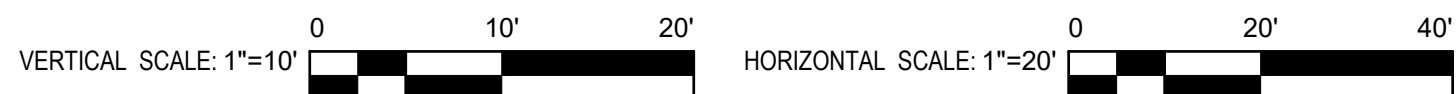
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46 of 195



1 IMPROVEMENT PLAN



2 PROFILE



SHEET GENERAL NOTES

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- CURB AND GUTTER, CALTRANS TYPE E.
- CURB, CALTRANS TYPE D.
- NEW TRAIL LIGHT, SEE ELECTRICAL PLANS.
- RELOCATED STREET LIGHT, SEE ELECTRICAL PLANS.
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- SCI-70 GM TL-2 ON 4" CONCRETE PAD PER MANUFACTURER DETAIL.

LEGEND

	MINOR CONCRETE		AGGREGATE BASE (CLASS II)
	HOT MIX ASPHALT		DETECTABLE WARNING SURFACE
	STAMPED MINOR CONCRETE PATTERN SEE LANDSCAPE PLANS		ROCK SLOPE PROTECTION SEE DRAINAGE PLANS
	SLURRY SEAL		DECOMPOSED GRANITE
	GUARDRAIL WITH PICKETS PER DETAIL 2, SHEET S-503		RETAINING WALL
	3-RAIL GUARDRAIL PER DETAIL 1, SHEET S-503		CHAIN LINK FENCE
			GRADING LIMITS
			WOOD FENCE



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Author	EM	Drafting Check	SG	Project Manager
Designer	CO	Design Check	SG	Project Director
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				K. VEDULA



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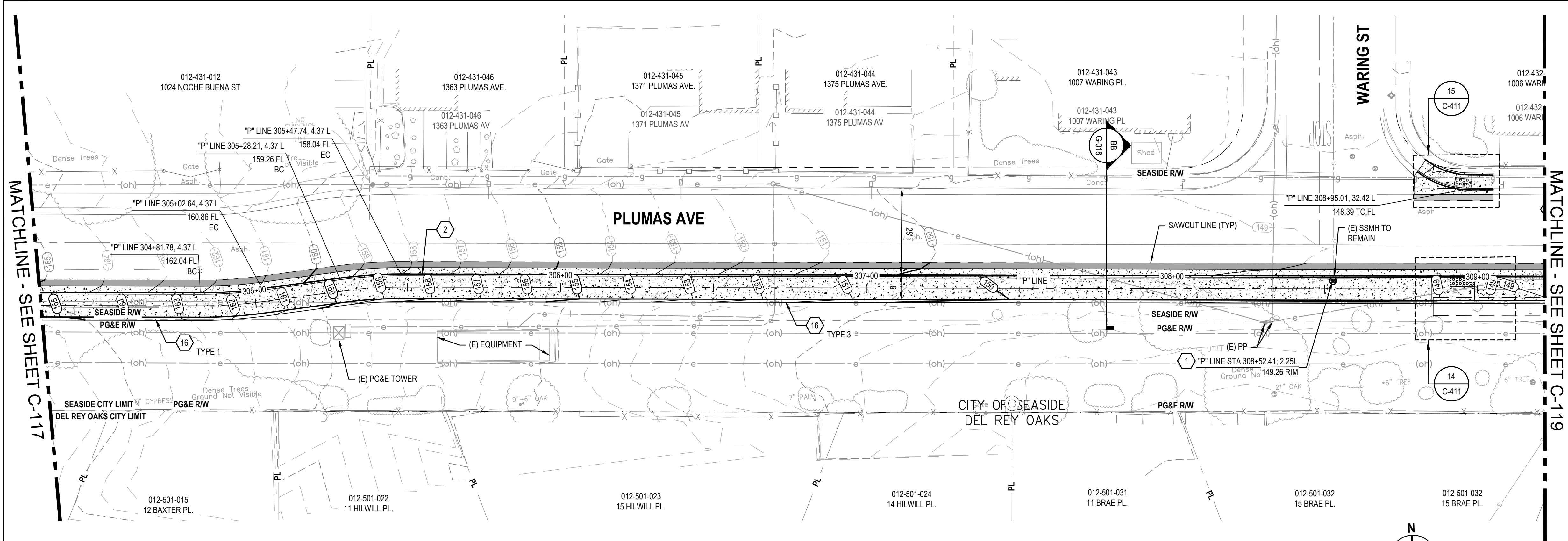
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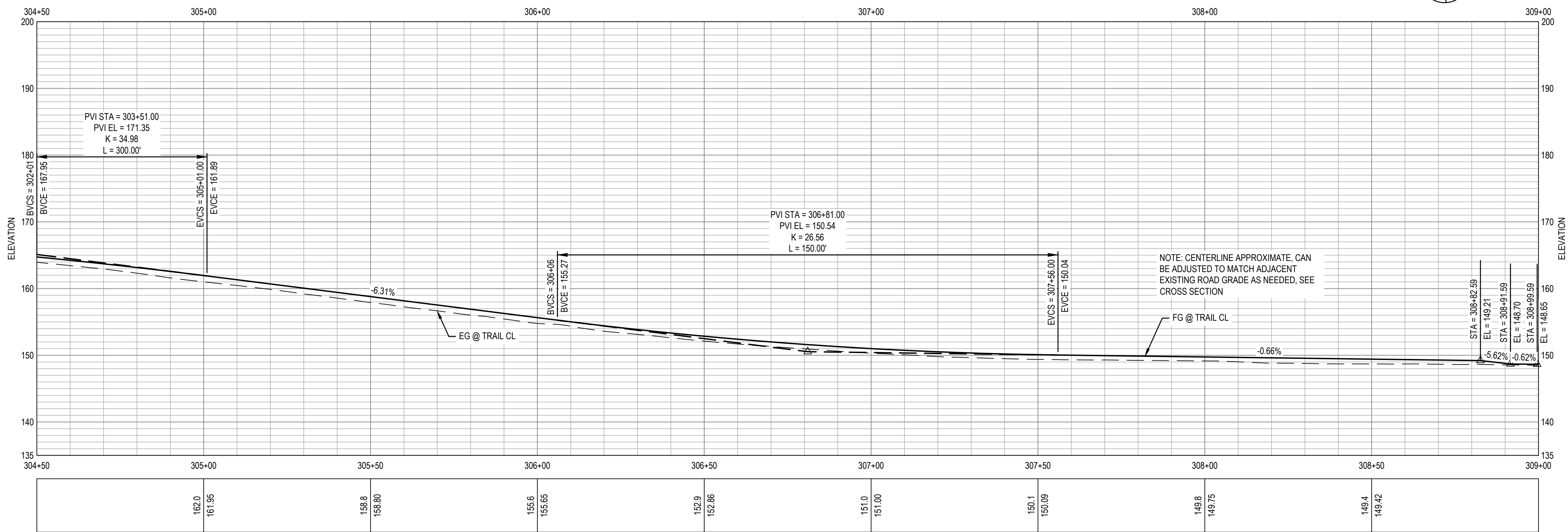
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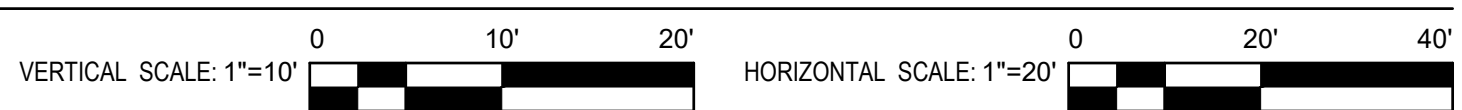
Sheet
47 of 194



1 IMPROVEMENT PLAN



2 PROFILE



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LEGEND

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	SLURRY SEAL		DECOMPOSED GRANITE
	GUARDRAIL WITH PICKETS PER DETAIL 2, SHEET S-503		RETAINING WALL
	3-RAIL GUARDRAIL PER DETAIL 1, SHEET S-503		CHAIN LINK FENCE
			GRADING LIMITS
			WOOD FENCE

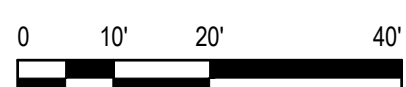


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Designer	CO	Design Check	SG	Project Director



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FORTAG TRAIL PROJECT

Project No.
11220281

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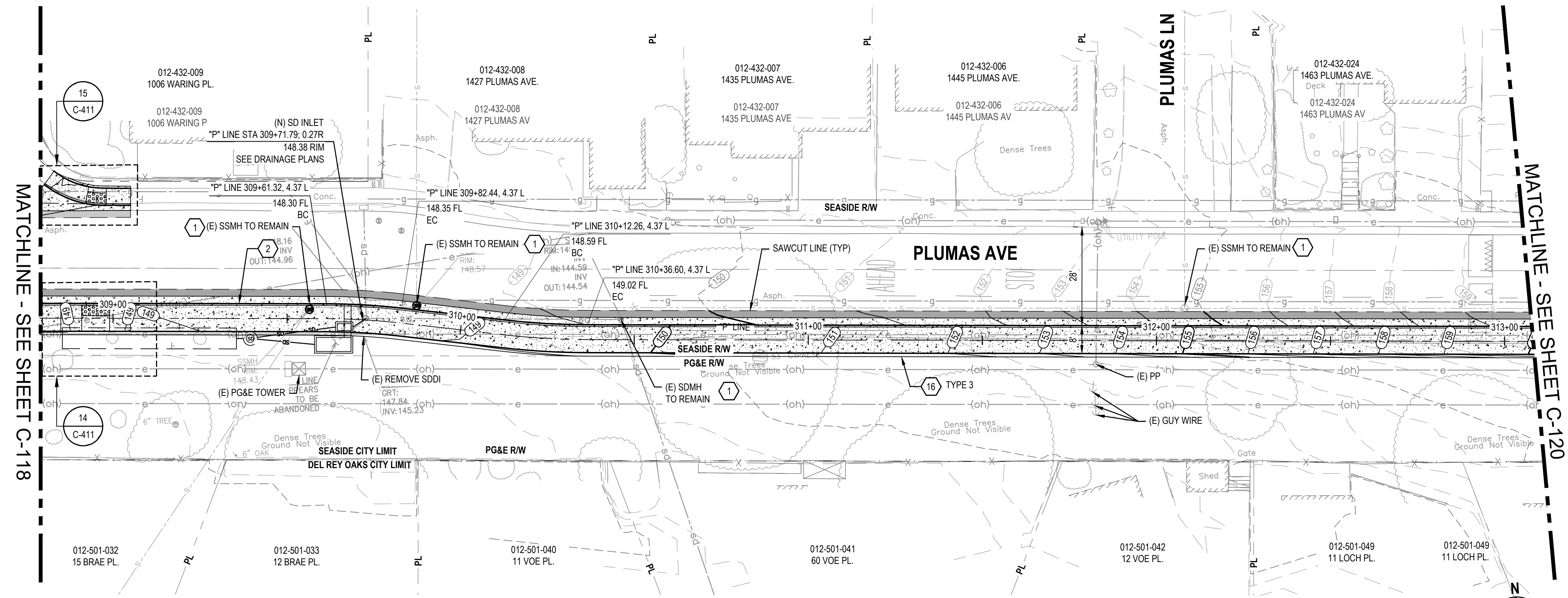
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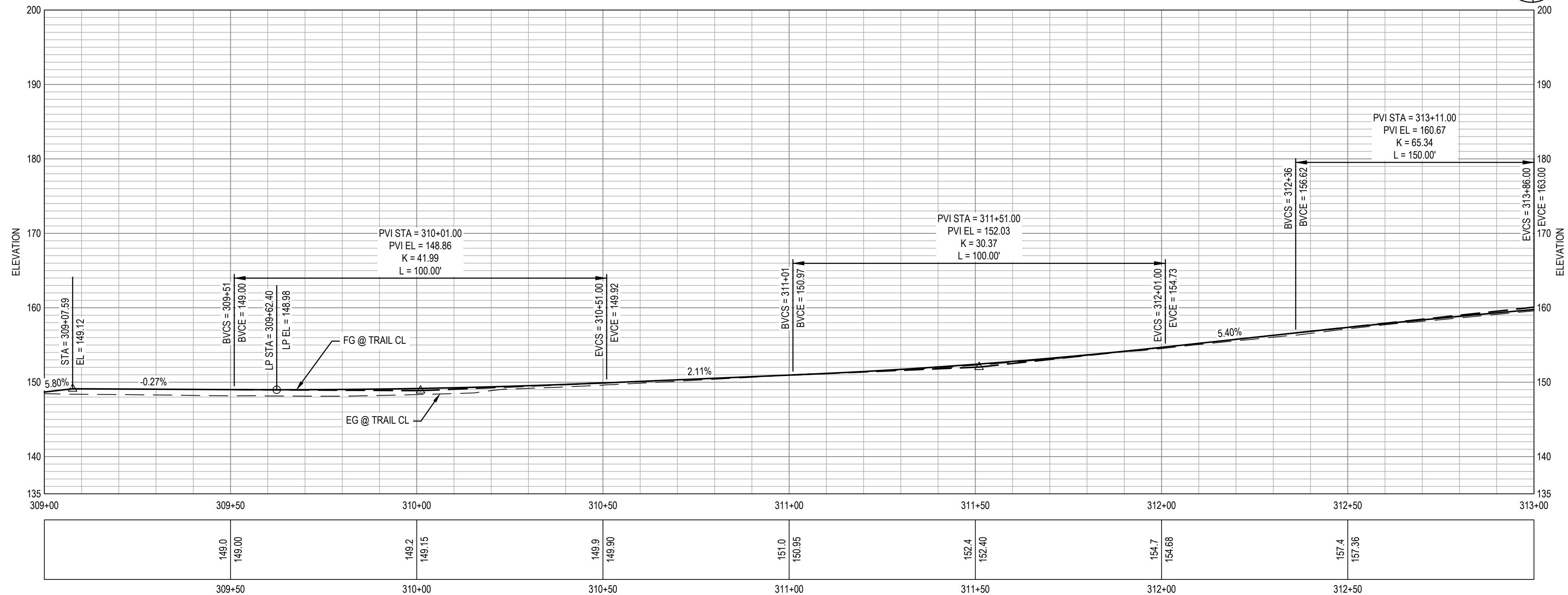
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Sheet No.
C-118

Sheet
48 of 194



1 IMPROVEMENT PLAN



2 PROFILE

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- CURB AND GUTTER, CALTRANS TYPE E.
- CURB, CALTRANS TYPE D.
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- RELOCATED STREET LIGHT, SEE ELECTRICAL PLANS.
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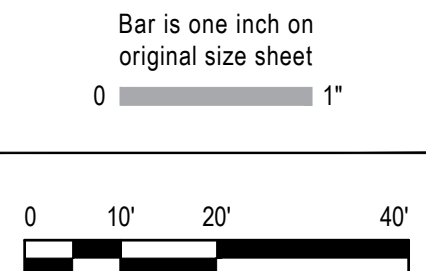
LEGEND

	MINOR CONCRETE		AGGREGATE BASE (CLASS II)
	HOT MIX ASPHALT		DETECTABLE WARNING SURFACE
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	SLURRY SEAL		DECOMPOSED GRANITE
	GUARDRAIL WITH PICKETS PER DETAIL 2, SHEET S-503		RETAINING WALL
	3-RAIL GUARDRAIL PER DETAIL 1, SHEET S-503		CHAIN LINK FENCE
			GRADING LIMITS
			WOOD FENCE



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Author	EM	Drafting Check	SG	Project Manager
Designer	CO	Design Check	SG	Project Director
		L. VAN PARYS		
		K. VEDULA		



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TRANSPORTATION AGENCY FOR MONTEREY COUNTY
Project
FORTAG TRAIL PROJECT

Project No.
11220281
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APRIL 2023
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Title
IMPROVEMENT PLAN AND PROFILE-18

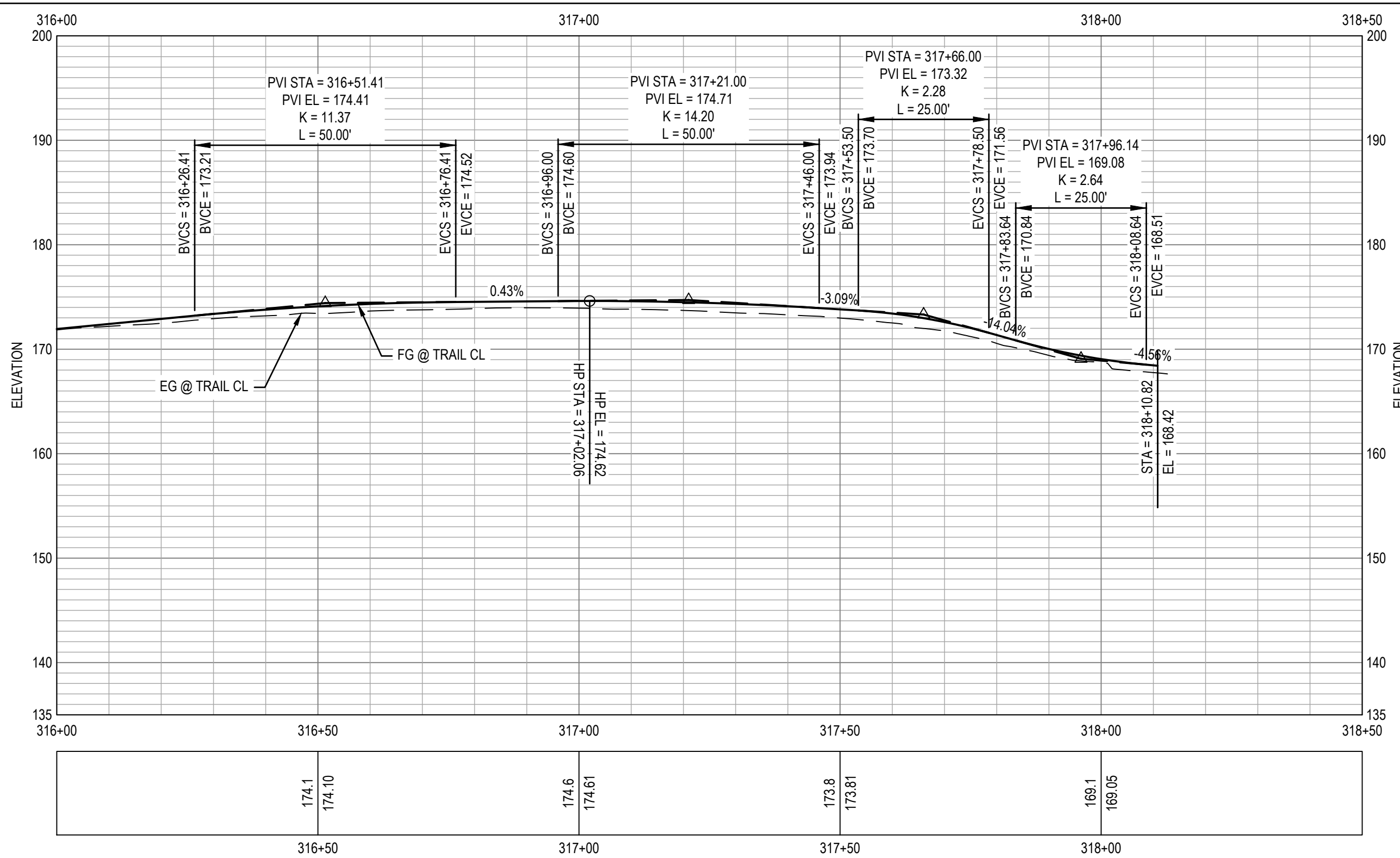
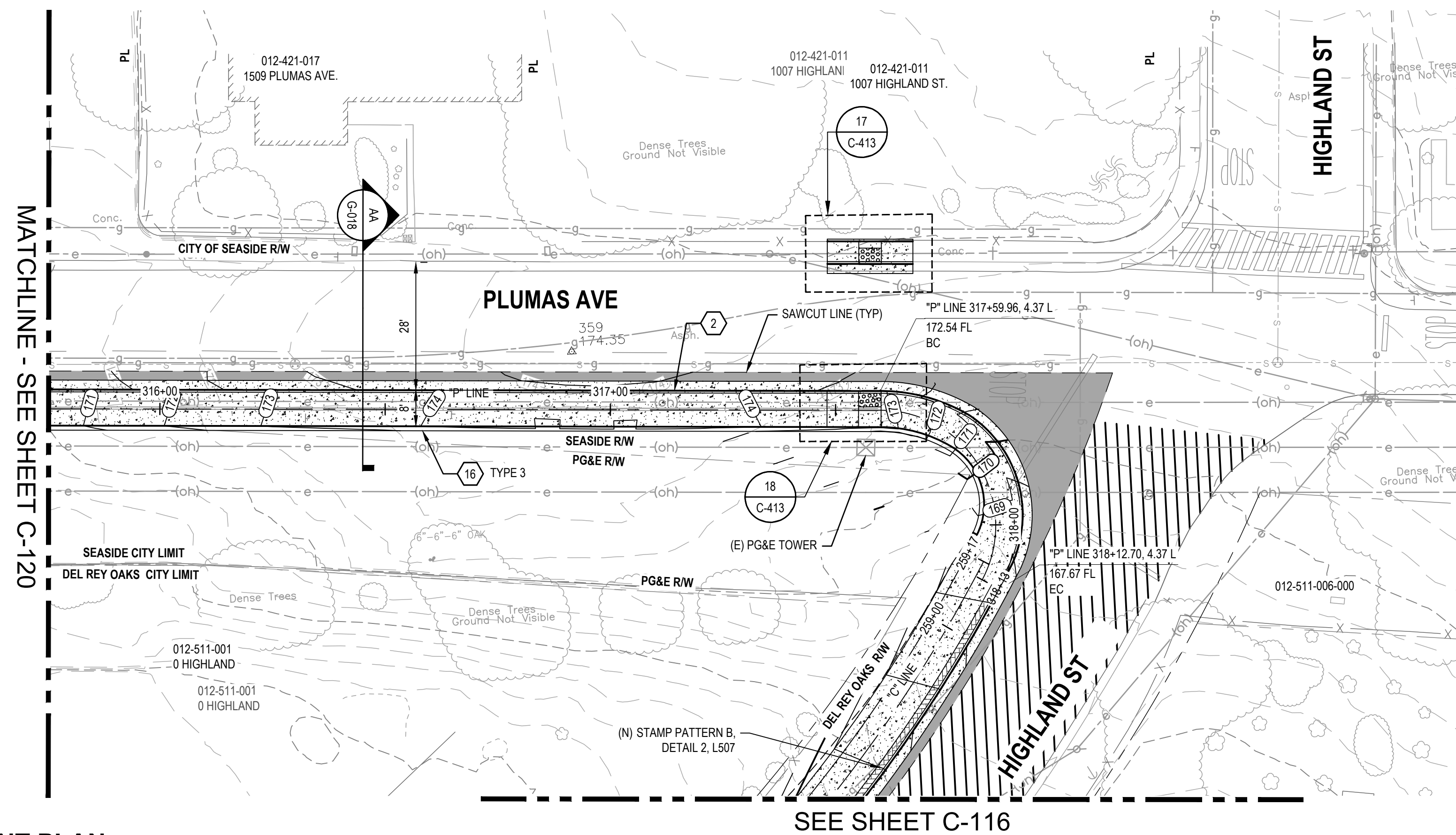
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Sheet No.
C-119
Sheet
49 of 194



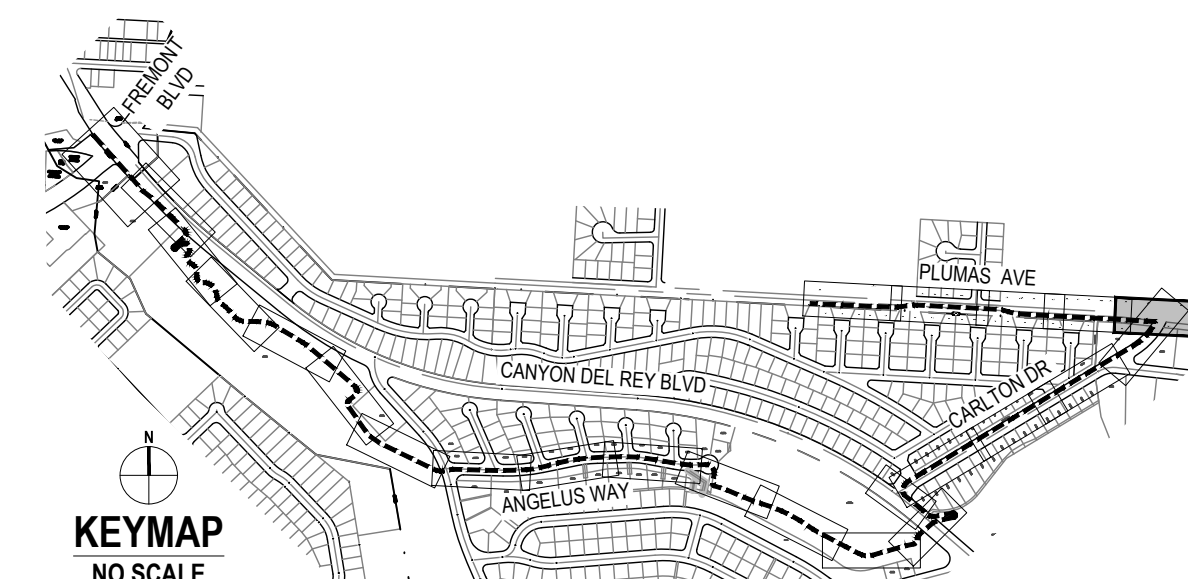
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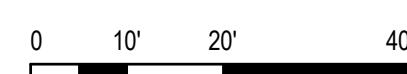
- ### SHEET GENERAL NOTES

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6. CURB AND GUTTER, CALTRANS TYPE E.
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22. CURB, CALTRANS TYPE B1-6.
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No.	Issue		Checked	Approved Date
Author	EM	Drafting Check	SG	Project Manager L. VAN PARYS
Designer	CO	Design Check	SG	Project Director K. VEDULA



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Project	FORTAG TRAIL PROJECT

Project No.	11220281
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Date
APRIL 2023

Scale
AS SHOWN

Title	IMPROVEMENT PLAN AND PROFILE-20
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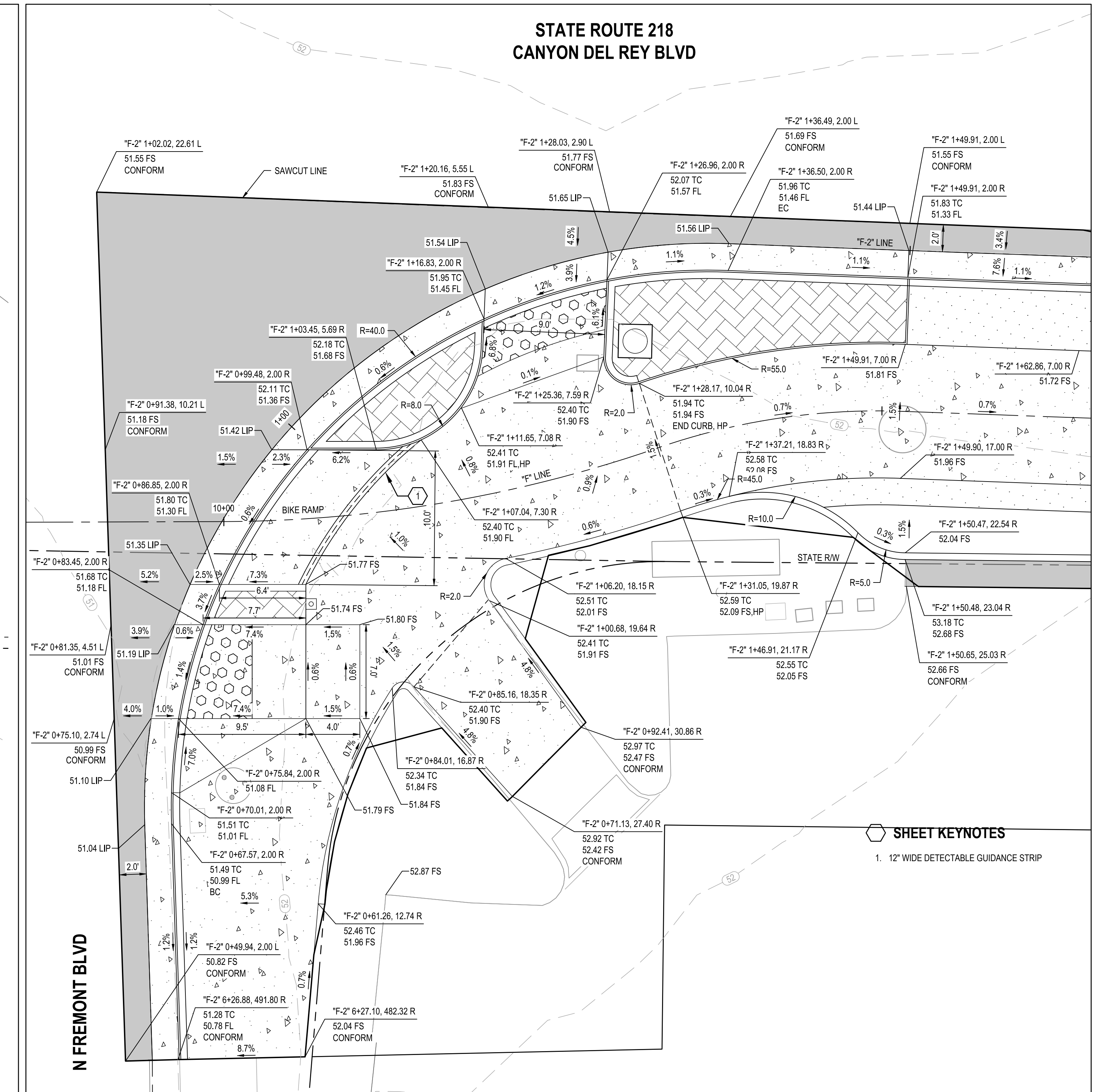
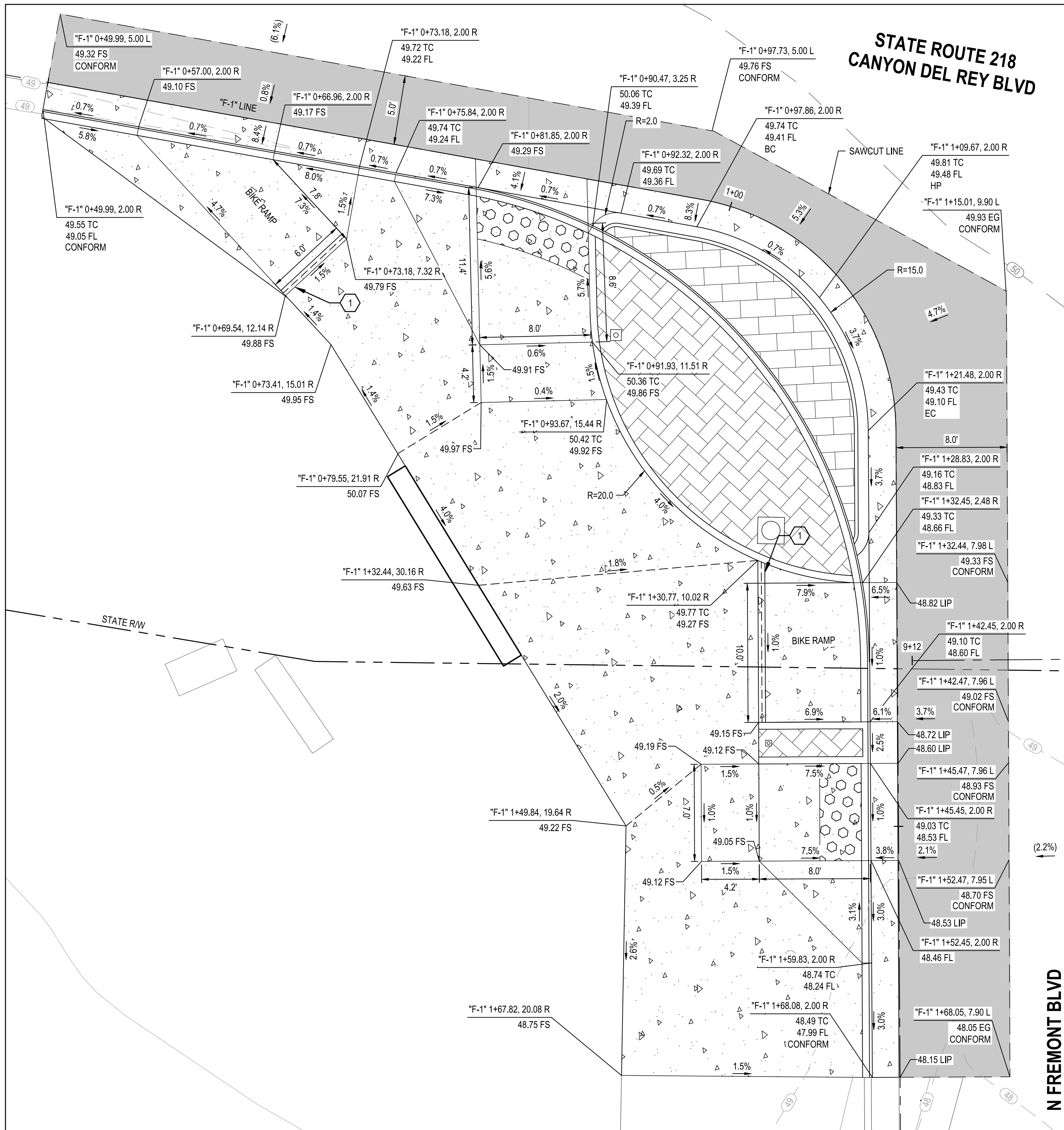
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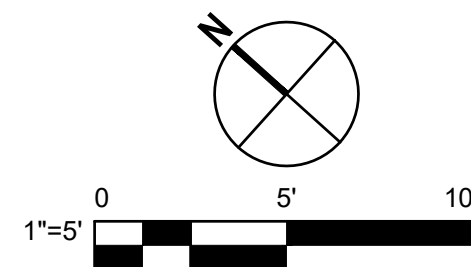
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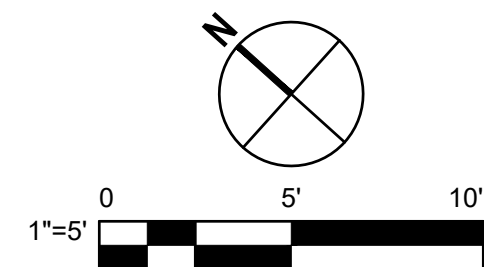
Packet Page 157



1 CURB RAMP DETAIL
SR 218/CANYON DEL REY BLVD & N FREMONT BLVD



2 CURB RAMP DETAIL
SR 218/CANYON DEL REY BLVD & N FREMONT BLVD



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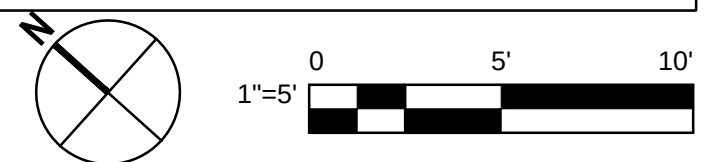
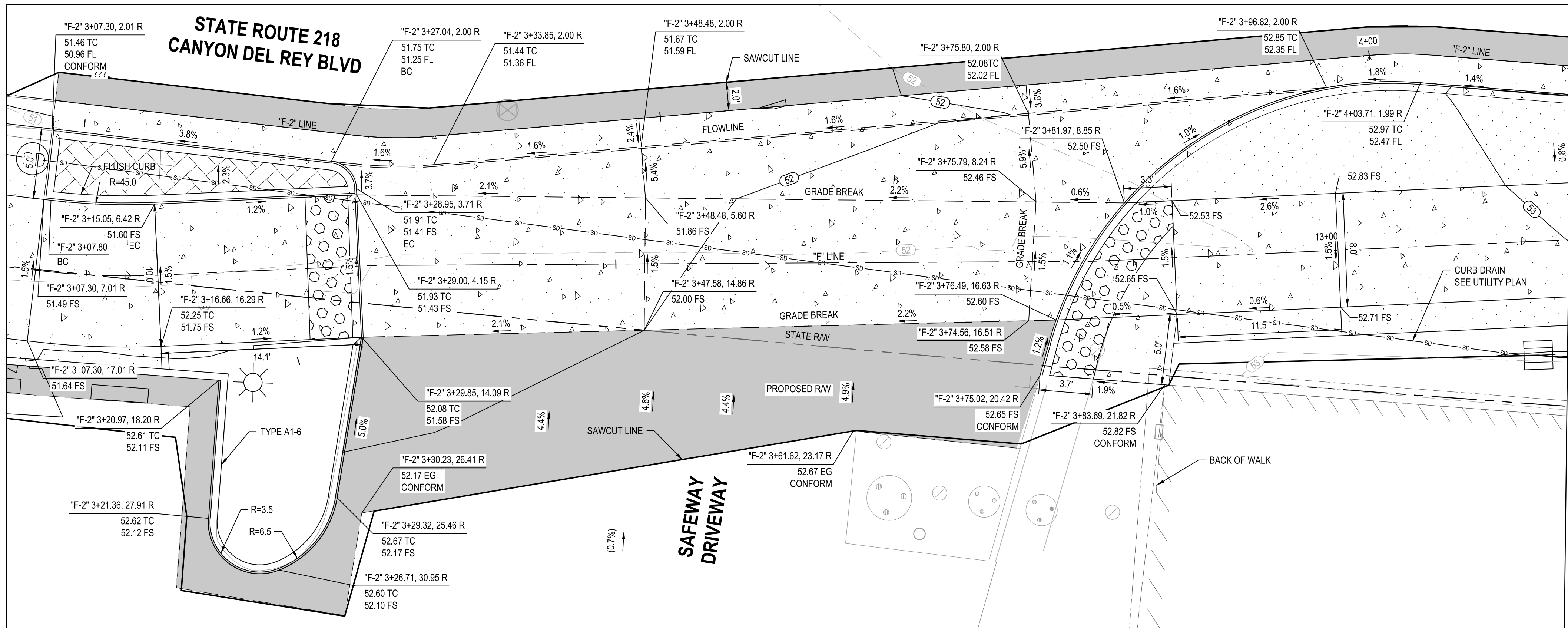
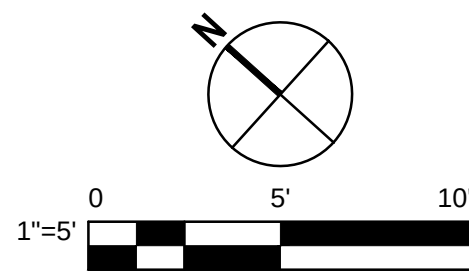
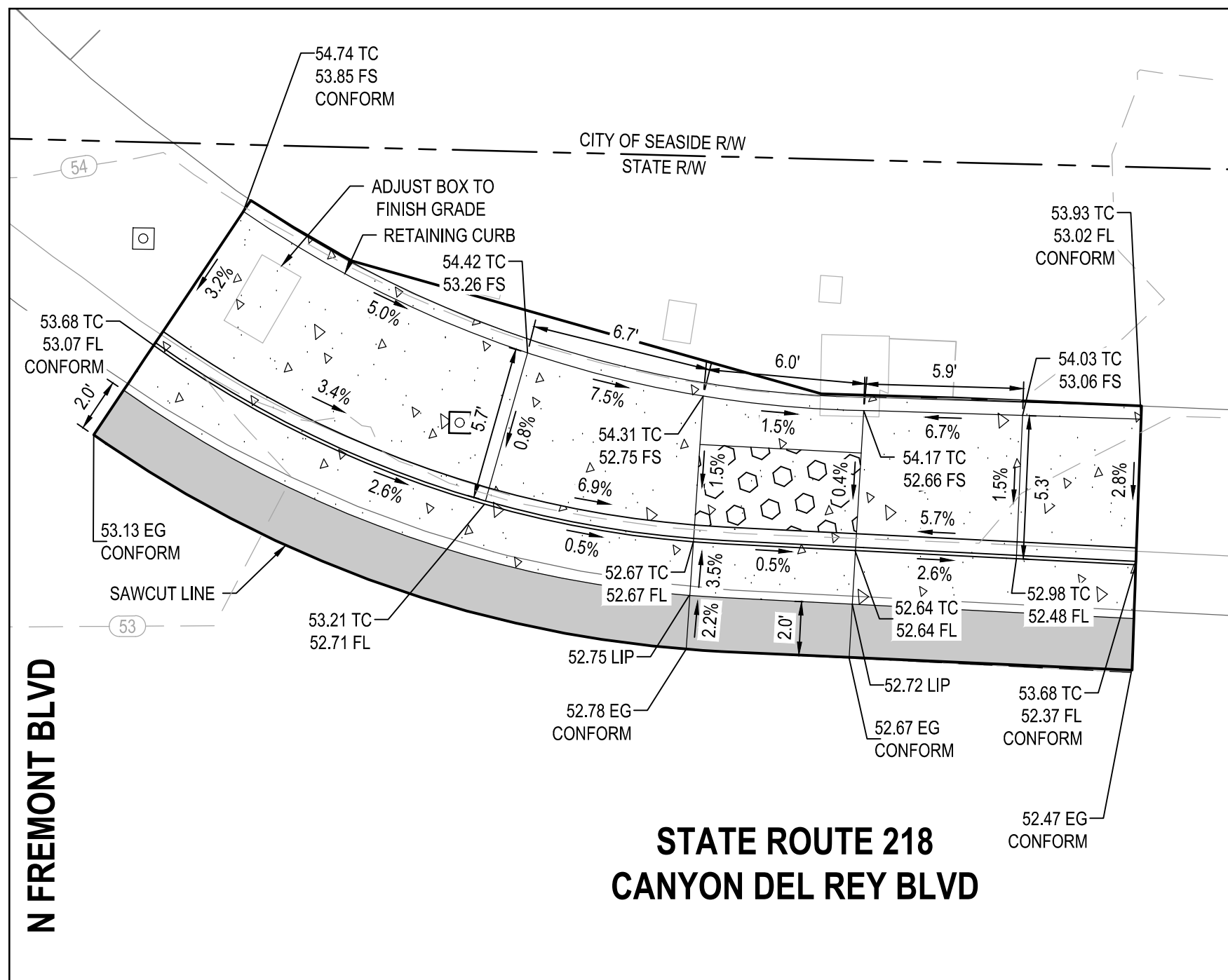
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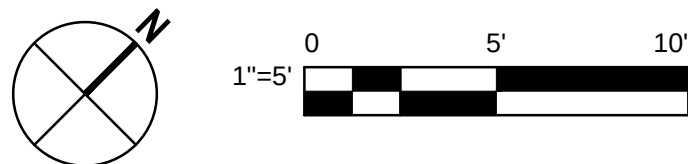
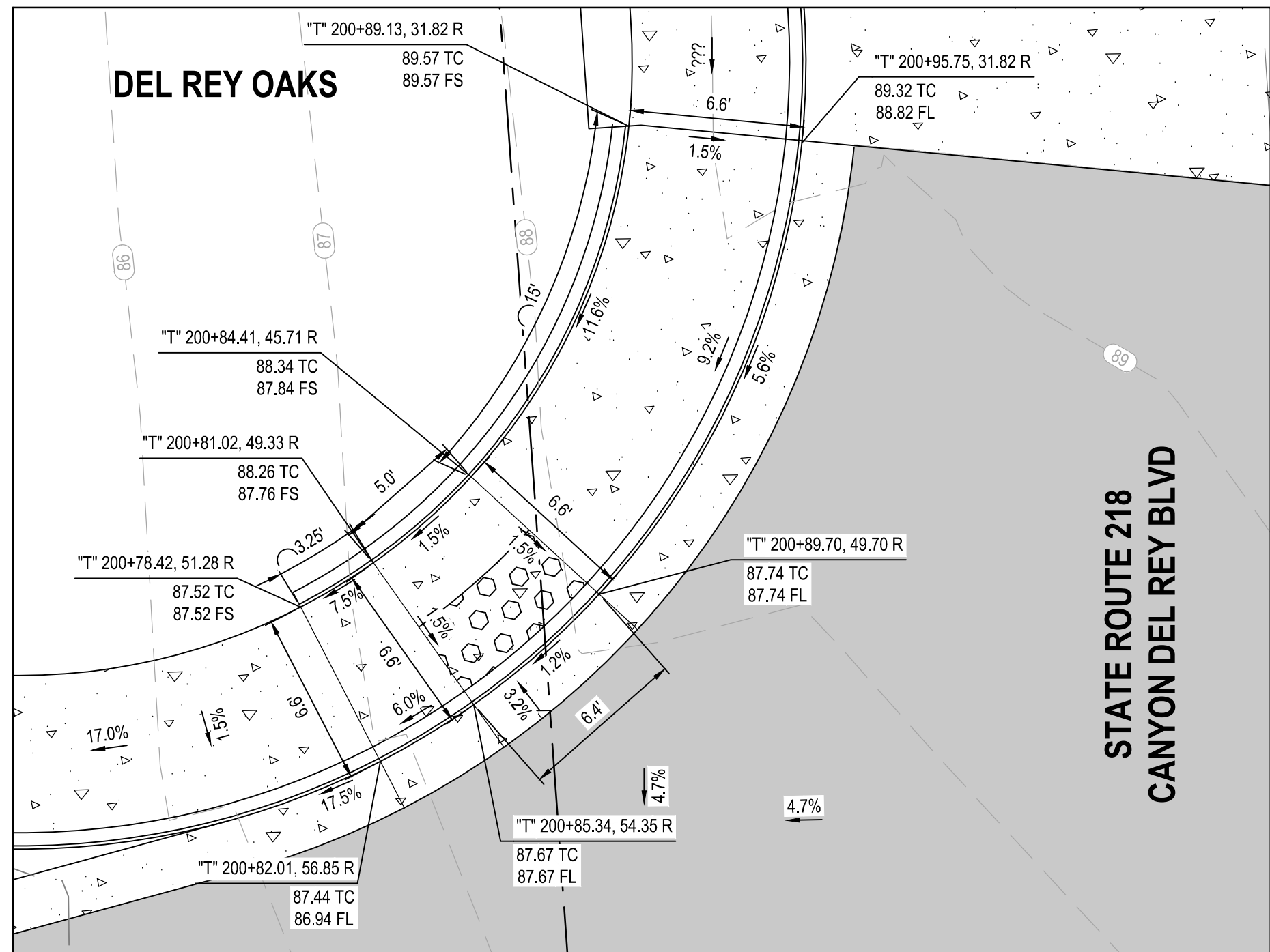
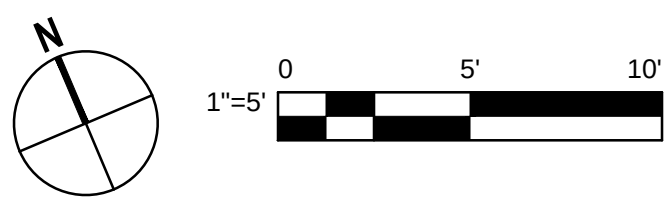
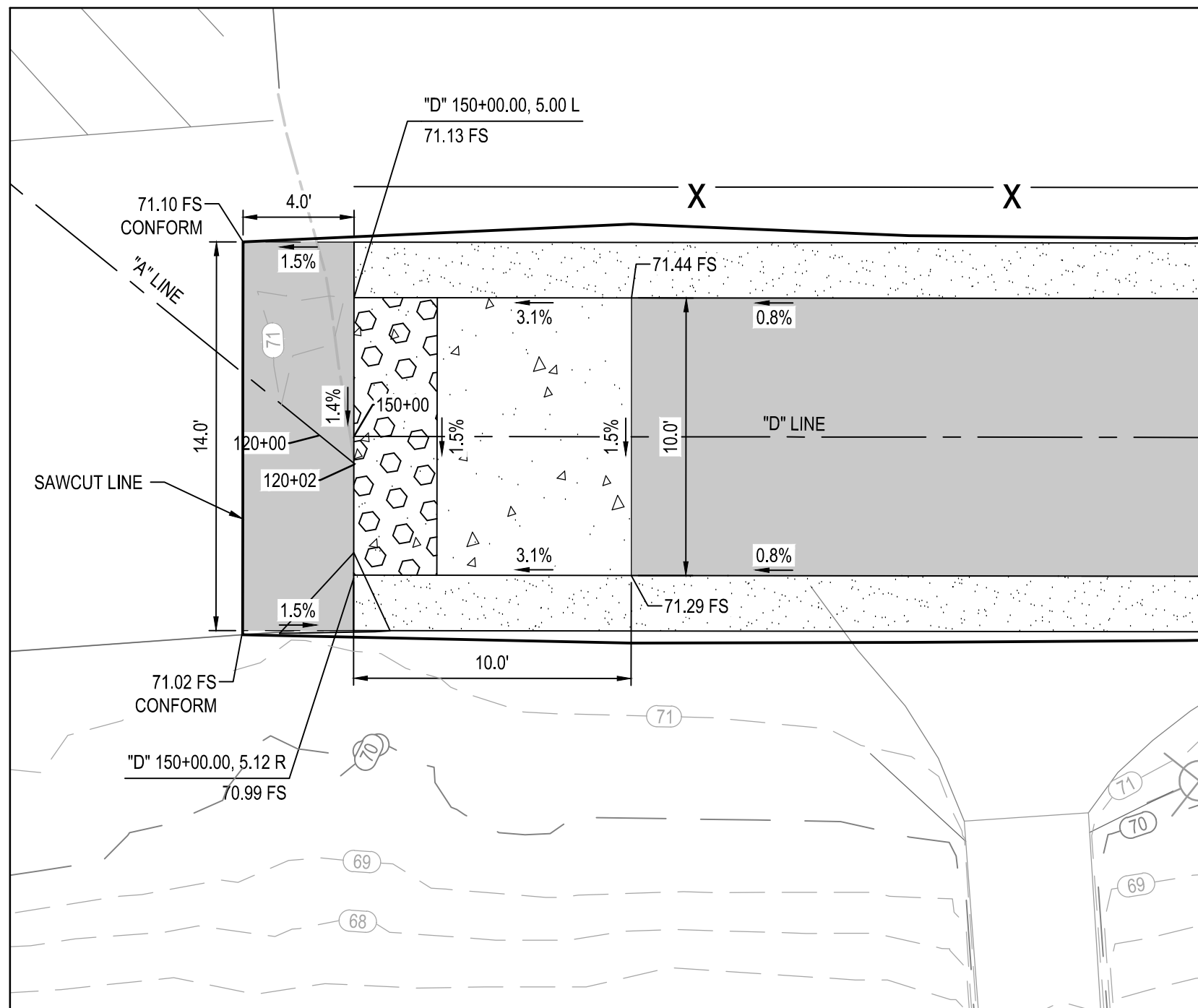
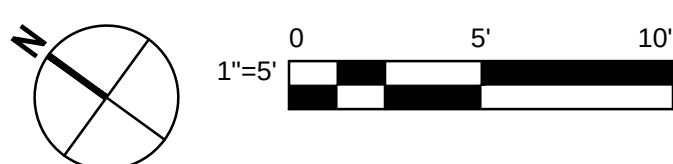
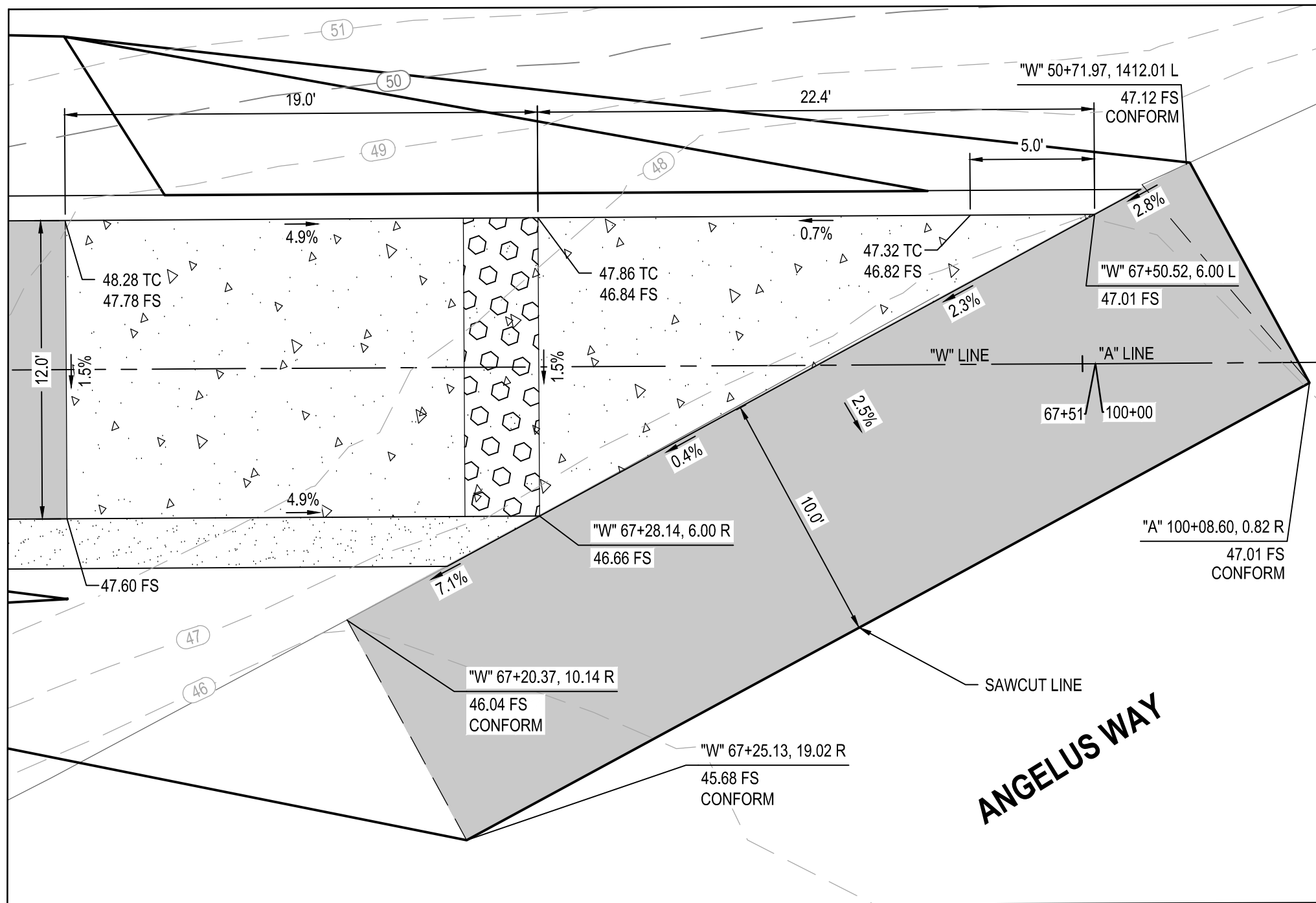
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3 CURB RAMP DETAIL
SR 218/CANYON DEL REY BLVD & N FREMONT BLVD

4 CURB RAMP DETAIL
SR 218/CANYON DEL REY BLVD & SAFEWAY DRIVEWAY



5 CURB RAMP DETAIL
ANGELUS WAY

6 CURB RAMP DETAIL
DEL REY PARK

7 CURB RAMP DETAIL
SR 218/DEL REY OAKS CORP YARD

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Author	EM	Drafting Check	SG	Project Manager
Designer	CO	Design Check	SG	Project Director



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Project
FORTAG TRAIL PROJECT

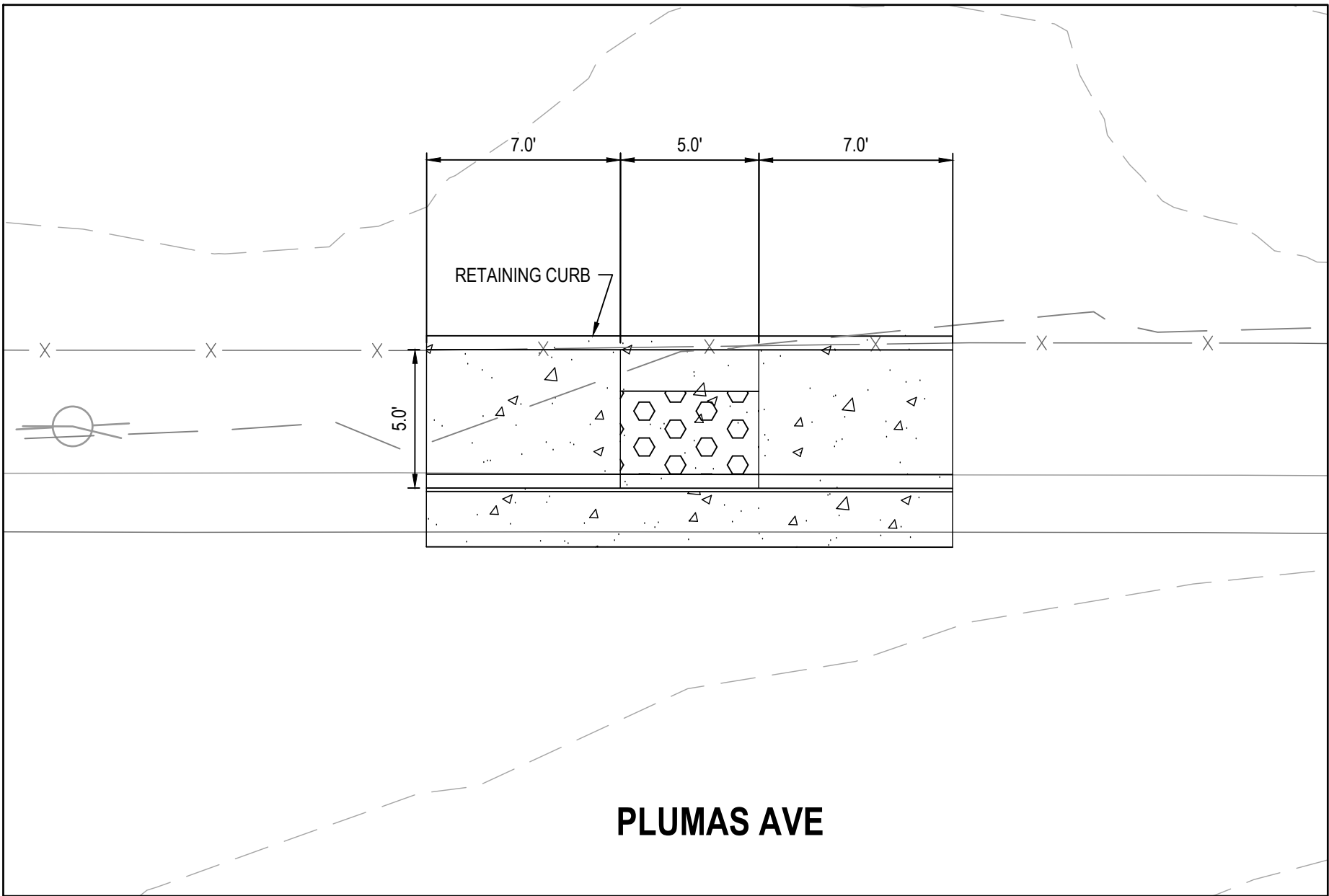
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Project No.
11220281

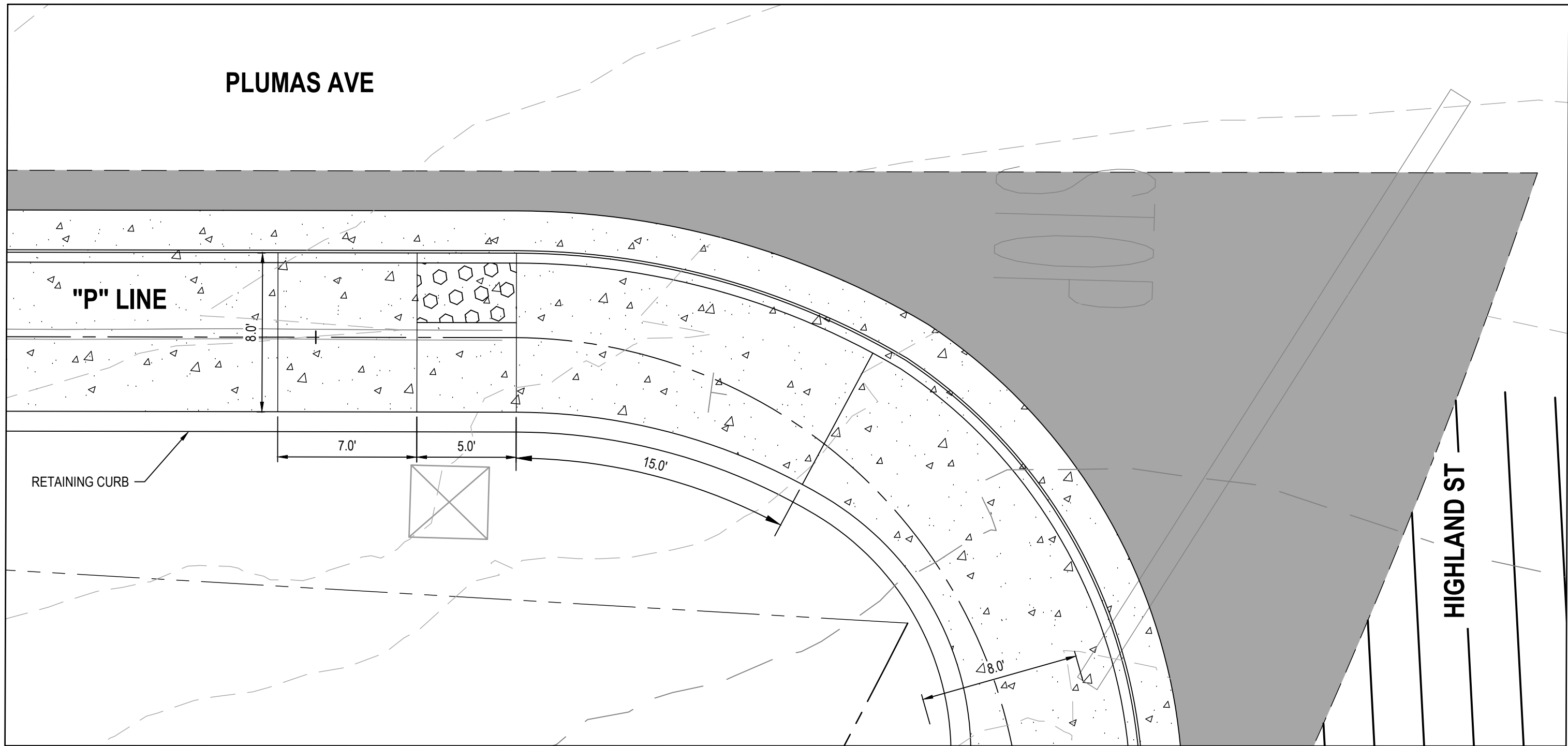
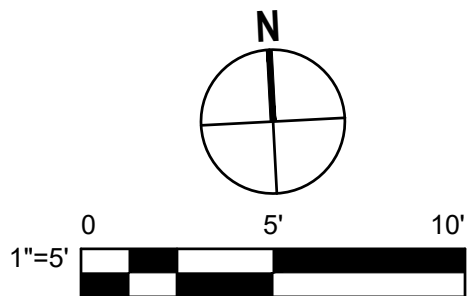
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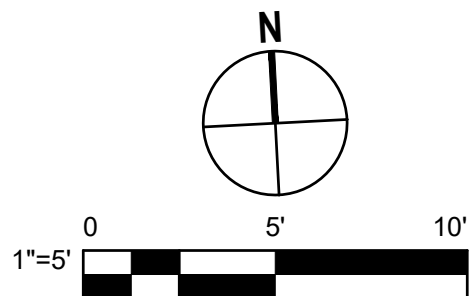
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17 CURB RAMP DETAIL
PLUMAS AVE & HIGHLAND ST



18 CURB RAMP DETAIL
PLUMAS AVE & HIGHLAND ST



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Author	EM	Drafting Check	SG	Project Manager
Designer	CO	Design Check	SG	Project Director
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		K. VEDULA		



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TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Project
FORTAG TRAIL PROJECT

Project No.
11220281

Date
APRIL 2023

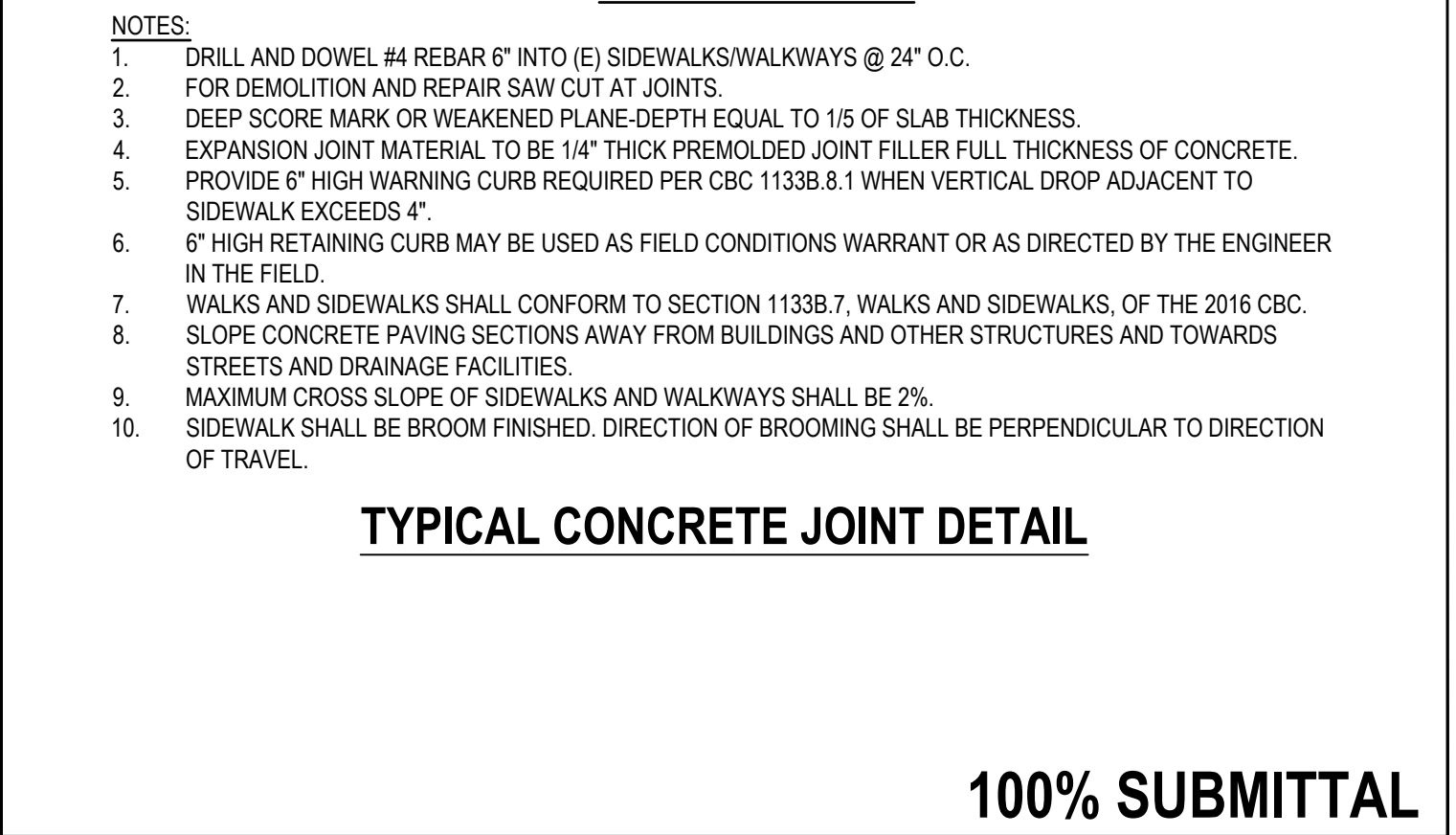
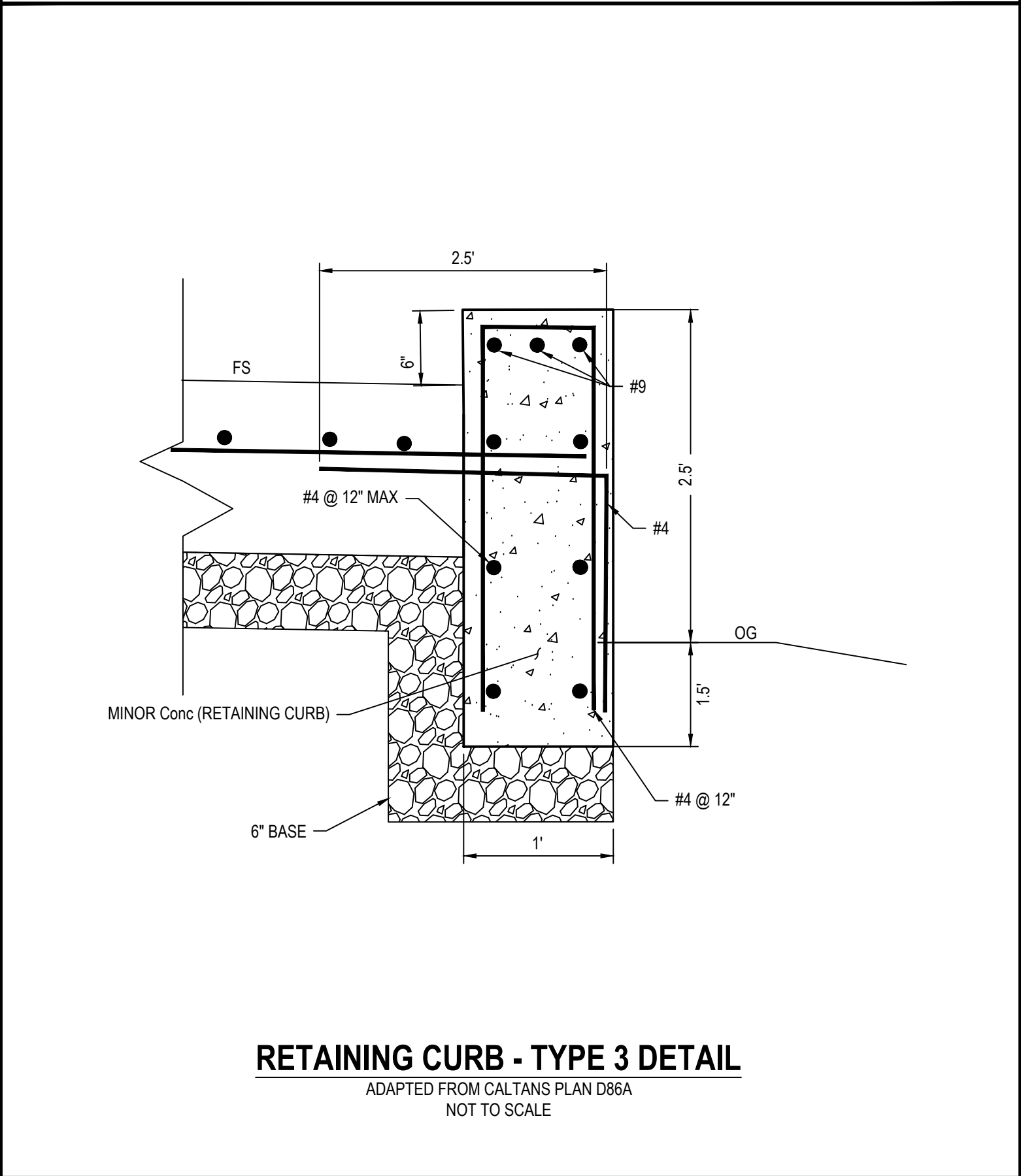
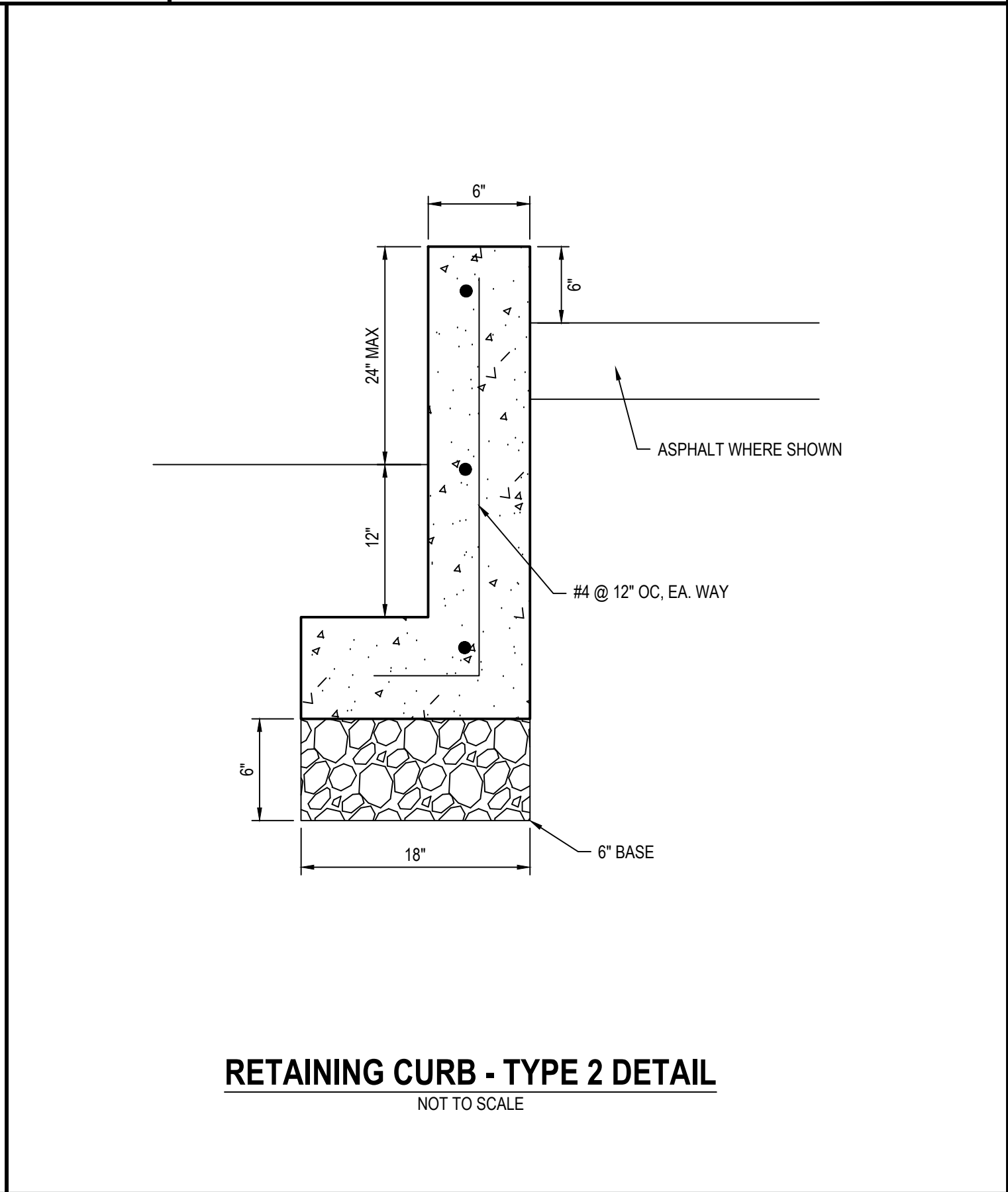
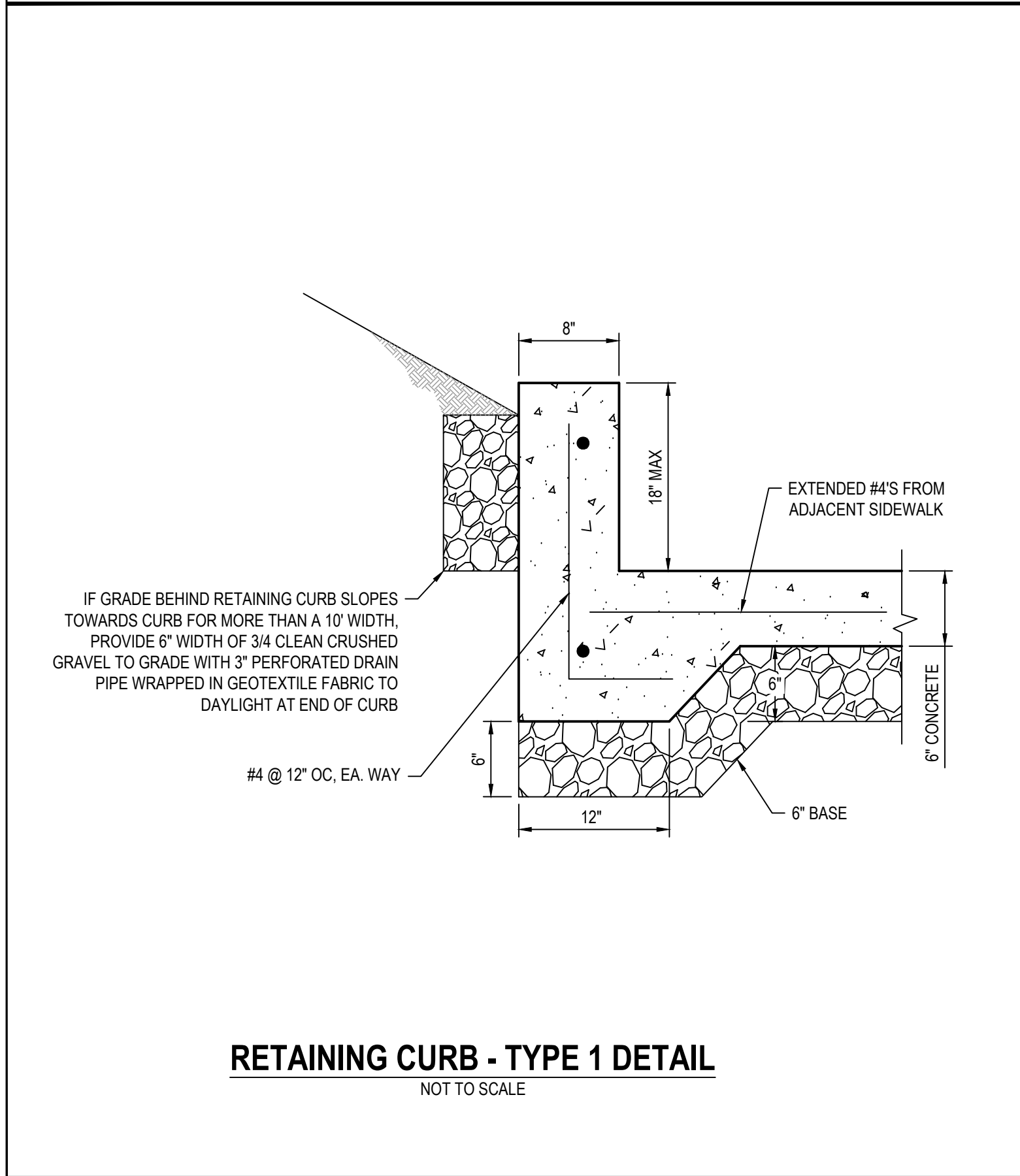
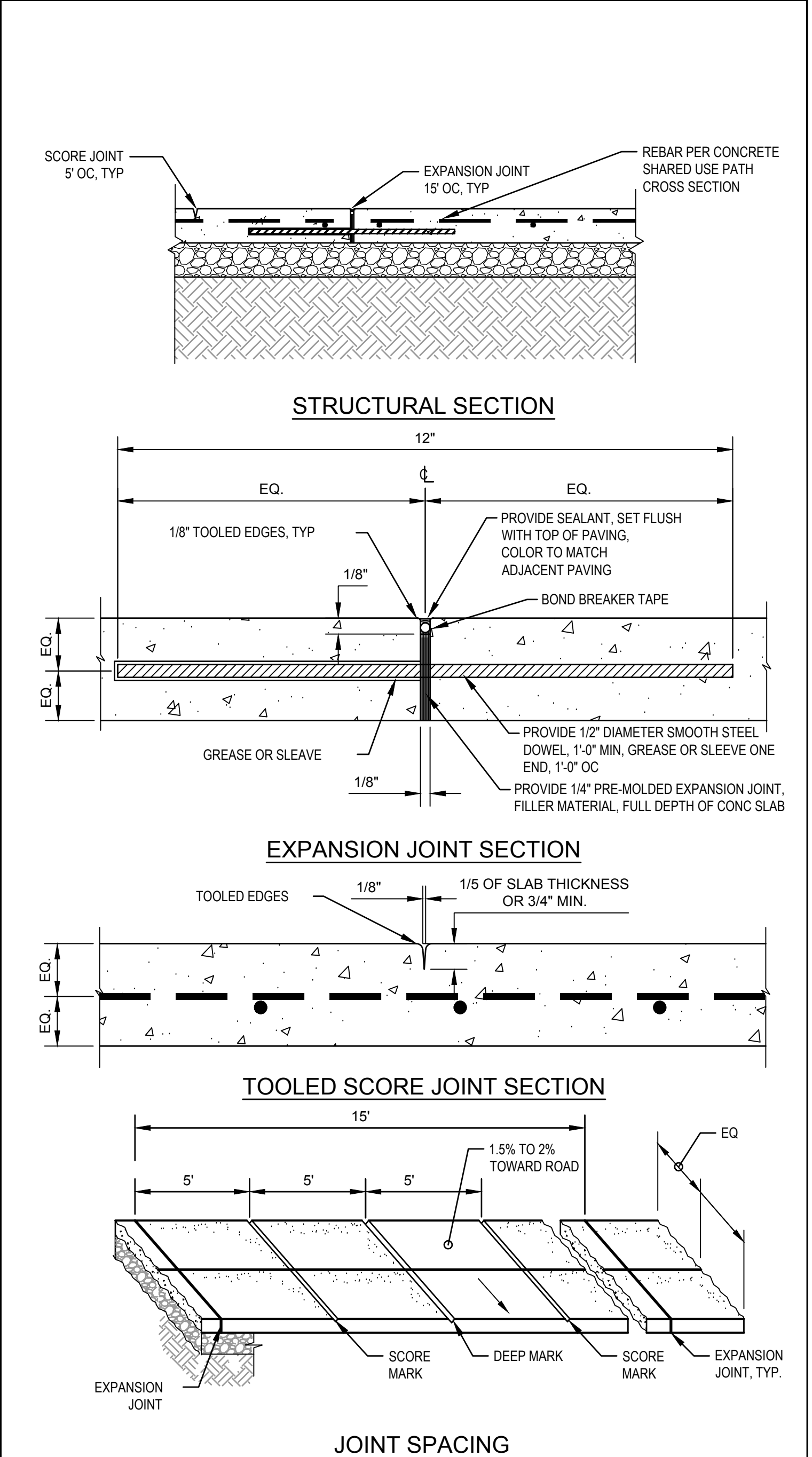
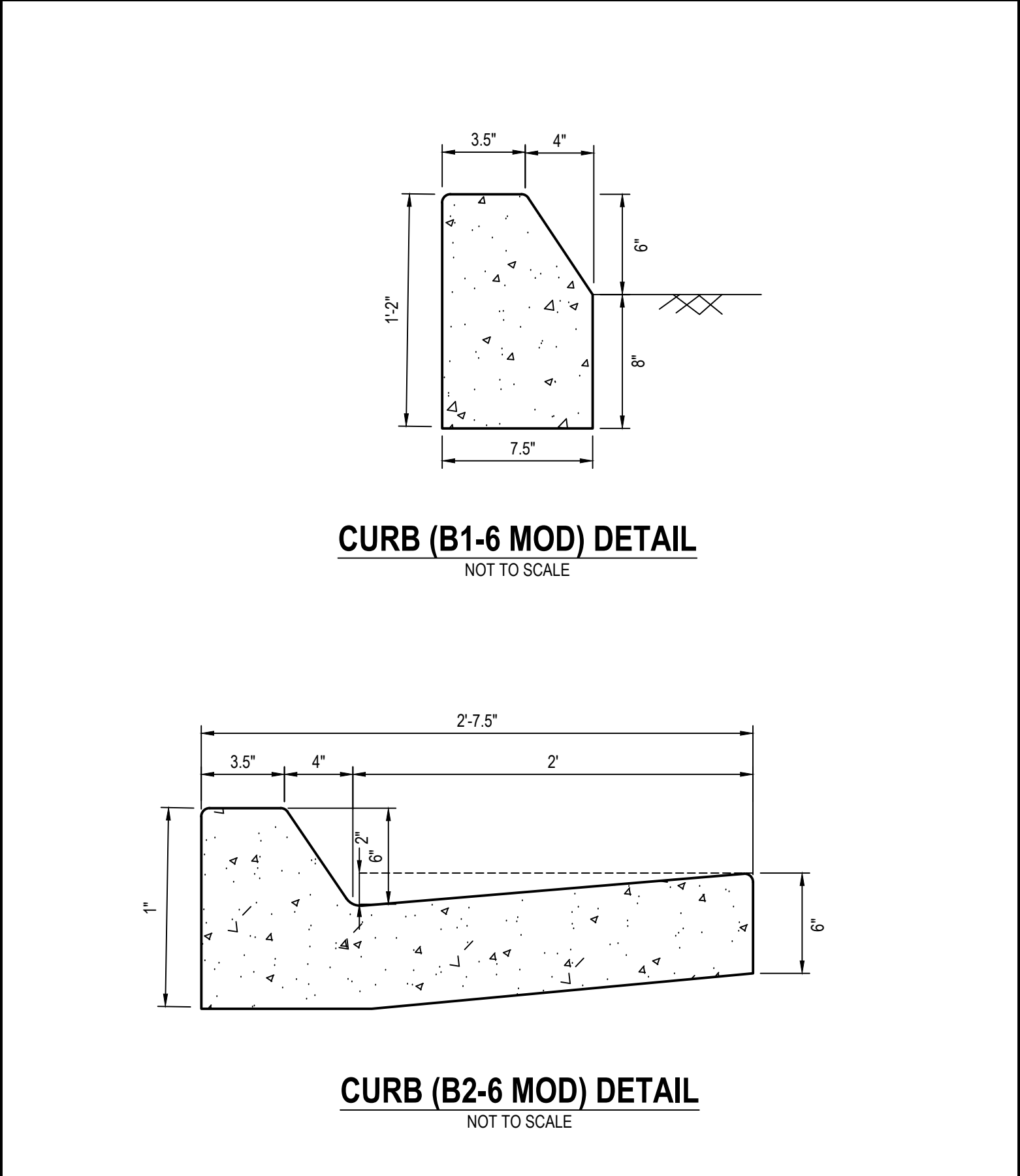
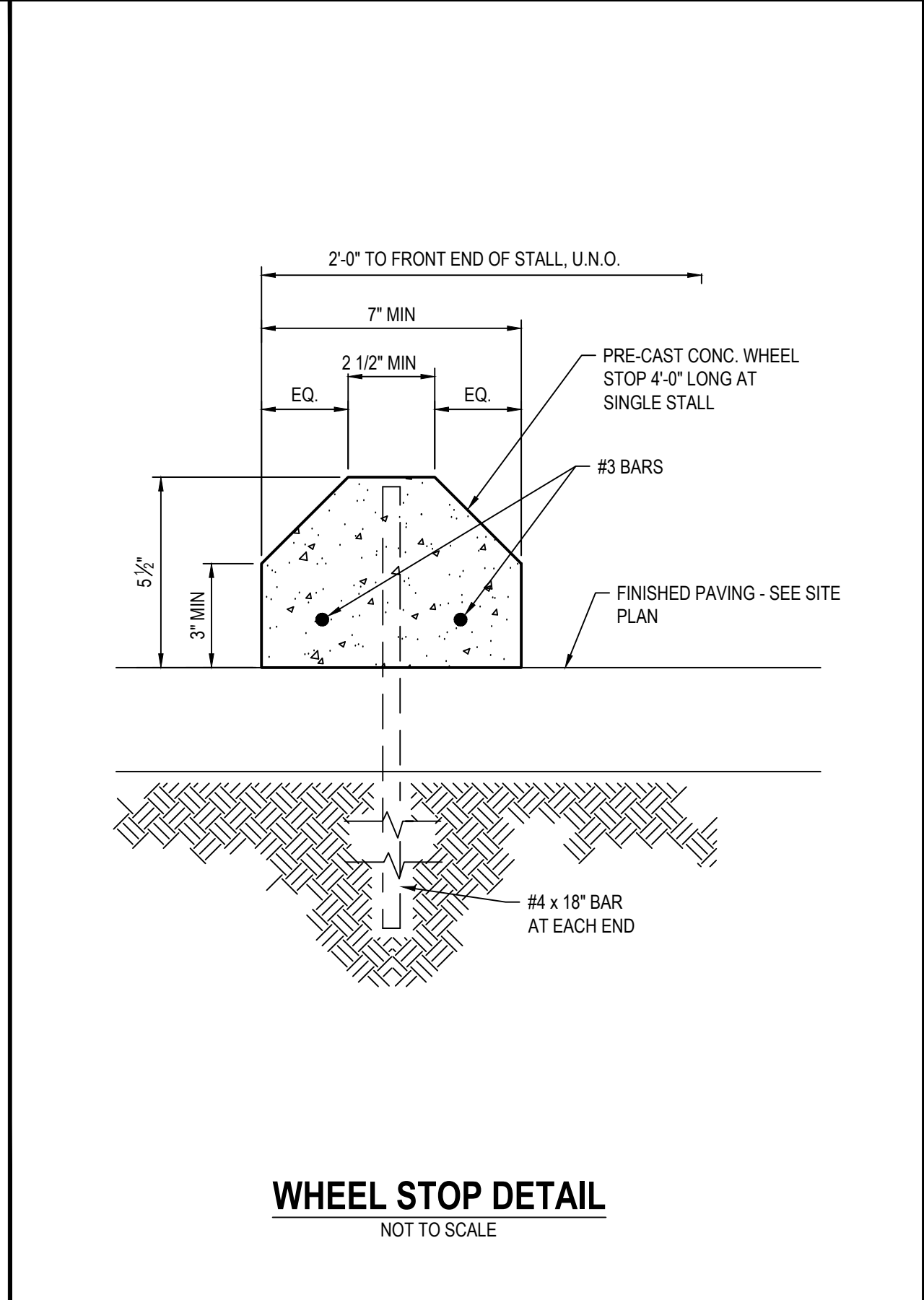
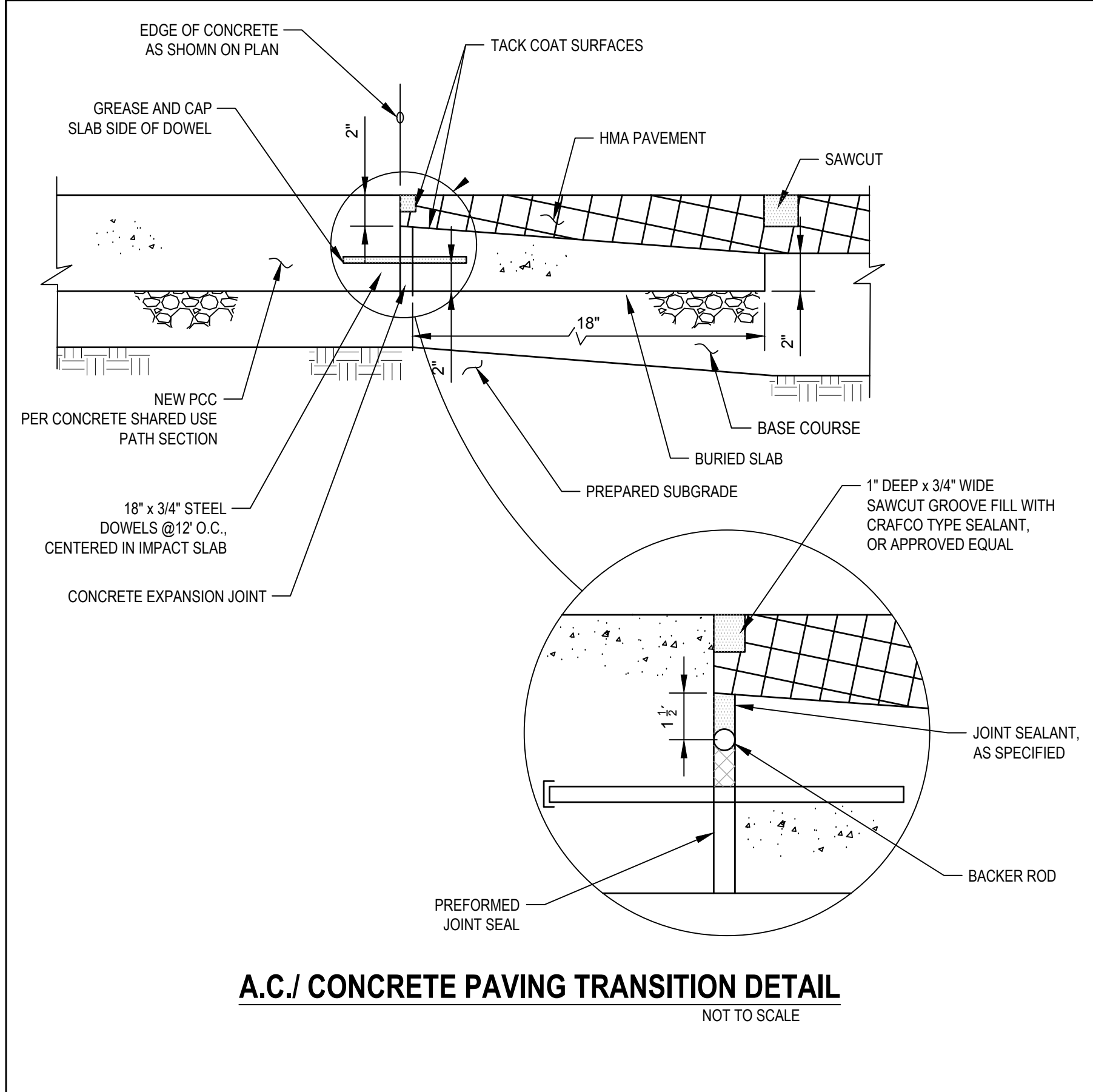
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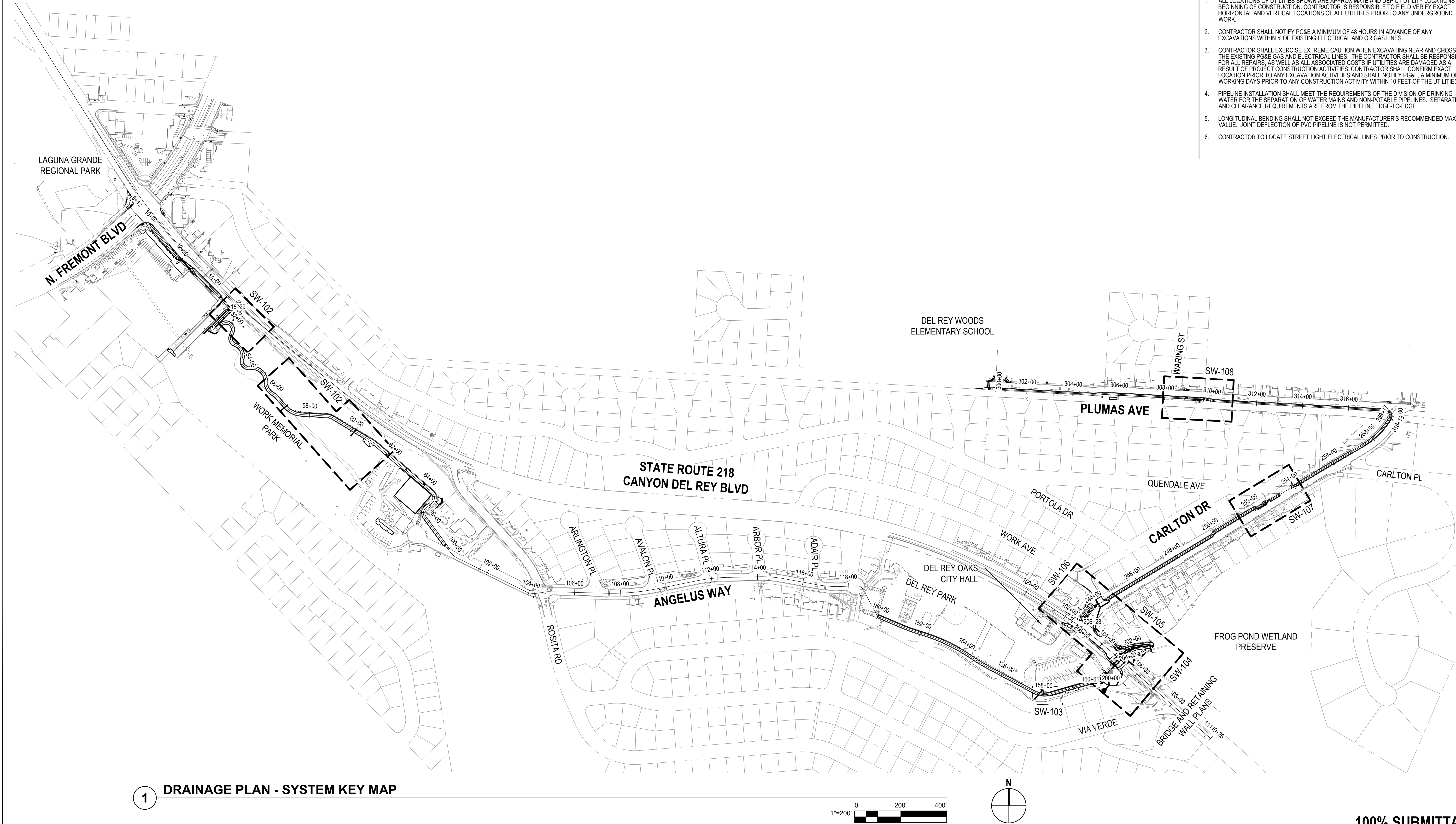
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Sheet No.
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Sheet
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SHEET GENERAL NOTES

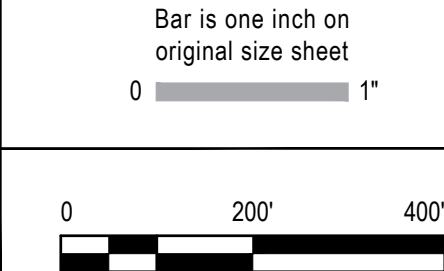
- ALL LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE AND DEPICT UTILITY LOCATIONS AT BEGINNING OF CONSTRUCTION. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY EXACT HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO ANY UNDERGROUND WORK.
- CONTRACTOR SHALL NOTIFY PG&E A MINIMUM OF 48 HOURS IN ADVANCE OF ANY EXCAVATIONS WITHIN 5' OF EXISTING ELECTRICAL AND OR GAS LINES.
- CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING NEAR AND CROSSING THE EXISTING PG&E GAS AND ELECTRICAL LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPAIRS, AS WELL AS ALL ASSOCIATED COSTS IF UTILITIES ARE DAMAGED AS A RESULT OF PROJECT CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL CONFIRM EXACT LOCATION PRIOR TO ANY EXCAVATION ACTIVITIES AND SHALL NOTIFY PG&E A MINIMUM OF 3 WORKING DAYS PRIOR TO ANY CONSTRUCTION ACTIVITY WITHIN 10 FEET OF THE UTILITIES.
- PIPELINE INSTALLATION SHALL MEET THE REQUIREMENTS OF THE DIVISION OF DRINKING WATER FOR THE SEPARATION OF WATER MAINS AND NON-POTABLE PIPELINES. SEPARATION AND CLEARANCE REQUIREMENTS ARE FROM THE PIPELINE EDGE-TO-EDGE.
- LONGITUDINAL BENDING SHALL NOT EXCEED THE MANUFACTURER'S RECOMMENDED MAXIMUM VALUE. JOINT DEFLECTION OF PVC PIPELINE IS NOT PERMITTED.
- CONTRACTOR TO LOCATE STREET LIGHT ELECTRICAL LINES PRIOR TO CONSTRUCTION.



1 DRAINAGE PLAN - SYSTEM KEY MAP

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No.	Issue	Checked	Approved	Date
Author	AJP	Drafting Check	SG	Project Manager
Designer	AJP	Design Check	SG	Project Director
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				K. VEDULA



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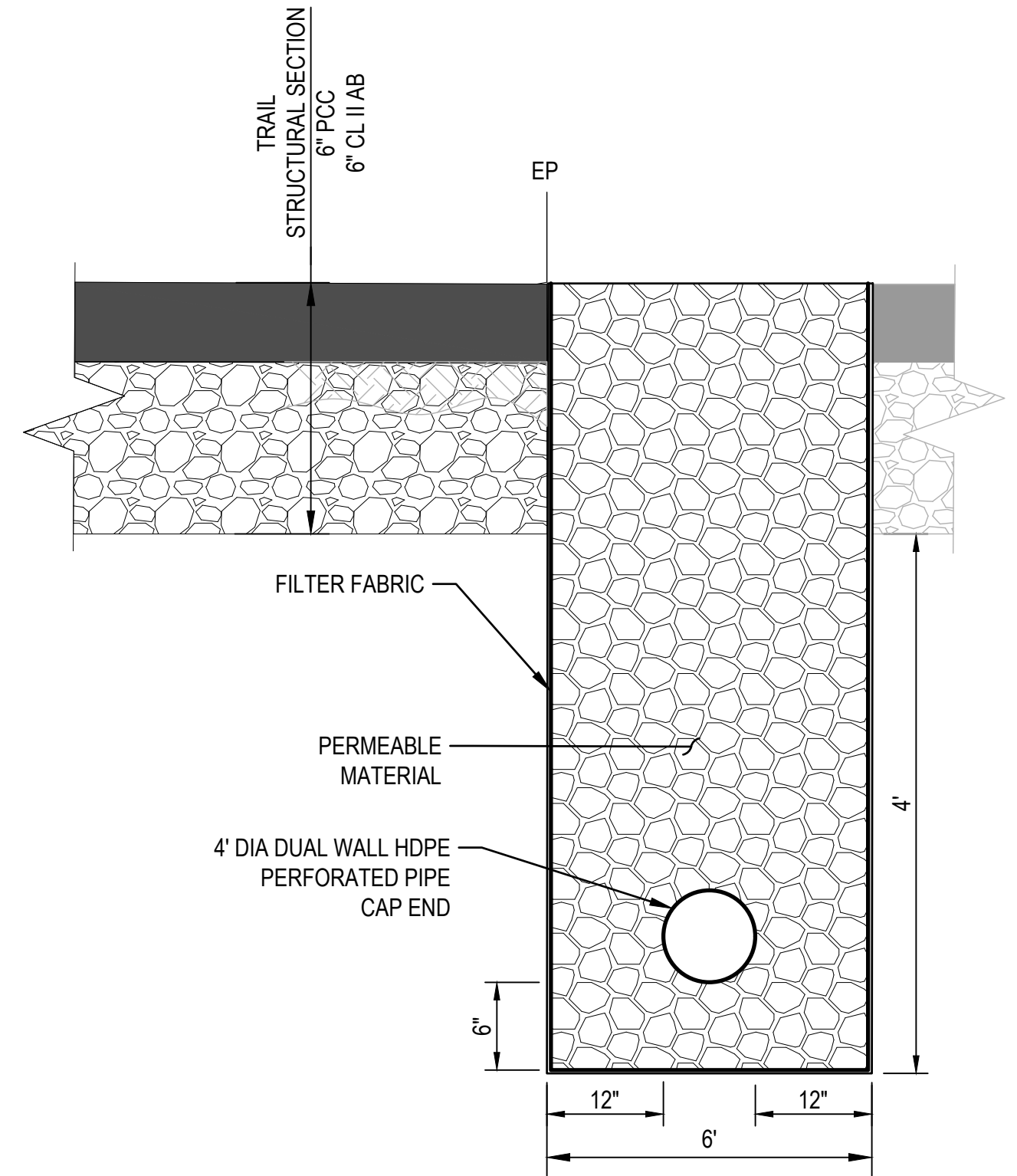
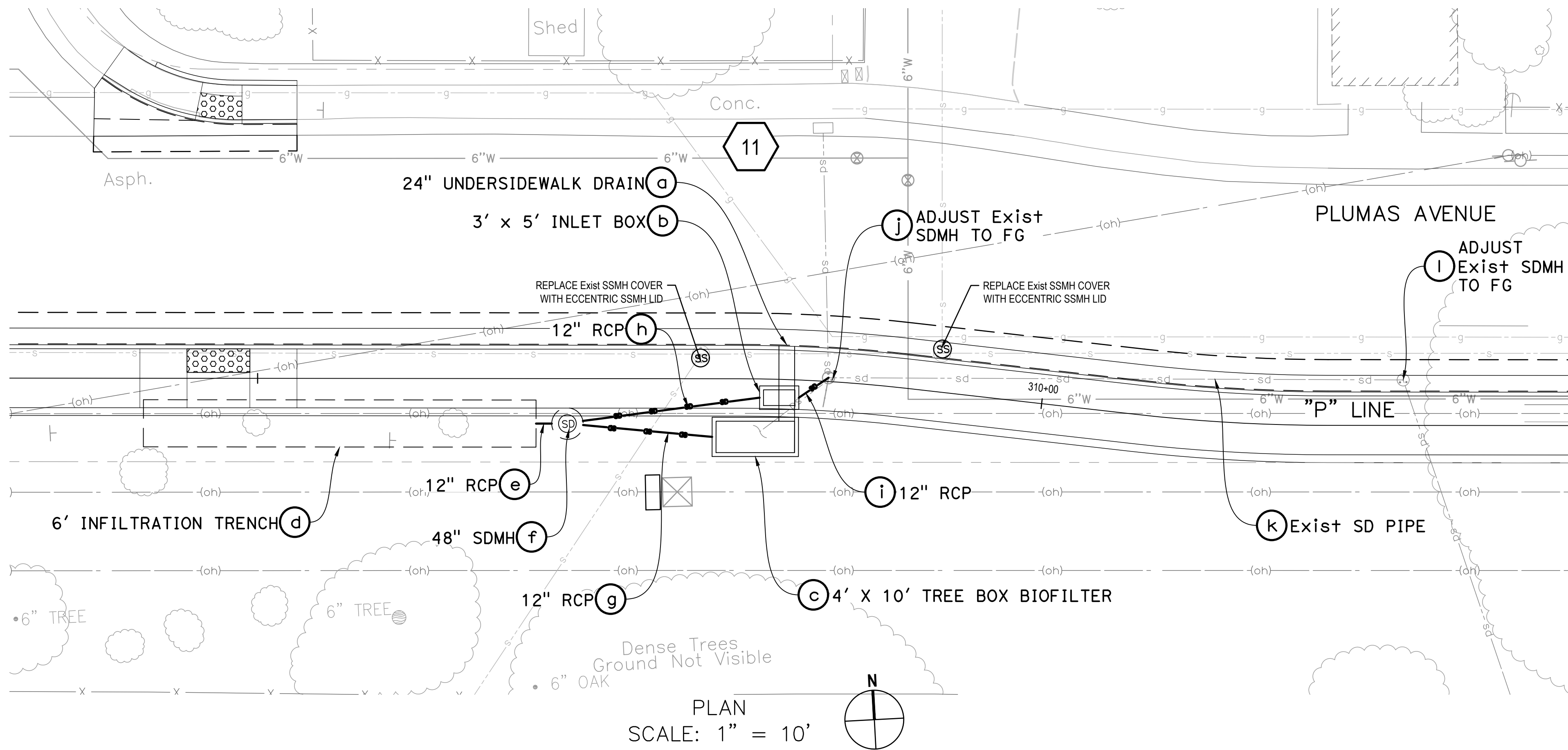
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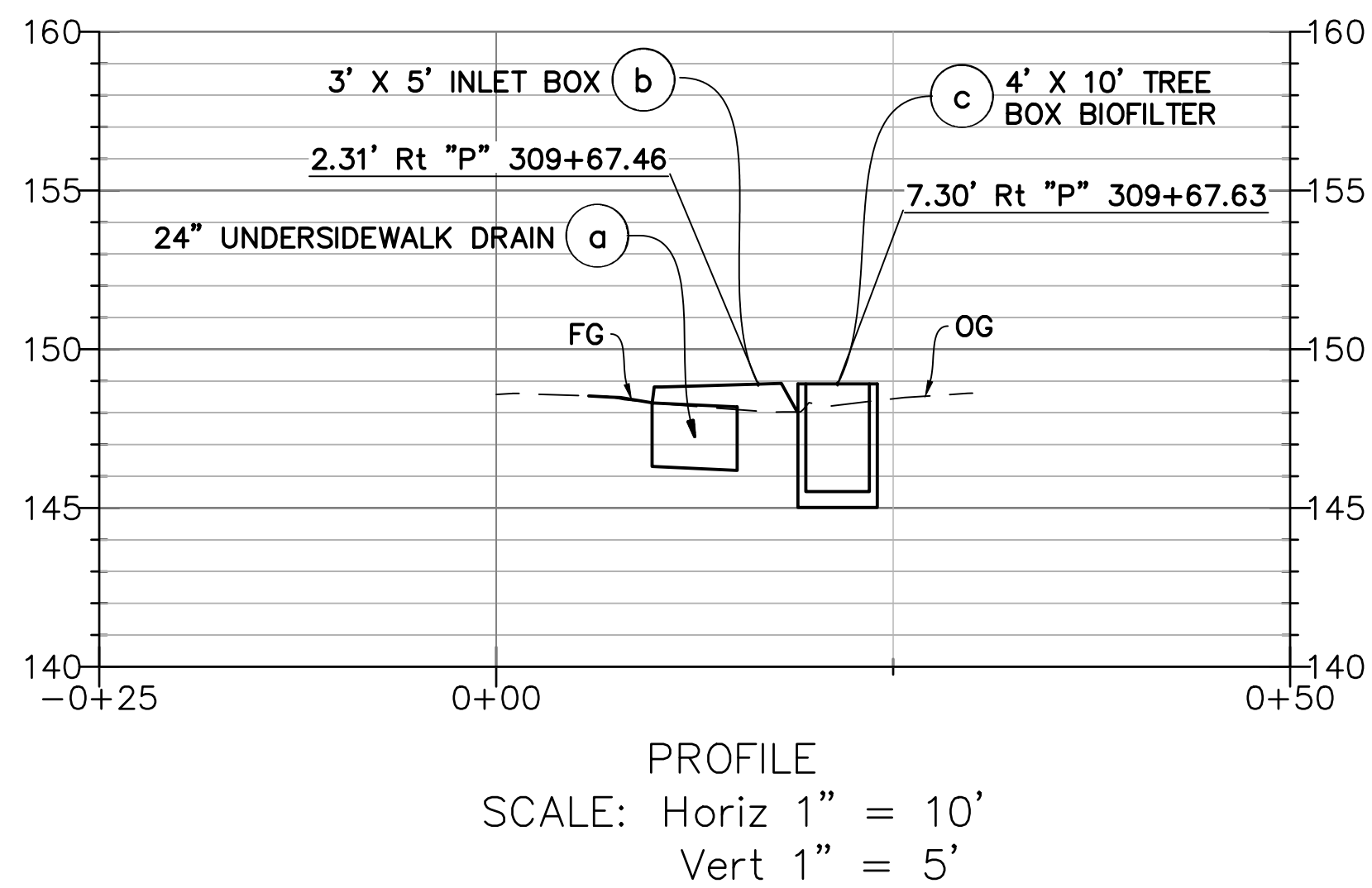
Client	TRANSPORTATION AGENCY FOR MONTEREY COUNTY
Project	FORTAG TRAIL PROJECT
Project No.	11220281
Date	APRIL 2023
Scale	AS SHOWN

Title DRAINAGE PLAN - 1

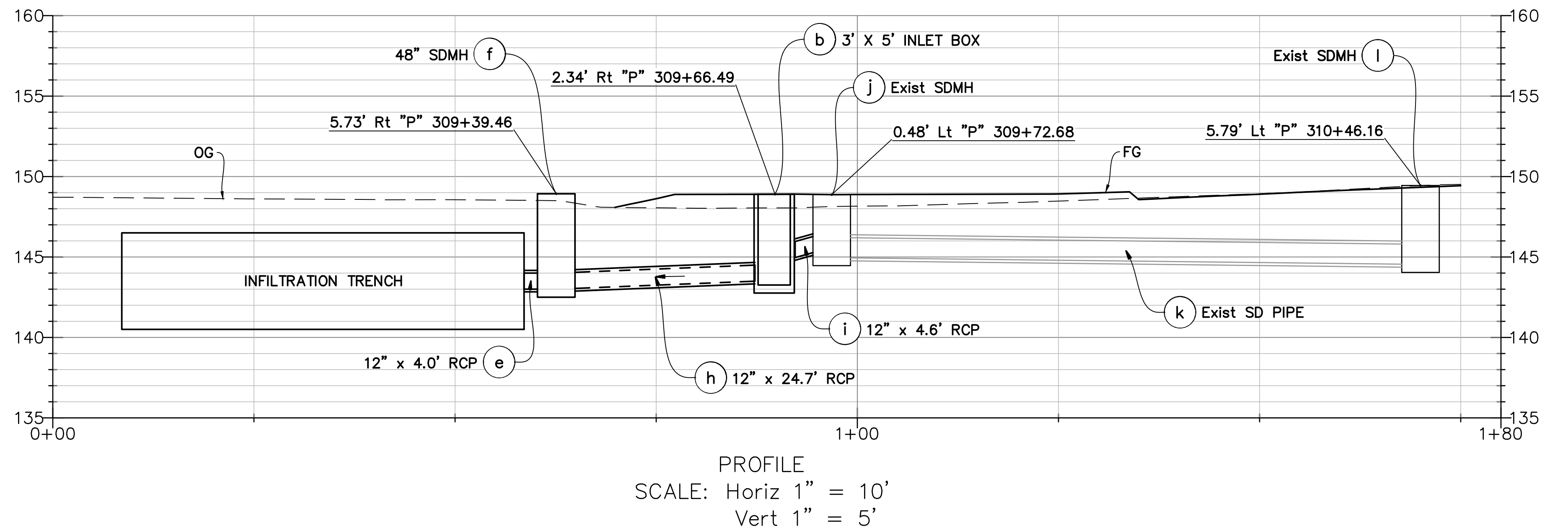
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Sheet No.	SW-101
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A UNDERGROUND ROADSIDE INFILTRATION TRENCH
NTS



DRAINAGE SYSTEM No. 11



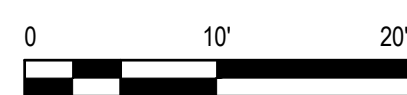
DRAINAGE SYSTEM No. 11

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Author	AJP	Drafting Check	SG	Project Manager
Designer	AJP	Design Check	SG	Project Director
				K. VEDULA



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Title
DRAINAGE PLAN - 8

Size
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Status Code

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PRELIMINARY DESIGN NOT FOR CONSTRUCTION

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SCM 1 - BIORETENTION POND

ELEVATION (FT)	VOID RATIO (BELOW)	STORAGE (BELOW) (CF)	CUMULATIVE STORAGE VOLUME (CF)	CUMULATIVE STORAGE VOLUME (AF)	EXFILTR. INTO SOIL (CFS)	OVERFLOW (CFS)	TOTAL Q OUT (CFS)	DESCRIPTION/ NOTES
0.00	0.00	0	0	0	0	0	0.000	BOTTOM OF ROCK
1.00	0.35	280	280	0.006	0.093	0	0.093	
1.50	0.35	140	420	0.010	0.093	0	0.093	TOP OF ROCK/ BOTTOM OF BSM
3.50	0.30	480	900	0.021	0.093	0	0.093	TOP OF BSM/ POND BOTTOM
4.00	1.00	400	1300	0.030	0.093	0	0.093	OVERFLOW GRATE
4.25	1.00	200	1300	0.034	0.093	3.000	3.093	DESIGN MAX WSE
POND/ BSM/ ROCK AREA:		800 SF						
SOIL HYDRAULIC CONDUCTIVITY (K):		5.00 IN/HR (SOURCE: MRSWMP TECHNICAL GUIDE)						
EXFILTRATION (INTO SOIL):		0.093 CFS (=BSM AREA X K)						
FLOW THROUGH BSM (NO ORIFICE):		0.093 CFS (=BSM AREA X 5 IN/HR)						
OVERFLOW:		3.00 CFS (24" X 24" FLAT GRATE INLET AT 3" DEPTH)						

SCM 3.2 - UNDERGROUND CHAMBERS

ELEVATION (FT)	CUMULATIVE STORAGE VOLUME (CF)	CUMULATIVE STORAGE VOLUME (AF)	EXFILTR. INTO SOIL (CFS)	ORIFICE #1 (CFS)	ORIFICE #2 (CFS)	DISCHARGE TO SD (CFS)	TOTAL Q OUT	DESCRIPTION/ NOTES
5.75	3160	0.073	0.021	0.179	1.121	1.301	0.322	TOP OF ROCK/ OVERFLOW
4.75	2840	0.065	0.021	0.145	0.909	1.055	1.076	TOP OF CHAMBERS
4.00	2520	0.058	0.021	0.114	0	0.114	0.135	ORIFICE #2
2.83	1750	0.040	0.021	0	0	0.000	0.021	ORIFICE #1
1.00	320	0.007	0.021	0	0	0.000	0.021	BOTTOM OF CHAMBERS
0.00	0	0.000	0.000	0	0	0.000	0.000	BOTTOM OF ROCK

BASIS OF DESIGN SYSTEM	STORMTECH MC-3500
ROCK AREA:	925 SF
SOIL HYDRAULIC CONDUCTIVITY (K):	1.00 IN/HR (INCLUDES SAFETY FACTOR OF 2
EXFILTRATION (INTO SOIL):	0.021 CFS (=ROCK AREA X K)
ORIFICE #1 DIAMETER (D):	2 IN
ORIFICE #2 DIAMETER (D):	5 IN
ORIFICE FLOW:	VARIES CFS (=3.78 D ² HO ^{0.5} , WHERE D AND HO ARE IN FEET, AND CO=0.6)

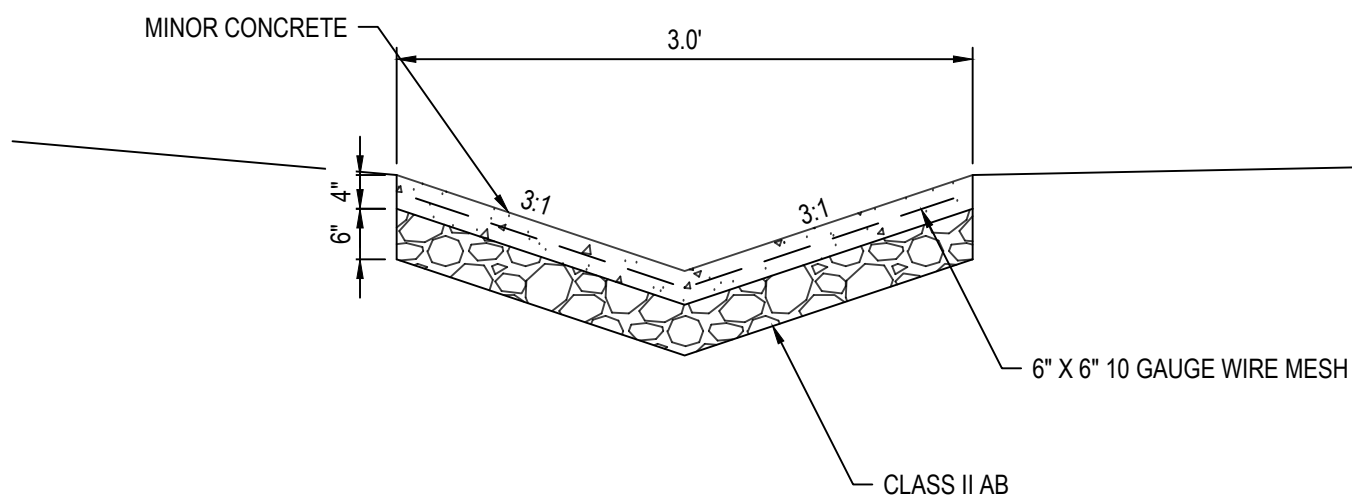
SCM 4.2 - UNDERGROUND CHAMBERS

ELEVATION (FT)	CUMULATIVE STORAGE VOLUME (CF)	CUMULATIVE STORAGE VOLUME (AF)	EXFILTR. INTO SOIL (CFS)	ORIFICE #1 (CFS)	ORIFICE #2 (CFS)	DISCHARGE TO SD (CFS)	TOTAL Q OUT	DESCRIPTION/ NOTES
5.75	788	0.0181	0.004	0.177	1.590	1.766	1.771	TOP OF ROCK/ OVERFLOW
4.75	704	0.0162	0.004	0.142	1.278	1.420	1.425	TOP OF CHAMBERS
4.50	681	0.0156	0.004	0.132	0	0.132	0.136	ORIFICE #2
2.92	450	0.0103	0.004	0	0	0.000	0.004	ORIFICE #1
1.00	84	0.0019	0.004	0	0	0.000	0.004	BOTTOM OF CHAMBERS
0.00	0	0.0000	0.000	0	0	0.000	0.000	BOTTOM OF ROCK

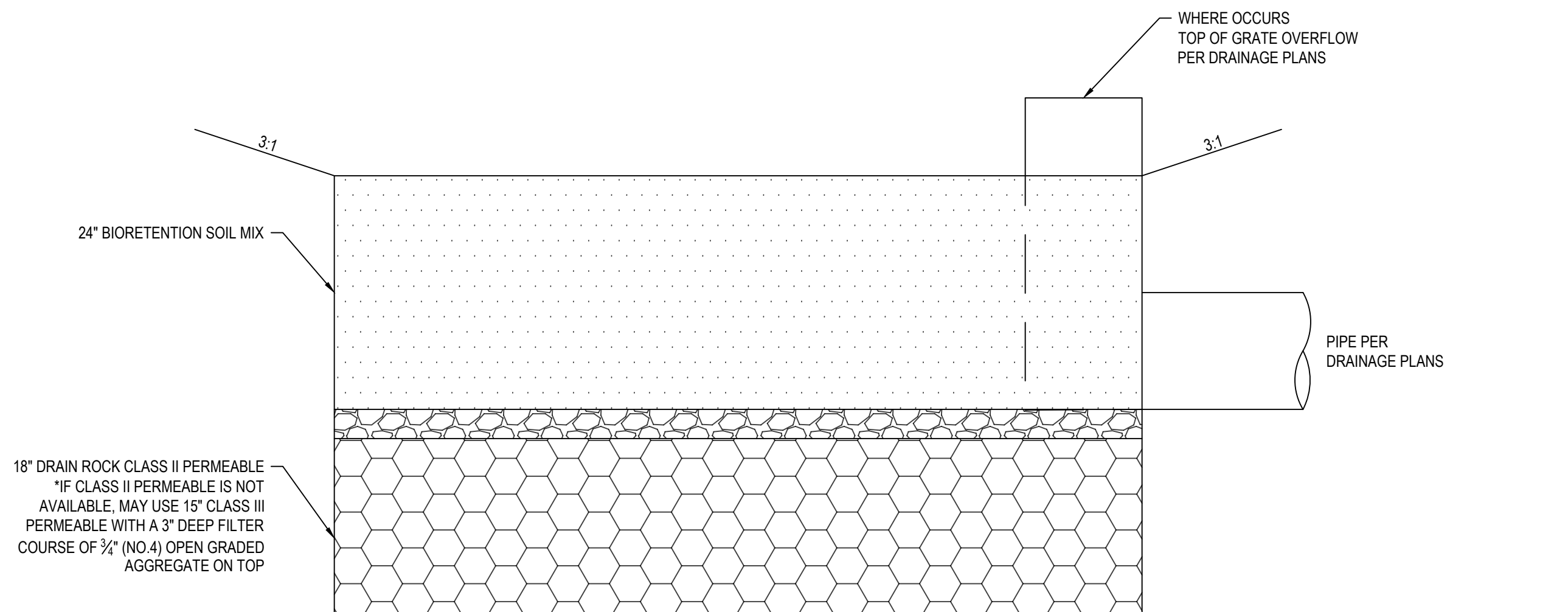
BASIS OF DESIGN SYSTEM	STORMTECH MC-3500
ROCK AREA:	180 SF
SOIL HYDRAULIC CONDUCTIVITY (K):	1.00 IN/HR (INCLUDES SAFETY FACTOR OF 2
EXFILTRATION (INTO SOIL):	0.004 CFS (=ROCK AREA X K)
ORIFICE #1 DIAMETER (D):	2 IN
ORIFICE #2 DIAMETER (D):	6 IN
ORIFICE FLOW:	VARIES CFS $(=3.78 D^2 HO^0.5$, WHERE D AND HO ARE IN FEET, AND CO=0.6)

FTP STANDARD HEIGHT CONFIGURATION

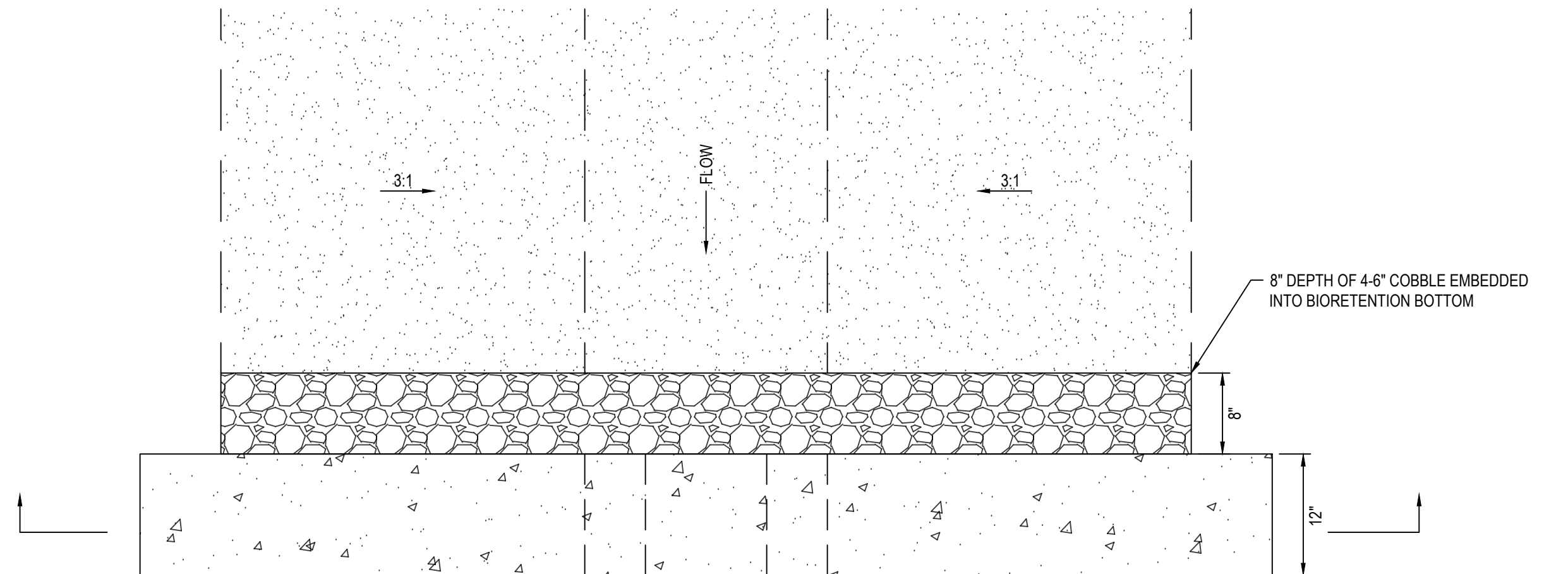
DESIGNATIONS (OPTIONS: -P, -T, -PT)	AVAILABILITY	MEDIA BAY SIZE	VAULT SIZE (W X L)	WEIR LENGTH/ MAX CURB OPENING	*MAX BYPASS FLOW (CFS)	INLET/OUTLET ACCESS DIA	TREE GRATE QTY & SIZE
FTPD0404	N/A CA	4 X 4	4 X 6	1'-8"	1.4	12"/12"	(1) 3' X 3'
FTPD04045	CA ONLY	4 X 4.5	4 X 6.5	1'-8"	1.4	12"/12"	(1) 3' X 3'
FTPD0406	N/A MID-ATL	4 X 6	4 X 8	1'-8"	1.4	12"/12"	(1) 3' X 3'
FTPD045058	MID-ATL ONLY	4.5 X 5.83	4.5 X 7.83	1'-8"	1.4	12"/12"	(1) 3' X 3'
FTPD0604	ALL	6 X 4	6 X 6	1'-8"	1.4	12"/12"	(1) 3' X 3'
FTPD0606	ALL	6 X 6	6 X 8	1'-8"	1.4	12"/12"	(1) 3' X 3'
FTPD0608	ALL	6 X 8	6 X 10	1'-8"	1.4	12"/12"	(1) 4' X 4'
FTPD0610	ALL	6 X 10	6 X 12	1'-8"	1.4	12"/12"	(1) 4' X 4'
FTPD0710	ALL	7 X 10	7 X 13	2'-6"	2.1	24"/24"	(1) 4' X 4'
FTPD08105	ALL	8 X 10.5	8 X 14	3'-0"	2.5	24"/24"	(1) 4' X 4'
FTPD08125	ALL	8 X 12.5	8 X 16	3'-0"	2.5	24"/24"	(2) 4' X 4'



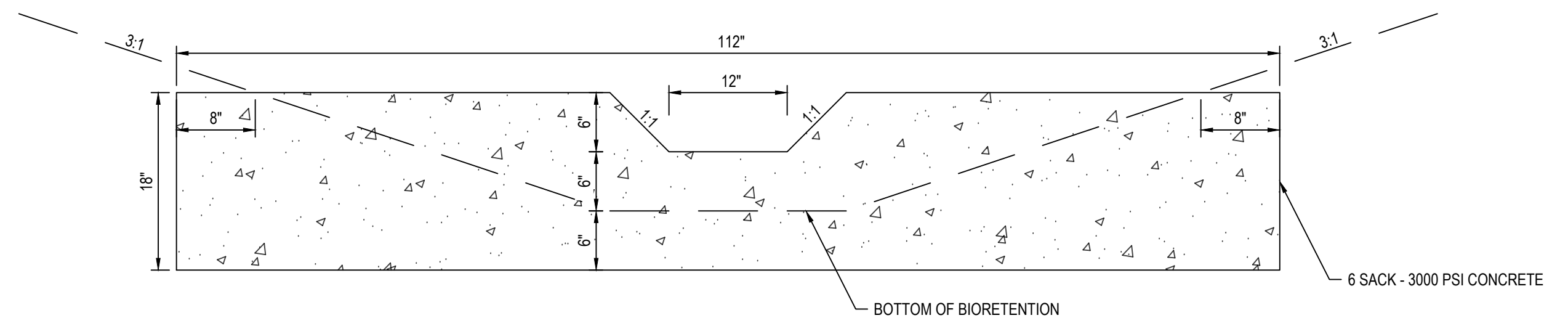
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A BIOFILTRATION BASIN DETAIL



PLAN VIEW

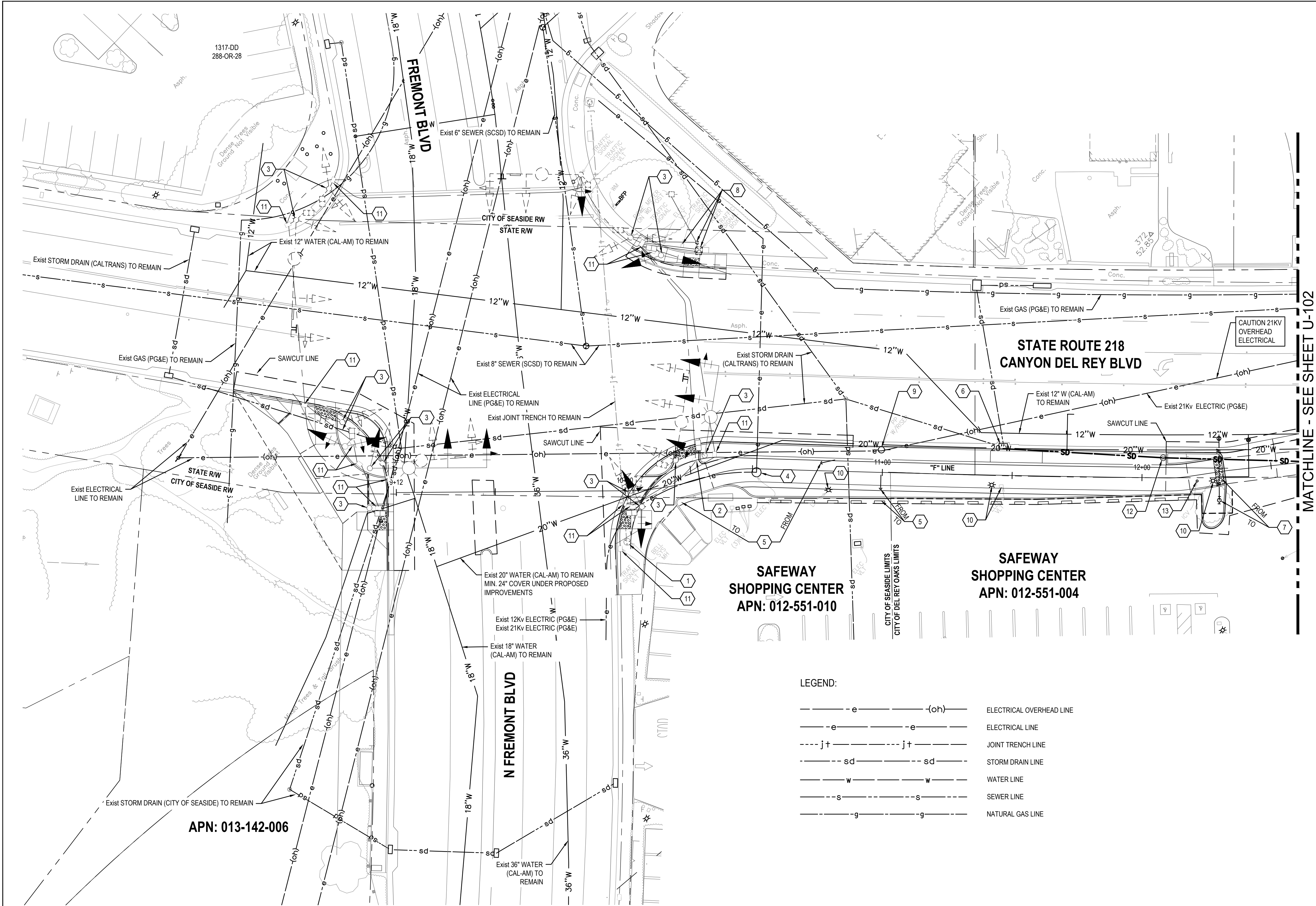


SECTION VIEW

B CONCRETE CHECK DAM DETAIL
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No.	Issue	Checked	Approved	Date												
Author	EM	Drafting Check	SG	Project Manager	L. VAN PARYS											
Designer	CO	Design Check	SG	Project Director	K. VEDULA											
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					11220281		APRIL 2023		AS SHOWN		SW-501		75 of 194			

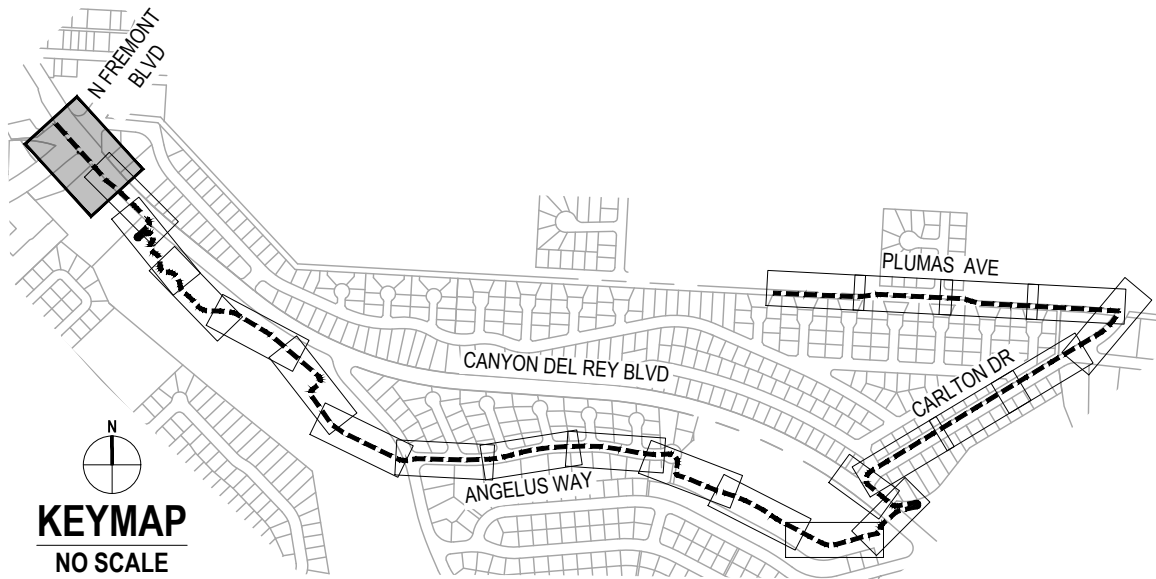


SHEET GENERAL NOTES	
1.	CONTRACTOR TO VERIFY EXACT DEPTH OF (E) UTILITIES PRIOR TO CONSTRUCTION.
2.	CONTRACTOR SHALL NOTIFY PG&E A MINIMUM OF 48 HOURS IN ADVANCE OF ANY EXCAVATIONS WITHIN 5' OF EXISTING ELECTRICAL AND/OR GAS LINES.
3.	CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING NEAR AND CROSSING THE EXISTING PG&E GAS AND ELECTRICAL LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPAIRS, AS WELL AS ALL ASSOCIATED COSTS IF UTILITIES ARE DAMAGED AS A RESULT OF PROJECT CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL CONFIRM EXACT LOCATION PRIOR TO ANY EXCAVATION ACTIVITIES AND SHALL NOTIFY PG&E, A MINIMUM OF 3 WORKING DAYS PRIOR TO ANY CONSTRUCTION ACTIVITY WITHIN 10 FEET OF THE UTILITIES.
4.	PIPELINE INSTALLATION SHALL MEET THE REQUIREMENTS OF THE DIVISION OF DRINKING WATER FOR THE SEPARATION OF WATER MAINS AND NON-POTABLE PIPELINES. SEPARATION AND CLEARANCE REQUIREMENTS ARE FROM THE PIPELINE EDGE-TO-EDGE.
5.	LONGITUDINAL BENDING SHALL NOT EXCEED THE MANUFACTURER'S RECOMMENDED MAXIMUM VALUE. JOINT DEFLECTION OF PVC PIPELINE IS NOT PERMITTED.
6.	CONTRACTOR TO LOCATE STREET LIGHT ELECTRICAL LINES PRIOR TO CONSTRUCTION.

SHEET KEYNOTES	
1.	ADJUST TO GRADE AT&T MANHOLE COVER.
2.	ADJUST TO GRADE ELECTRICAL PULL BOX.
3.	TRAFFIC SIGNAL POLE. SEE TRAFFIC SIGNAL MODIFICATION PLAN, SHEET T-101.
4.	ADJUST TO GRADE ELECTRICAL MANHOLE AND REPLACE MANHOLE LID WITH ADA COMPLIANT LID BY OTHERS (PG&E).
5.	UTILITY POLE GUY WIRE. TO BE RELOCATED BY OTHERS (PG&E).
6.	PROTECT IN PLACE EXISTING SDDI. CONNECT NEW PVC AREA DRAIN LINE FROM SHEET U-102.
7.	FIRE HYDRANT TO BE RELOCATED BY OTHERS (CAL-AM).
8.	PROTECT IN PLACE EXISTING SIGNAL EQUIPMENT.
9.	PROTECT IN PLACE UTILITY POLE (ONLY GUY WIRES TO BE RELOCATED).
10.	SEE LIGHTING PLANS FOR STREET LIGHT AND BOX RELOCATIONS.
11.	TRAFFIC SIGNAL PULL BOX. SEE TRAFFIC SIGNAL MODIFICATION PLAN, SHEET T-101.
12.	NEW SD CLEAN OUT AND NEW SD LINE, SEE CONTINUATION ON U-102.
13.	RELOCATE IRRIGATION CONTROL VALVE BEHIND NEW CURB.

UTILITY OWNER LIST	
UTILITY	OWNER
GAS	PG&E
ELECTRIC - DISTRIBUTION	PG&E
ELECTRIC - TRANSMISSION	PG&E
TELECOMMUNICATIONS	AT&T
TELECOMMUNICATIONS	COMCAST
WATER	CALIFORNIA-AMERICAN WATER COMPANY (CAL-AM)
SEWER	SEASIDE COUNTY SANITATION DISTRICT (SCSD)
STORM DRAIN	CITY OF SEASIDE (WITHIN CITY LIMITS, EXCLUDING HIGHWAY R/W)
STORM DRAIN	CITY OF DEL REY OAKS (WITHIN CITY LIMITS, EXCLUDING HIGHWAY R/W)
STORM DRAIN	CALTRANS (WITHIN HIGHWAY R/W)

CAUTION
HIGH VOLTAGE
OVERHEAD LINES IN
THIS AREA



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1 UTILITY PLAN

THIS PLAN TO BE USED FOR UTILITY INFORMATION ONLY

No.	Issue	Checked	Approved	Date
Author	EM	Drafting Check	SG	Project Manager
Designer	CO	Design Check	SG	Project Director
		L. VAN PARYS		
		K. VEDULA		



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Client
TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Project
FORTAG TRAIL PROJECT

Project No.
11220281

Date
APRIL 2023

Scale
AS SHOWN

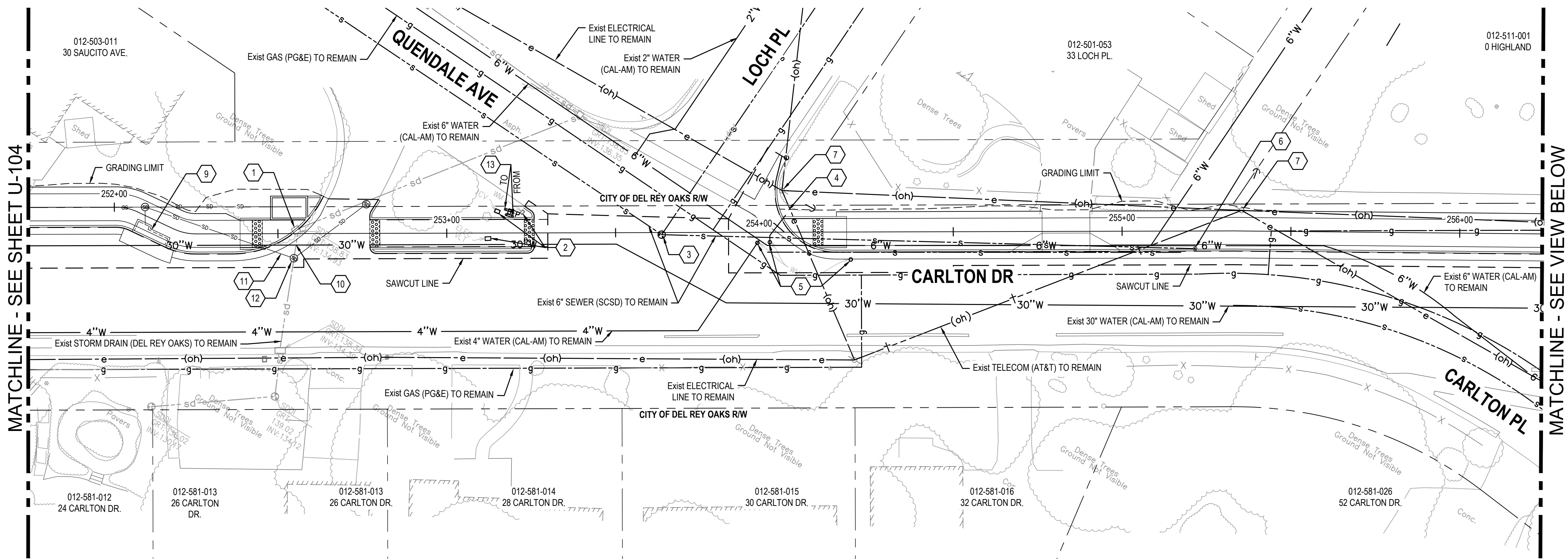
Title
UTILITY PLAN - 1

Size
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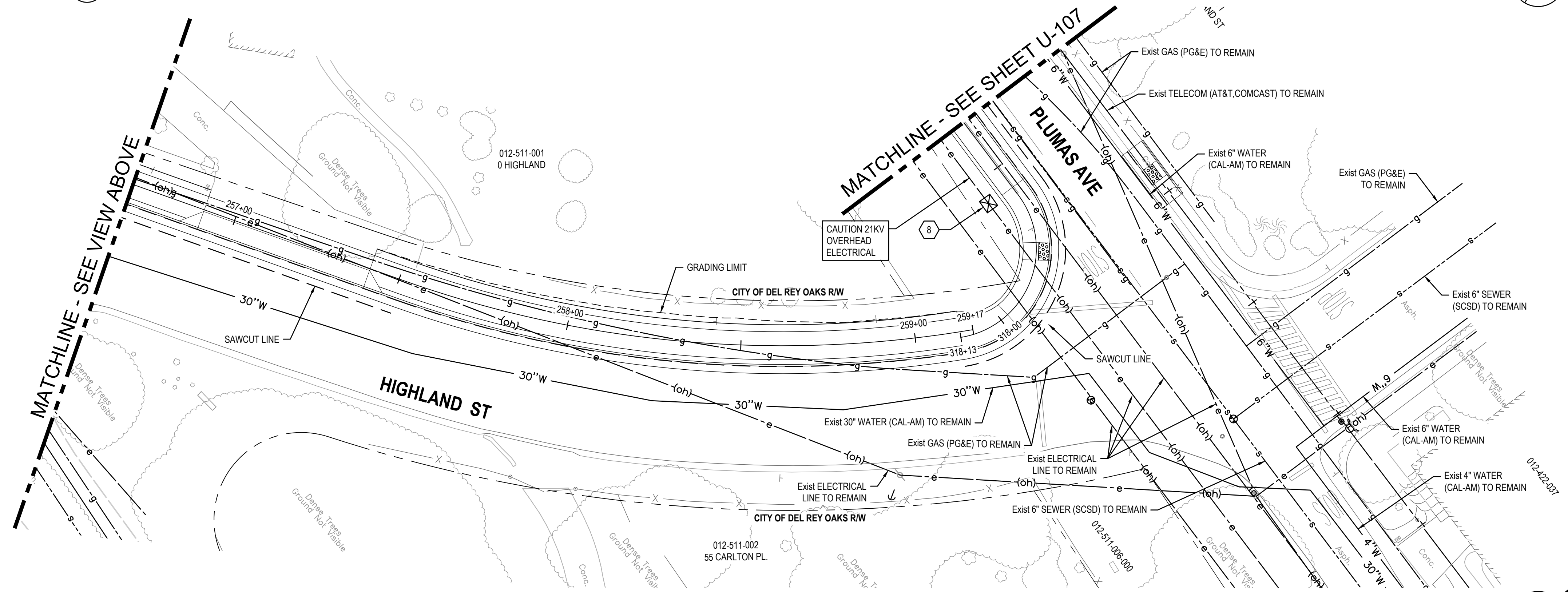
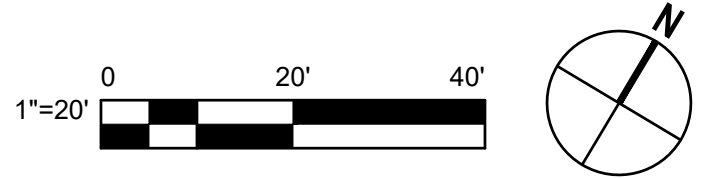
Status Code

Sheet No.
U-101

Sheet
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1 UTILITY PLAN



2 UTILITY PLAN

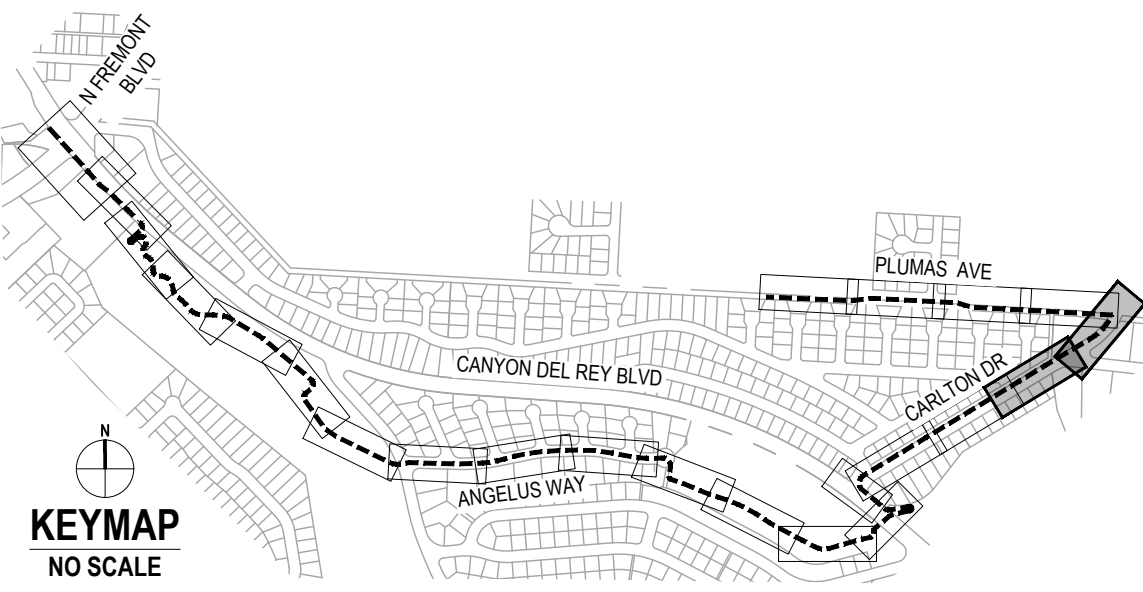


- SHEET GENERAL NOTES**
- CONTRACTOR TO VERIFY EXACT DEPTH OF (E) UTILITIES PRIOR TO CONSTRUCTION.
 - CONTRACTOR SHALL NOTIFY PG&E A MINIMUM OF 48 HOURS IN ADVANCE OF ANY EXCAVATIONS WITHIN 5' OF EXISTING ELECTRICAL AND OR GAS LINES.
 - CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING NEAR AND CROSSING THE EXISTING PG&E GAS AND ELECTRICAL LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPAIRS, AS WELL AS ALL ASSOCIATED COSTS IF UTILITIES ARE DAMAGED AS A RESULT OF PROJECT CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL CONFIRM EXACT LOCATION PRIOR TO ANY EXCAVATION ACTIVITIES AND SHALL NOTIFY PG&E, A MINIMUM OF 3 WORKING DAYS PRIOR TO ANY CONSTRUCTION ACTIVITY WITHIN 10 FEET OF THE UTILITIES.
 - PIPELINE INSTALLATION SHALL MEET THE REQUIREMENTS OF THE DIVISION OF DRINKING WATER FOR THE SEPARATION OF WATER MAINS AND NON-POTABLE PIPELINES. SEPARATION AND CLEARANCE REQUIREMENTS ARE FROM THE PIPELINE EDGE-TO-EDGE.
 - LONGITUDINAL BENDING SHALL NOT EXCEED THE MANUFACTURER'S RECOMMENDED MAXIMUM VALUE. JOINT DEFLECTION OF PVC PIPELINE IS NOT PERMITTED.
 - CONTRACTOR TO LOCATE STREET LIGHT ELECTRICAL LINES PRIOR TO CONSTRUCTION.

- SHEET KEYNOTES**
- SEE DRAINAGE PLANS.
 - ADJUST TO GRADE EXISTING IRRIGATION EQUIPMENT.
 - PROTECT IN PLACE EXISTING SEWER MANHOLE.
 - FIRE HYDRANT TO BE RELOCATED BY OTHERS.
 - ADJUST TO GRADE EXISTING WATER VALVE COVER.
 - ADJUST TO GRADE SEWER STRUCTURE.
 - PROTECT IN PLACE, EXISTING UTILITY POLE.
 - PROTECT IN PLACE EXISTING ELECTRICAL TRANSMISSION TOWER.
 - SEE DRAINAGE PLANS.
 - SEE DRAINAGE PLANS.
 - SEE DRAINAGE PLANS.
 - SEE DRAINAGE PLANS.
 - RELOCATE BACK FLOW PREVENTER (BFP).

UTILITY OWNER LIST	
UTILITY	OWNER
GAS	PG&E
ELECTRIC - DISTRIBUTION	PG&E
ELECTRIC - TRANSMISSION	PG&E
TELECOMMUNICATIONS	AT&T
TELECOMMUNICATIONS	COMCAST
WATER	CALIFORNIA-AMERICAN WATER COMPANY (CAL-AM)
SEWER	SEASIDE COUNTY SANITATION DISTRICT (SCSD)
STORM DRAIN	CITY OF SEASIDE (WITHIN CITY LIMITS, EXCLUDING HIGHWAY R/W)
STORM DRAIN	CITY OF DEL REY OAKS (WITHIN CITY LIMITS, EXCLUDING HIGHWAY R/W)
STORM DRAIN	CALTRANS (WITHIN HIGHWAY R/W)

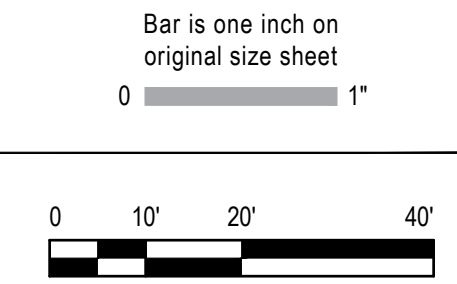
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OVERHEAD LINES IN
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No.	Issue	Checked	Approved	Date
Author	EM	Drafting Check	SG	Project Manager
Designer	CO	Design Check	SG	Project Director
		L. VAN PARYS		
		K. VEDULA		



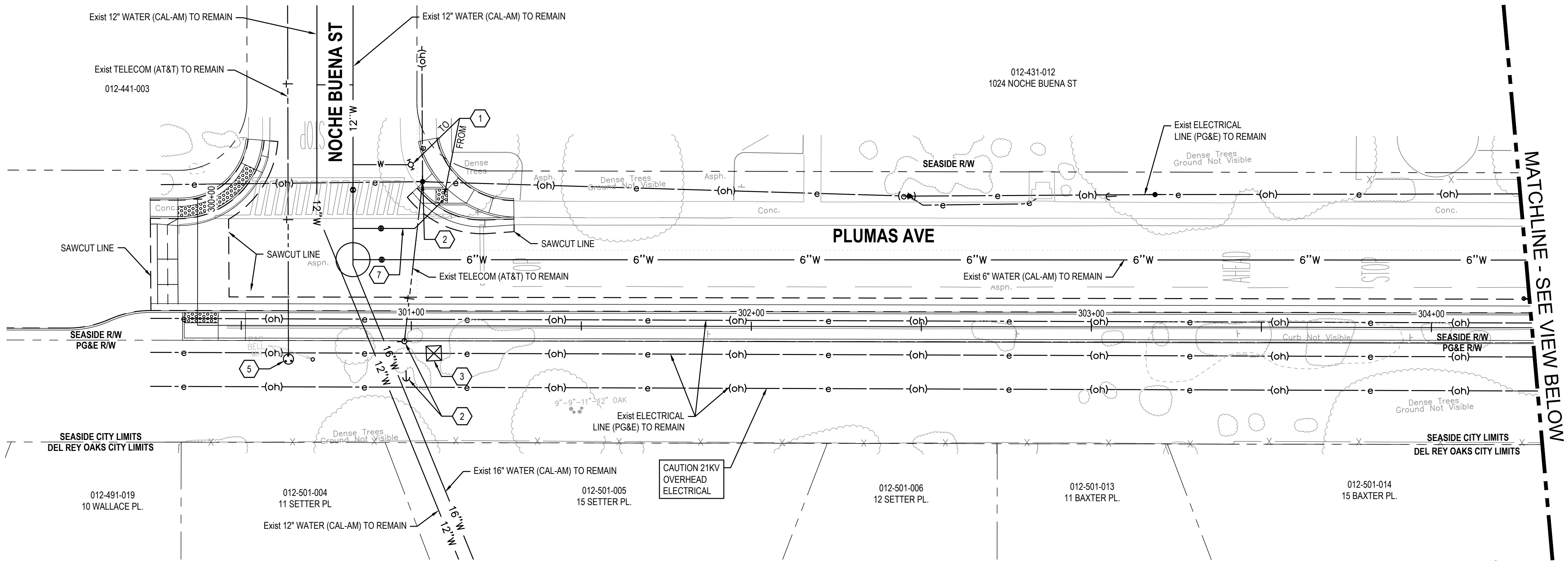
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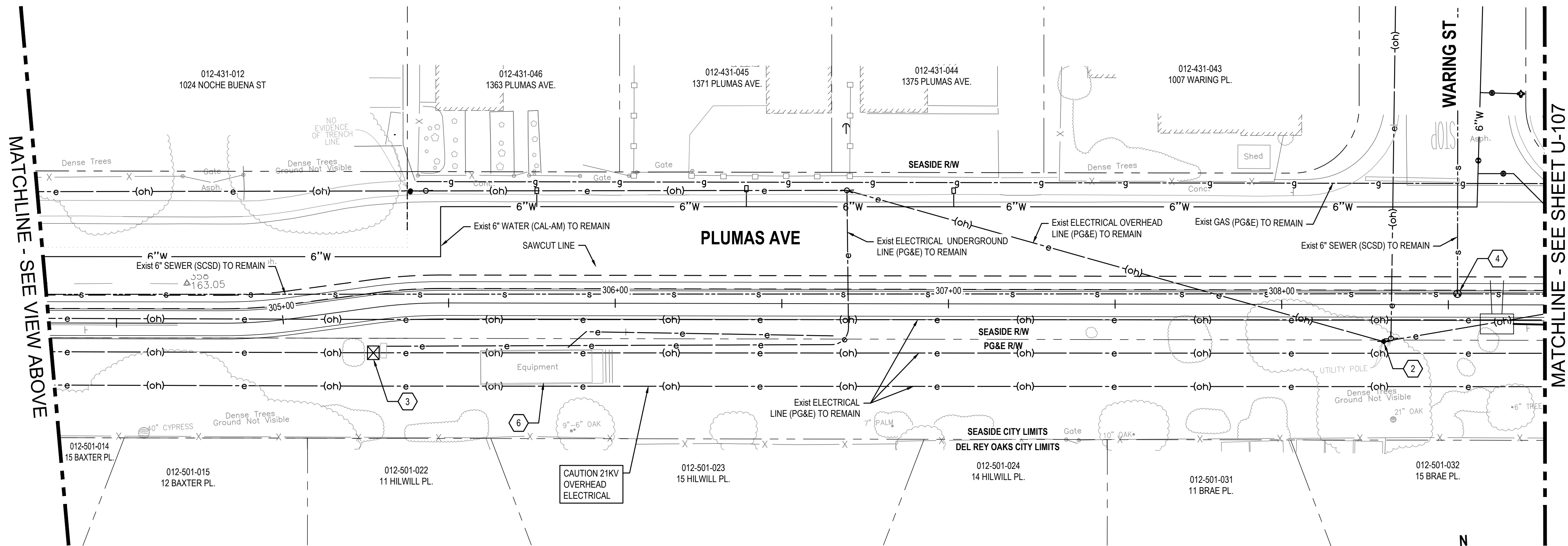


Client	TRANSPORTATION AGENCY FOR MONTEREY COUNTY
Project	FORTAG TRAIL PROJECT
Project No.	11220281
Date	APRIL 2023
Scale	AS SHOWN

Title	UTILITY PLAN - 5
Size	ANSI D
Status Code	
Sheet No.	U-105
Sheet	80 of 194



1 UTILITY PLAN



2 UTILITY PLAN

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SHEET GENERAL NOTES

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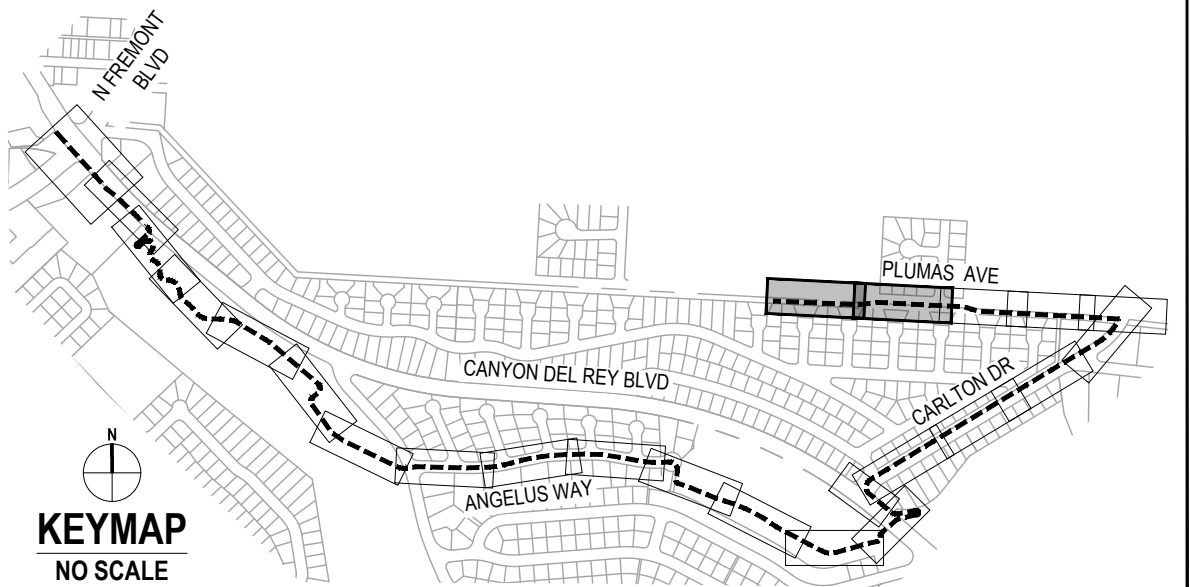
SHEET KEYNOTES

- FIRE HYDRANT TO BE RELOCATED BY OTHERS.
- PROTECT IN PLACE EXISTING UTILITY POLE AND GUY WIRE.
- PROTECT IN PLACE EXISTING ELECTRICAL TRANSMISSION TOWER.
- REMOVE EXISTING MANHOLE CONE AND CONSTRUCT OFFSET CONE. SEE SHEET _____ DETAIL _____.
- PROTECT COMMUNICATION MANHOLE.
- PROTECT IN PLACE EXISTING AT&T FACILITY.

UTILITY OWNER LIST

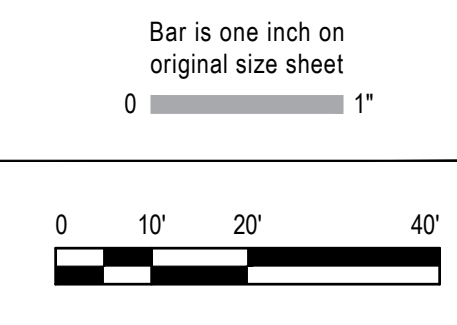
UTILITY	OWNER
GAS	PG&E
ELECTRIC - DISTRIBUTION	PG&E
ELECTRIC - TRANSMISSION	PG&E
TELECOMMUNICATIONS	AT&T
TELECOMMUNICATIONS	COMCAST
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STORM DRAIN	CALTRANS (WITHIN HIGHWAY R/W)

CAUTION
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No.	Issue	Checked	Approved	Date
Author	EM	Drafting Check	SG	Project Manager
Designer	CO	Design Check	SG	Project Director
				L. VAN PARYS
				K. VEDULA



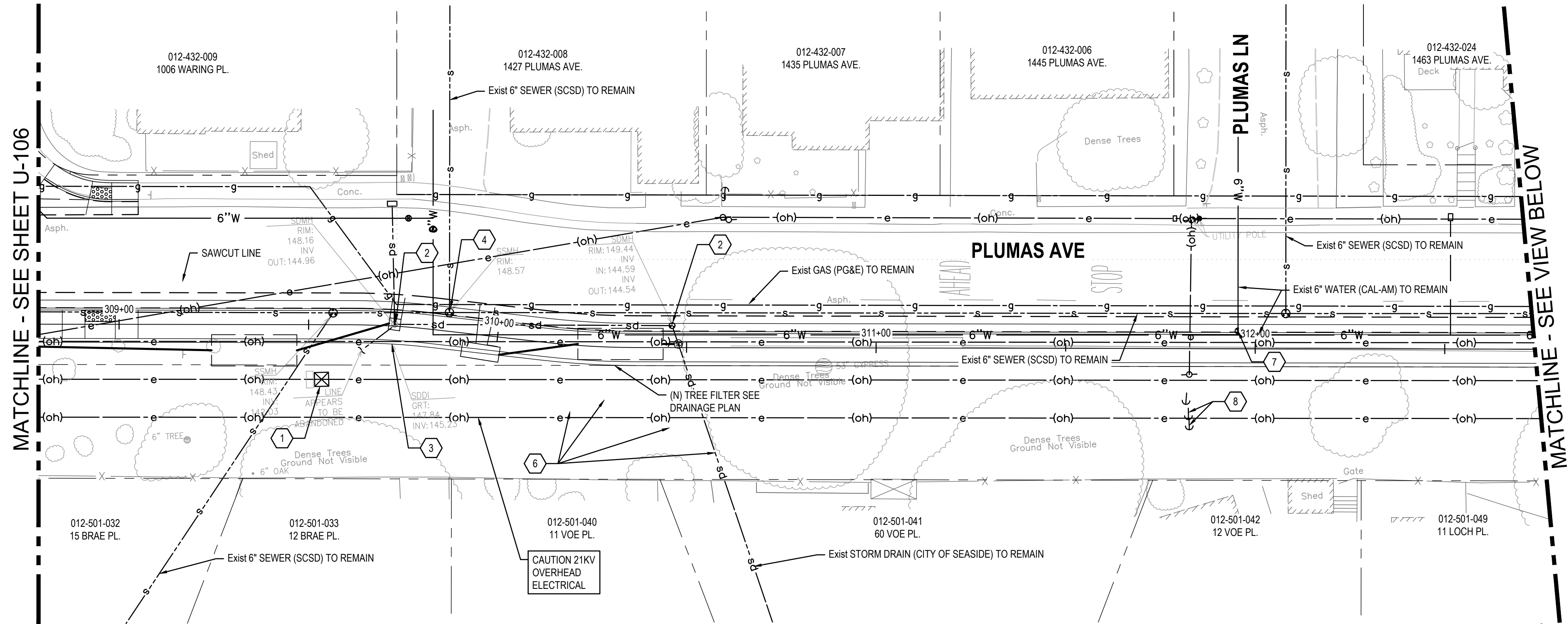
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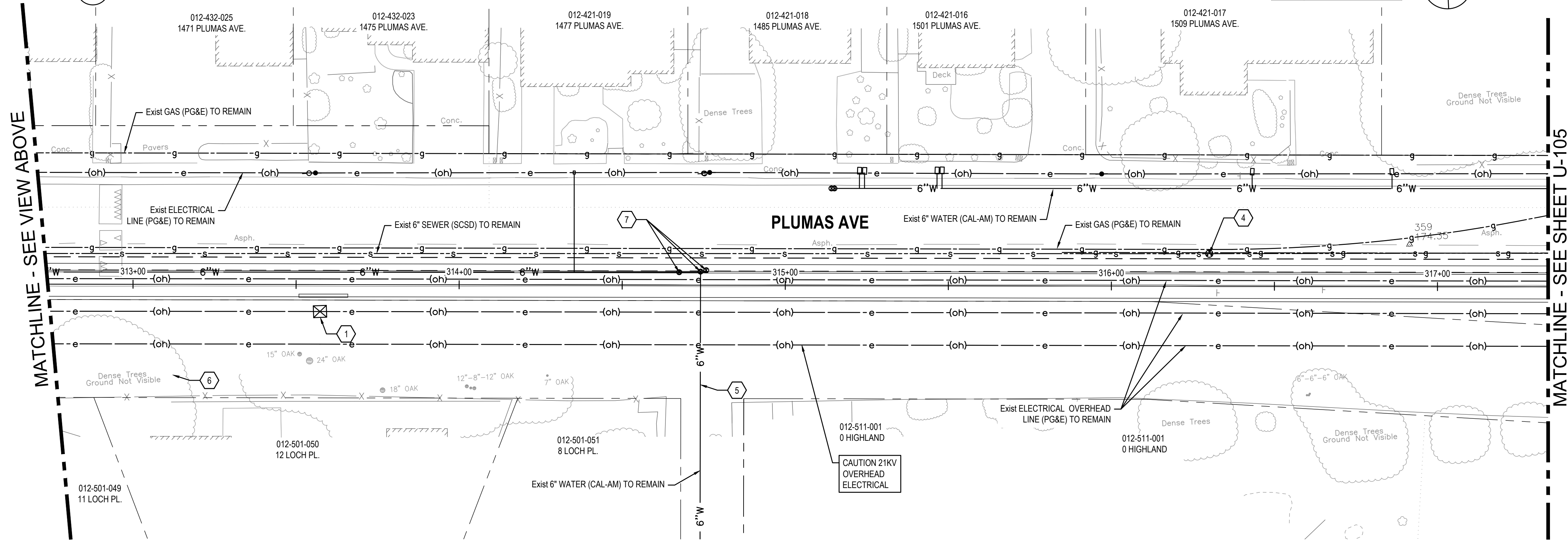
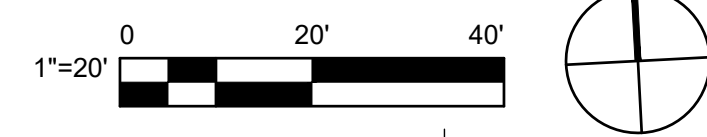


Client TRANSPORTATION AGENCY FOR MONTEREY COUNTY	Title UTILITY PLAN - 6
Project FORTAG TRAIL PROJECT	Project No. 11220281
Date APRIL 2023	Scale AS SHOWN

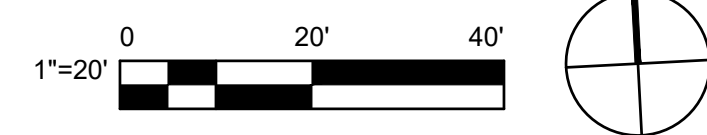
Size ANSI D	Status Code
Sheet No. U-106	Sheet 81 of 194



1 UTILITY PLAN



2 UTILITY PLAN



THIS PLAN TO BE USED FOR UTILITY INFORMATION ONLY

SHEET GENERAL NOTES

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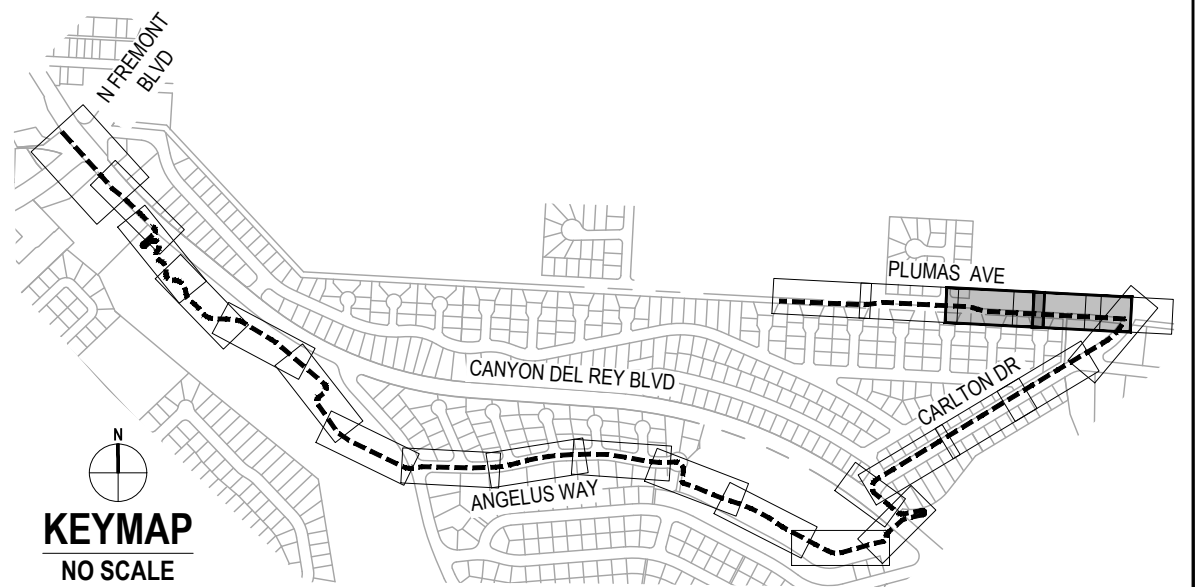
SHEET KEYNOTES

- PROTECT IN PLACE EXISTING ELECTRICAL TOWER.
- SEE DRAINAGE PLANS.
- SEE DRAINAGE PLANS.
- ADJUST TO GRADE EXISTING SEWER MANHOLE COVER.
- PROTECT IN PLACE EXISTING WATERLINE.
- SEE DRAINAGE PLANS.
- ADJUST TO GRADE EXISTING WATER VALVE.
- UTILITY POLE GUY WIRE TO BE RELOCATED BY OTHERS.

UTILITY OWNER LIST

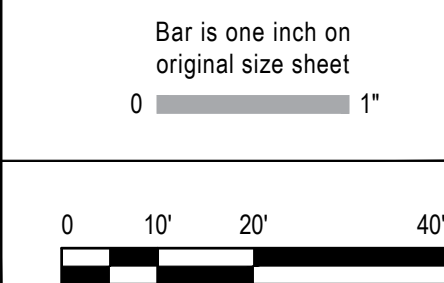
UTILITY	OWNER
GAS	PG&E
ELECTRIC - DISTRIBUTION	PG&E
ELECTRIC - TRANSMISSION	PG&E
TELECOMMUNICATIONS	AT&T
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No.	Issue	Checked	Approved	Date
Author	EM	Drafting Check	SG	
Designer	CO	Design Check	SG	
		Project Manager	L. VAN PARYS	
		Project Director	K. VEDULA	



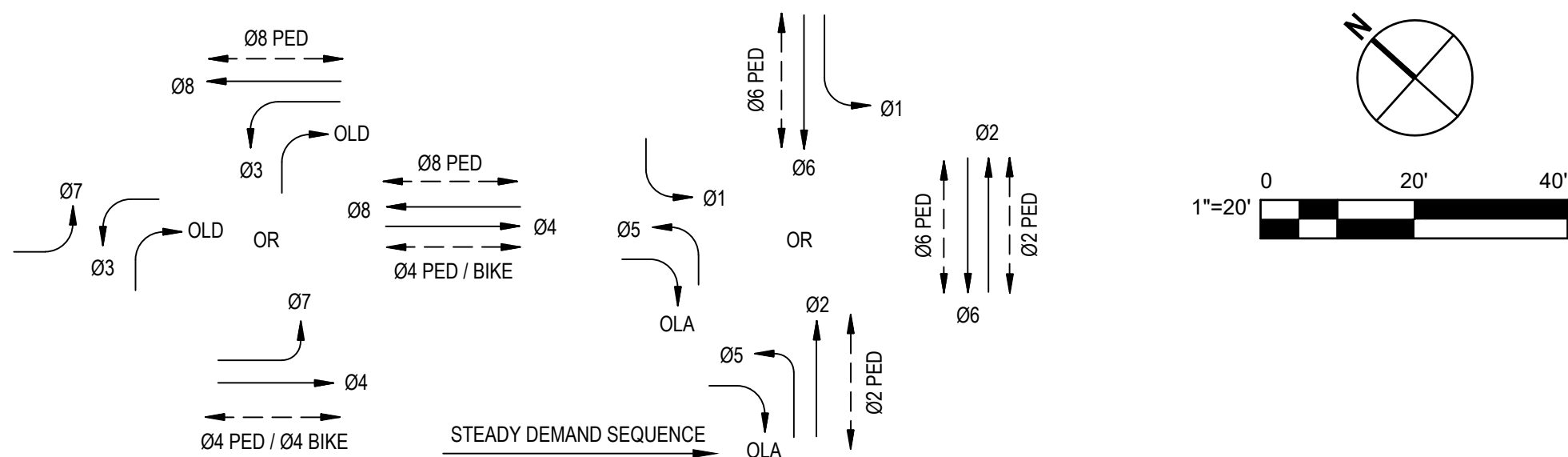
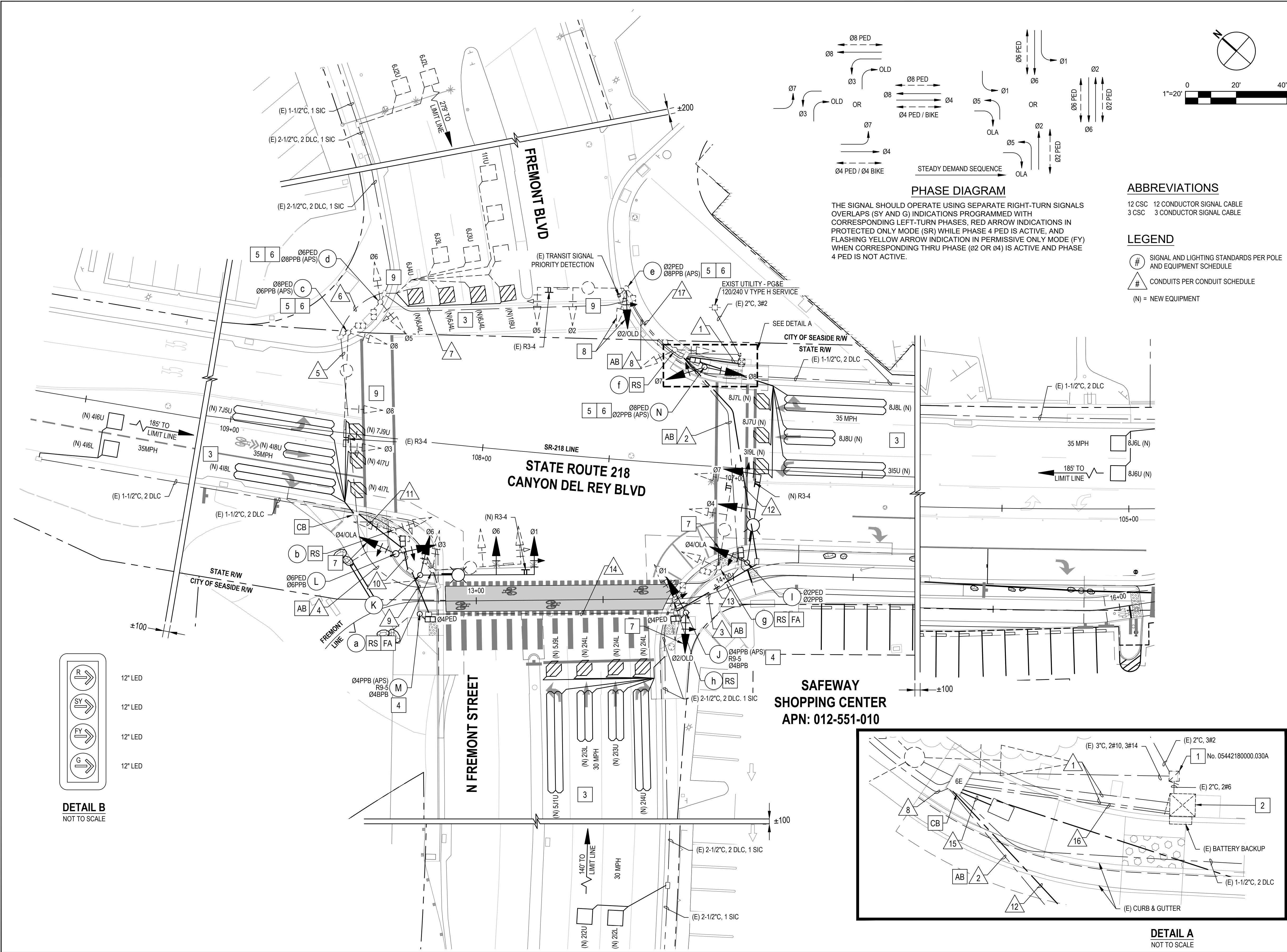
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Client TRANSPORTATION AGENCY FOR MONTEREY COUNTY	Title UTILITY PLAN - 7
Project FORTAG TRAIL PROJECT	
Project No. 11220281	Date APRIL 2023
	Scale AS SHOWN

Size ANSI D
Status Code
Sheet No. U-107
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PHASE DIAGRAM

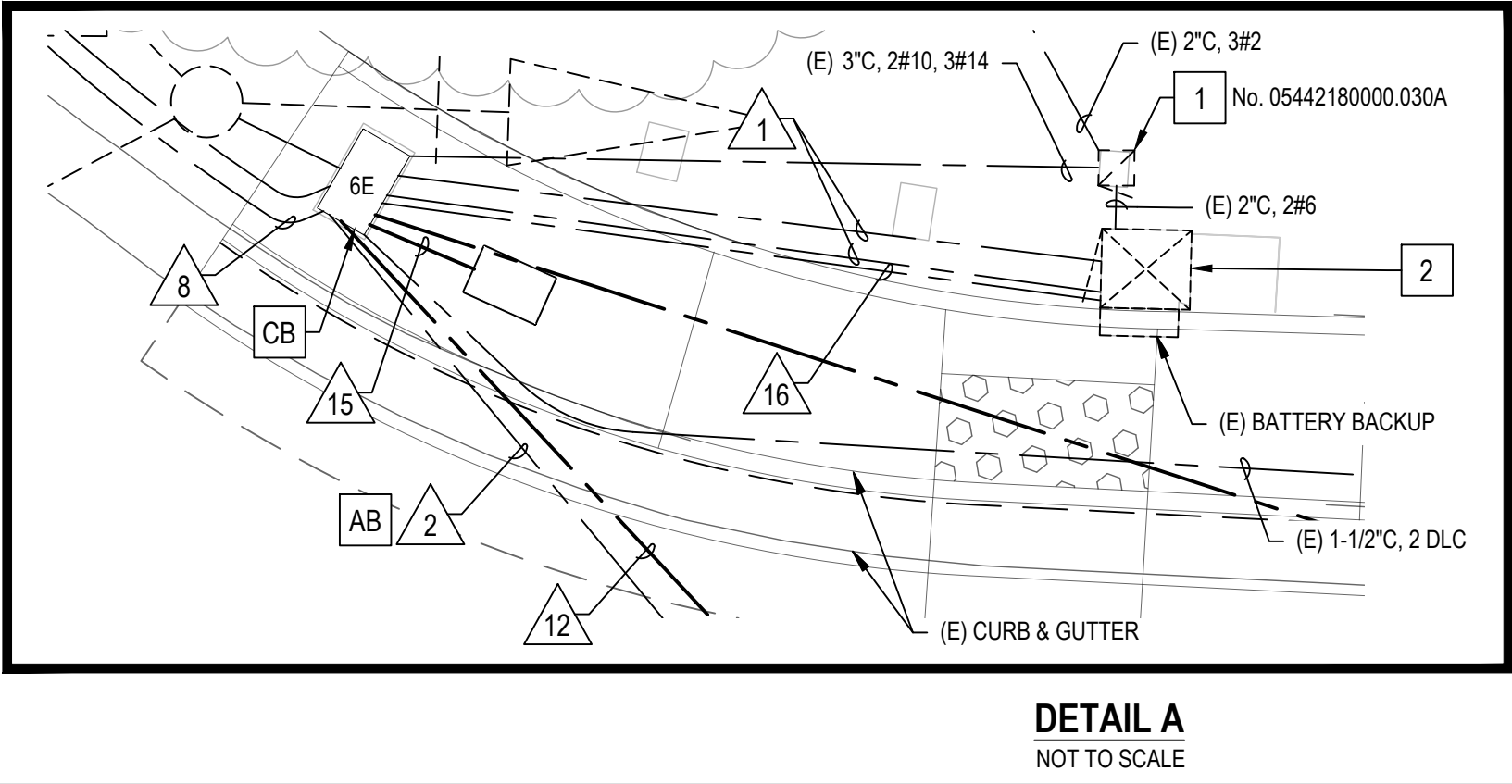
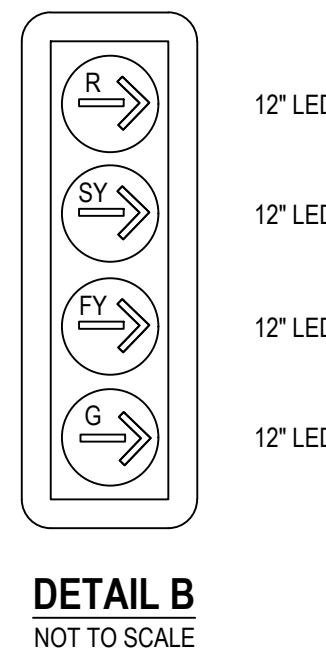
THE SIGNAL SHOULD OPERATE USING SEPARATE RIGHT-TURN SIGNALS OVERLAPS (SY AND G) INDICATIONS PROGRAMMED WITH CORRESPONDING LEFT-TURN PHASES, RED ARROW INDICATIONS IN PROTECTED ONLY MODE (SR) WHILE PHASE 4 PED IS ACTIVE, AND FLASHING YELLOW ARROW INDICATION IN PERMISSIVE ONLY MODE (FY) WHEN CORRESPONDING THRU PHASE (Ø2 OR Ø4) IS ACTIVE AND PHASE 4 PED IS NOT ACTIVE.

ABBREVIATIONS

12 CSC 12 CONDUCTOR SIGNAL CABLE
3 CSC 3 CONDUCTOR SIGNAL CABLE

LEGEND

SIGNAL AND LIGHTING STANDARDS PER POLE AND EQUIPMENT SCHEDULE
CONDUITS PER CONDUIT SCHEDULE
(N) = NEW EQUIPMENT



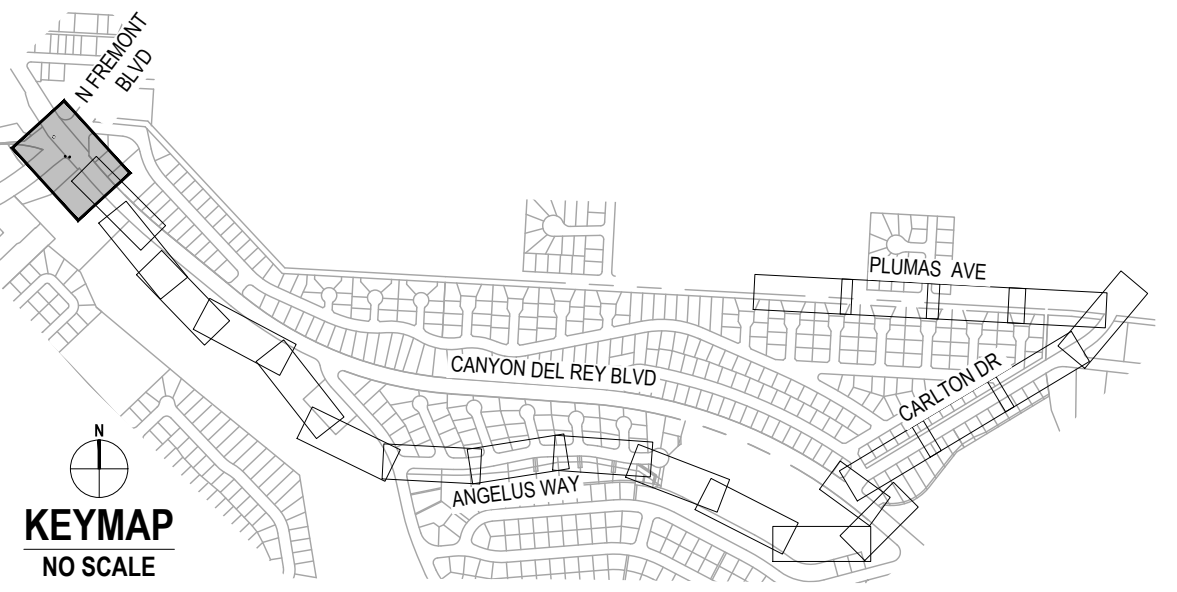
SHEET GENERAL NOTES (THIS SHEET ONLY)

- ALL WORK SHALL CONFORM TO STANDARD SPECIFICATION FOR PUBLIC WORKS CONSTRUCTION, STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS AND SPECIFICATION SHEETS.
- THE CONTRACTOR SHALL CONTACT THE RESIDENT ENGINEER 48 HOURS IN ADVANCE TO MARK THE LOCATIONS FOR THE PROPOSED POLE FOUNDATIONS. WHERE PROPOSED FOUNDATIONS ARE NEAR EXISTING UNDERGROUND UTILITIES, THE CONTRACTOR SHALL POTHOLE TO LOCATE THE EXISTING UTILITY SUBSTRUCTURES.
- CONTRACTOR SHALL CALL "UNDERGROUND ALERT" A MINIMUM OF 48 HOURS PRIOR TO COMMENCING ANY EXCAVATION. FOR UNDERGROUND LOCATION CALL 811. POLE ORDER AND SUBMITTAL SHALL BE PREPARED ONLY AFTER ALL UTILITY CONFLICTS HAVE BEEN VERIFIED IN THE FIELD BY THE RESIDENT ENGINEER.
- AN APPROVED SET OF PLANS SHALL BE ON THE JOB SITE DURING CONSTRUCTION.
- LOCATION OF CONTROLLER, SERVICE EQUIPMENT, STANDARDS, CONDUITS, PULL BOXES AND OTHER EQUIPMENT SHOWN ON THE PLANS ARE APPROXIMATE AND MAY BE CHANGED TO SUIT FIELD CONDITIONS OR AS DIRECTED BY THE ENGINEER.
- CONDUIT SHALL BE HIGH DENSITY POLYETHYLENE (HDPE) SCHEDULE 40, SMOOTH WALL, AS MANUFACTURED BY DURALINE OR APPROVED EQUAL. RIGID STEEL CONDUIT SHALL BE INSTALLED BETWEEN FOUNDATION AND NEAREST CURB BOX.
- THE CONTRACTOR SHALL CALL THE CITY OF SEASIDE AND CALTRANS 3 DAYS PRIOR TO THE ANTICIPATED TRAFFIC SIGNAL TURN ON.
- CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL. TRAFFIC CONTROL MEASURES SHALL CONFORM TO THE LAST EDITION OF THE CALIFORNIA MUTCD.
- FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
- ALL 12 CONDUCTOR CABLES SHALL BE WITHOUT SPLICES FROM CONTROLLER CABINET TO TERMINAL BLOCK AT SIGNAL POLE. ALL CONDUCTOR CABLES AND CONDUIT RUNS ARE TO BE FIELD FIT AS NEEDED TO AVOID ANY CONFLICT WITH UTILITIES.
- ALL VEHICLE SIGNALS, INCLUDING ARROWS, SHALL BE LIGHT EMITTING DIODE (LED) FURNISHED BY CONTRACTOR. (12" DIA. LENS).
- ALL PULL BOXES ARE NO. 5 UNLESS OTHERWISE NOTED.
- ANY EQUIPMENT OR MATERIAL THAT IS ABANDONED IN PLACE SHALL BE REMOVED WHEN IN CONFLICT.
- ALL BACKPLATES MUST HAVE REFLECTIVE BORDER.
- ALL PEDESTRIAN PUSHBUTTON ASSEMBLIES SHALL BE APS.
- ALL PEDESTRIAN SIGNALS SHALL HAVE LED COUNTDOWN PEDESTRIAN SIGNAL INDICATIONS.
- GHD SHALL NOT BE RESPONSIBLE FOR OR LIABLE FOR ANY UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THESE PLANS SHALL BE IN WRITING.

CONSTRUCTION NOTES (THIS SHEET ONLY)

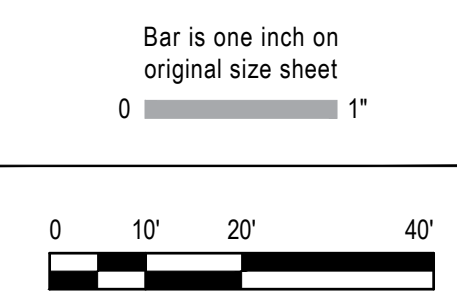
- EXISTING 120/240 TYPE III-BF SERVICE EQUIPMENT ENCLOSURE TO REMAIN WITH 3-WIRE, SINGLE PHASE, 100A MAIN CB, WITH CIRCUIT AS SHOWN:

No.	AMPERES	VOLTS	POLES	LOAD	METER	PHOTOELECTRIC CONTROL TYPE	SPECIAL REQUIREMENTS
1	50A	120	1	TRAFFIC SIGNAL	YES	-	EXISTING
2	30	240	2	HIGHWAY LIGHTING	NO	TYPE II PEC	EXISTING
3	15	120	1	SPARE	NO	-	EXISTING
- EXISTING CONTROLLER CABINET WITH 2070 CONTROLLER.
- EXISTING DETECTOR LOOPS.
- Ø4 PEDESTRIAN AND BIKE PUSHBUTTONS SHALL SHARE SAME INPUT FILE, FOR SIGNAL ACTUATION.
- REMOVE AND REPLACE EXISTING PEDESTRIAN SIGNAL INDICATIONS WITH PEDESTRIAN COUNTDOWN SIGNAL INDICATIONS.
- REMOVE AND REPLACE EXISTING PEDESTRIAN PUSHBUTTONS WITH ACCESSIBLE PEDESTRIAN SYSTEM (APS).
- FURNISH AND INSTALL 4-SECTION RIGHT-TURN SIGNAL HEAD, SEE DETAIL B.
- REMOVE AND SALVAGE EXISTING SIGNAL. FURNISH AND INSTALL 4-SECTION RIGHT-TURN SIGNAL HEAD, SEE DETAIL B.
- ALL SIGNAL BACKPLATES SHALL HAVE REFLECTIVE BORDER. WHERE EXISTING BACKPLATE IS MISSING OR DAMAGED, CONTRACTOR SHALL REPLACE.



100% SUBMITTAL

No.	Issue	Author	EM	Drafting Check	SG	Project Manager	L. VAN PARYS	Checked	Approved	Date
1		Designer	CO	Design Check	SG	Project Director	K. VEDULA			

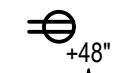
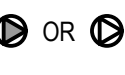
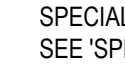
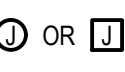
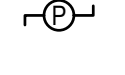
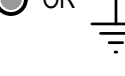
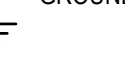
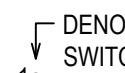
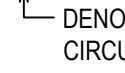
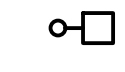
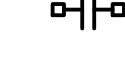
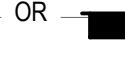
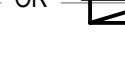
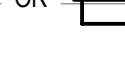
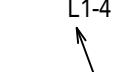
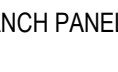
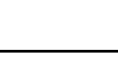
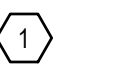
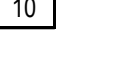
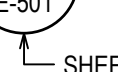
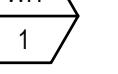


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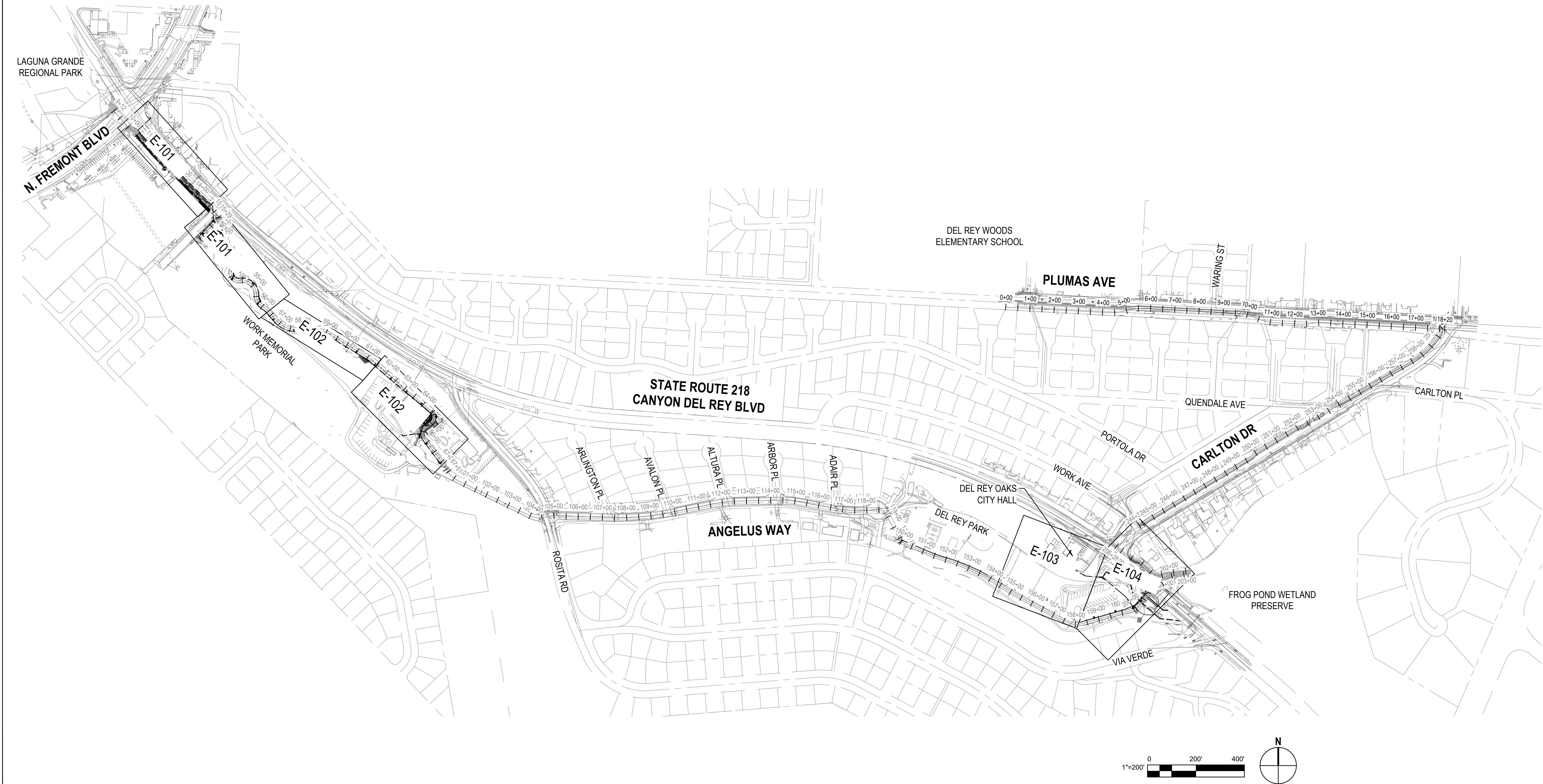


Client	TRANSPORTATION AGENCY FOR MONTEREY COUNTY
Project	FORTAG TRAIL PROJECT
Project No.	11220281
Date	APRIL 2023
Scale	AS SHOWN

Title	TRAFFIC SIGNAL MODIFICATION PLAN AT N FREMONT BLVD AND SR 218
Status Code	
Sheet No.	T-101
Sheet	84 of 194

ABBREVIATIONS		ELECTRICAL SYMBOLS LEGEND		GENERAL ELECTRICAL NOTES																								
	(D) (E) (F) (N)	DEMOLISH EXISTING FUTURE NEW	POWER  DUPLEX RECEPTACLE, 20A 125V 2P 3W, GROUNDING TYPE, MOUNTING HEIGHT: +18" AFF UON ↑ DENOTES HEIGHT IN INCHES AFF (INTERIOR) AFG (EXTERIOR)  OR  SPECIAL PURPOSE RECEPTACLE AS DESIGNATED SEE 'SPECIAL SYMBOLS' ON EACH SHEET  OR  JUNCTION BOX, CODE SIZED UON  POWER POLE: P=POWER, T=TELEPHONE, D=DATA, C=COMBINATION  OR  GROUND ROD  GUY WIRE AND ANCHOR SWITCHING  DENOTES SWITCH 1a CIRCUIT AND SWITCH DESIGNATION FOR LIGHTING FIXTURE  DENOTES RELAY 6RS CIRCUIT AND RELAY DESIGNATION FOR LIGHTING FIXTURES (SEE CORRESPONDING LIGHTING CONTROL PANEL RELAY SCHEDULE)  PHOTO CONTROL SWITCH  OCCUPANCY SENSOR LIGHTING  OUTDOOR SITE LIGHT, POLE MOUNTED LUMINAIRE  DOWN LIGHT FIXTURE SCHEMATIC  CONTACT - NORMALLY CLOSED  CONTACT - NORMALLY OPEN EQUIPMENT  MAIN SWITCHBOARD  DISTRIBUTION PANEL BOARD  COMBINATION METER/MAIN SERVICE PANEL  OR  BRANCH CIRCUIT PANEL BOARD, SURFACE OR FLUSH MOUNTED  OR  LIGHTING CONTROL PANEL  OR  SIGNAL TERMINAL CABINET OR CONTROL PANEL SURFACE OR FLUSH MOUNTED  SIGNAL TERMINAL BACKBOARD  N30 CONCRETE UNDERGROUND HAND HOLE (NUMBER DENOTES CHRISTY SIZE)  T OR  TRANSFORMER	CONDUIT ———— CONDUIT INSTALLED ABOVE GRADE ----- CONDUIT INSTALLED UNDERGROUND OR UNDER SLAB - - - - - CONDUIT STUB-OUT WITH CAP  FLEXIBLE CONDUIT WHIP TO LIGHT FIXTURE OR EQUIPMENT  INDICATES CIRCUIT BREAKER I.D.  CONDUIT HOME RUN TO DESIGNATED PANEL, TERMINAL, OR CONTROL CABINET EXAMPLES:  L1-4 INDICATES BRANCH PANEL  COMMA INDICATES MULTIPLE SINGLE POLE CIRCUITS  SLASH INDICATES MULTI-POLE CIRCUIT NOTE FOR CONDUIT: THE TIC MARKS INDICATE THE QUANTITY OF #12 AWG WIRES OR, IF INDICATED, THE QUANTITY OF OTHER SIZE WIRE OR CABLES. SEE THE SINGLE LINE DIAGRAM FOR FEEDER SIZES. EXAMPLES:  = (3) #12  = (2) #10  = (1) TYPE F1 CABLE. SEE CABLE SCHEDULE. OBJECT LINES  NEW OBJECTS (HEAVY CONTINUOUS LINES, UNDERGROUND CONDUIT HEAVY DASHED LINES)  EXISTING OBJECTS TO REMAIN. MAY INCLUDE NEW CIRCUITING ETC. (FINE CONTINUOUS LINES, UNDERGROUND CONDUIT FINE DASHED LINES)  EXISTING OBJECTS TO BE DEMOLISHED (EXTRA FINE DASHED LINES, SCREENED) ANNOTATION  KEYNOTE  RACEWAY, FEEDER OR CIRCUIT DESIGNATION (SEE SCHEDULE)  DENOTES TYPE A 180 LIGHTING FIXTURE TYPE DESIGNATION (SEE SCHEDULE) ↑ DENOTES WATTS  DETAIL NUMBER 1 E-501 DETAIL INDICATOR ↑ SHEET NUMBER ON WHICH DETAIL APPEARS  SECTION LETTER A E-301 SECTION INDICATOR ↑ SHEET NUMBER ON WHICH SECTION APPEARS  MECHANICAL EQUIPMENT DESIGNATION (SEE SCHEDULE)	1. ALL WORK SHALL CONFORM TO THE LATEST ADOPTED VERSION OF THE CALIFORNIA ELECTRICAL CODE (CEC), AND ALL RECOGNIZED CODES OF THE AUTHORITY HAVING JURISDICTION. 2. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN ALL EQUIPMENT IN A SAFE AND RESPONSIBLE MANNER. KEEP DEAD FRONT EQUIPMENT IN PLACE WHILE EQUIPMENT IS ENERGIZED. CONDUCT ALL CONSTRUCTION OPERATIONS IN A SAFE MANNER FOR EMPLOYEES AS WELL AS OTHER WORK PERSONS OR ANYONE VISITING THE JOB SITE. PROVIDE BARRIERS, FLAGS, TAPE, ETC. AS REQUIRED TO MAINTAIN SAFETY. 3. PRIOR TO COMMENCING WORK ON EXISTING SYSTEMS OR WHERE EXISTING SYSTEMS REQUIRE TEMPORARY SHUT DOWNS, COORDINATE WITH OWNERS REPRESENTATIVE. WHERE DISCONNECTING, MODIFYING OR WORKING ON EXISTING EQUIPMENT OR SYSTEMS, PROVIDE A WRITTEN METHOD OF PROCEDURE OUTLINING DATES, TIMES, DURATION AND DESCRIPTION OF PROPOSED WORK FOR APPROVAL PRIOR TO COMMENCING WORK. WORK ON EXISTING EQUIPMENT SHALL NOT COMMENCE UNTIL WRITTEN AUTHORIZATION IS GIVEN BY THE OWNERS REPRESENTATIVE. 4. ALL EQUIPMENT SHALL BE LISTED AND LABELED PER RECOGNIZED ELECTRICAL TESTING LABORATORY AND INSTALLED PER THE LISTING REQUIREMENTS AND THE MANUFACTURERS INSTRUCTIONS. 5. ALL EQUIPMENT SHALL BE GROUNDED PER THE REQUIREMENTS OF CEC ARTICLE 250. EQUIPMENT GROUNDING CONDUCTORS SHALL BE INSTALLED IN ALL POWER SYSTEM RACEWAYS. 6. CONTRACTOR RESPONSIBLE FOR FIELD VERIFICATION OF ALL DIMENSIONS PRIOR TO CONSTRUCTION. DRAWINGS INDICATE THE REQUIRED EQUIPMENT, DEVICES, FIXTURES, ETC. AND THEIR RELATED CIRCUITING REQUIREMENTS. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF THE DEVICE LOCATIONS WITH ALL DISCIPLINES. 7. UNLESS SPECIFICALLY INDICATED OTHERWISE, ALL EQUIPMENT INDICATED SHALL BE CONSIDERED NEW AND PROVIDED BY THE CONTRACTOR COMPLETE, INSTALLED, TESTED AND FUNCTIONING. 8. MAINTAIN AS BUILT CONDITIONS OF THE INSTALLATION DURING CONSTRUCTION AND SUBMIT THE FINAL CONSTRUCTED CONDITIONS TO THE OWNER/ARCHITECT FOR THEIR RECORDS.																							
					SHEET INDEX <table><tr><th>SHEET NUMBER</th><th>SHEET TITLE</th></tr><tr><td>E-001</td><td>ELECTRICAL SYMBOLS LEGEND ABBREVIATIONS AND GENERAL NOTES</td></tr><tr><td>E-002</td><td>LIGHTING OVERVIEW PLAN</td></tr><tr><td>E-101</td><td>LIGHTING PLAN 1</td></tr><tr><td>E-102</td><td>LIGHTING PLAN 2</td></tr><tr><td>E-103</td><td>LIGHTING PLAN 3</td></tr><tr><td>E-104</td><td>LIGHTING PLAN 4</td></tr><tr><td>E-501</td><td>ELECTRICAL DETAILS 1</td></tr><tr><td>E-502</td><td>ELECTRICAL DETAILS 2</td></tr><tr><td>E-601</td><td>ELECTRICAL SINGLE LINE DIAGRAMS AND SCHEDULES</td></tr><tr><td>E-701</td><td>TITLE 24 DOCUMENTS</td></tr></table>		SHEET NUMBER	SHEET TITLE	E-001	ELECTRICAL SYMBOLS LEGEND ABBREVIATIONS AND GENERAL NOTES	E-002	LIGHTING OVERVIEW PLAN	E-101	LIGHTING PLAN 1	E-102	LIGHTING PLAN 2	E-103	LIGHTING PLAN 3	E-104	LIGHTING PLAN 4	E-501	ELECTRICAL DETAILS 1	E-502	ELECTRICAL DETAILS 2	E-601	ELECTRICAL SINGLE LINE DIAGRAMS AND SCHEDULES	E-701	TITLE 24 DOCUMENTS
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Project No. 11220281		Date APRIL 2023						Scale AS SHOWN		Sheet No. E-001		Sheet 88 of 194	
No. Issue		Checked Approved Date											
Author	EOA	Drafting Check	CAR	Project Manager	L. VAN PARYS								
Designer	EOA	Design Check	CAR	Project Director	K. VEDULA								



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Designer	SR, TH, LP	Design Check LP	Project Director K. VEDULA	



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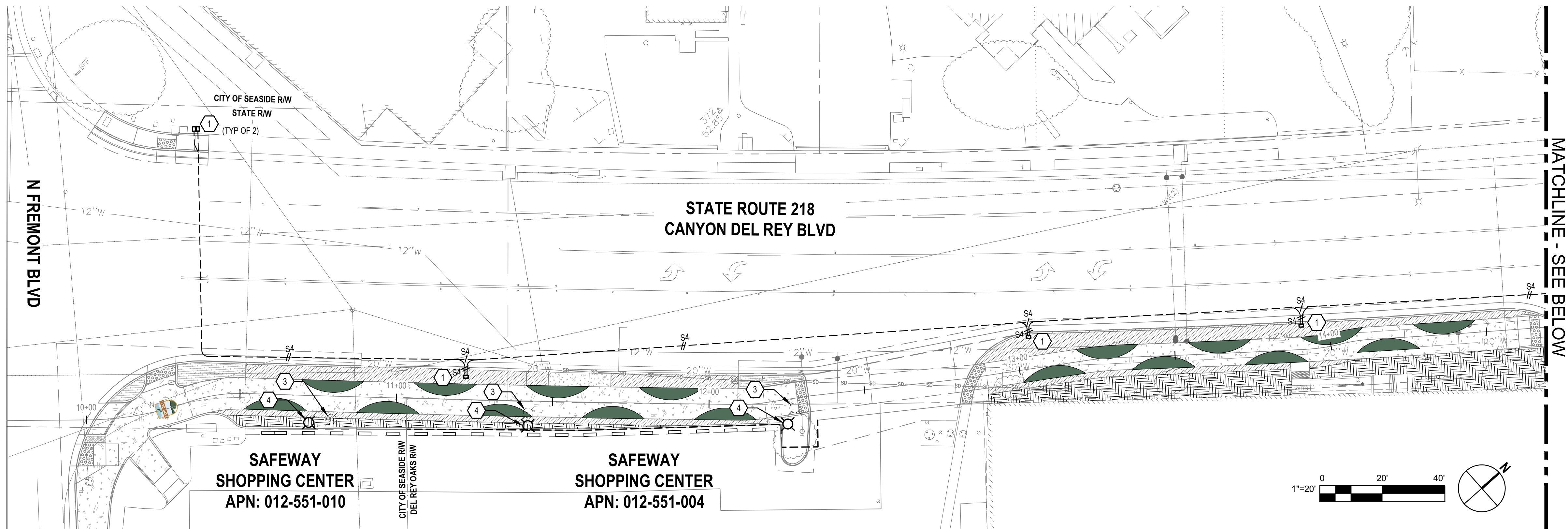
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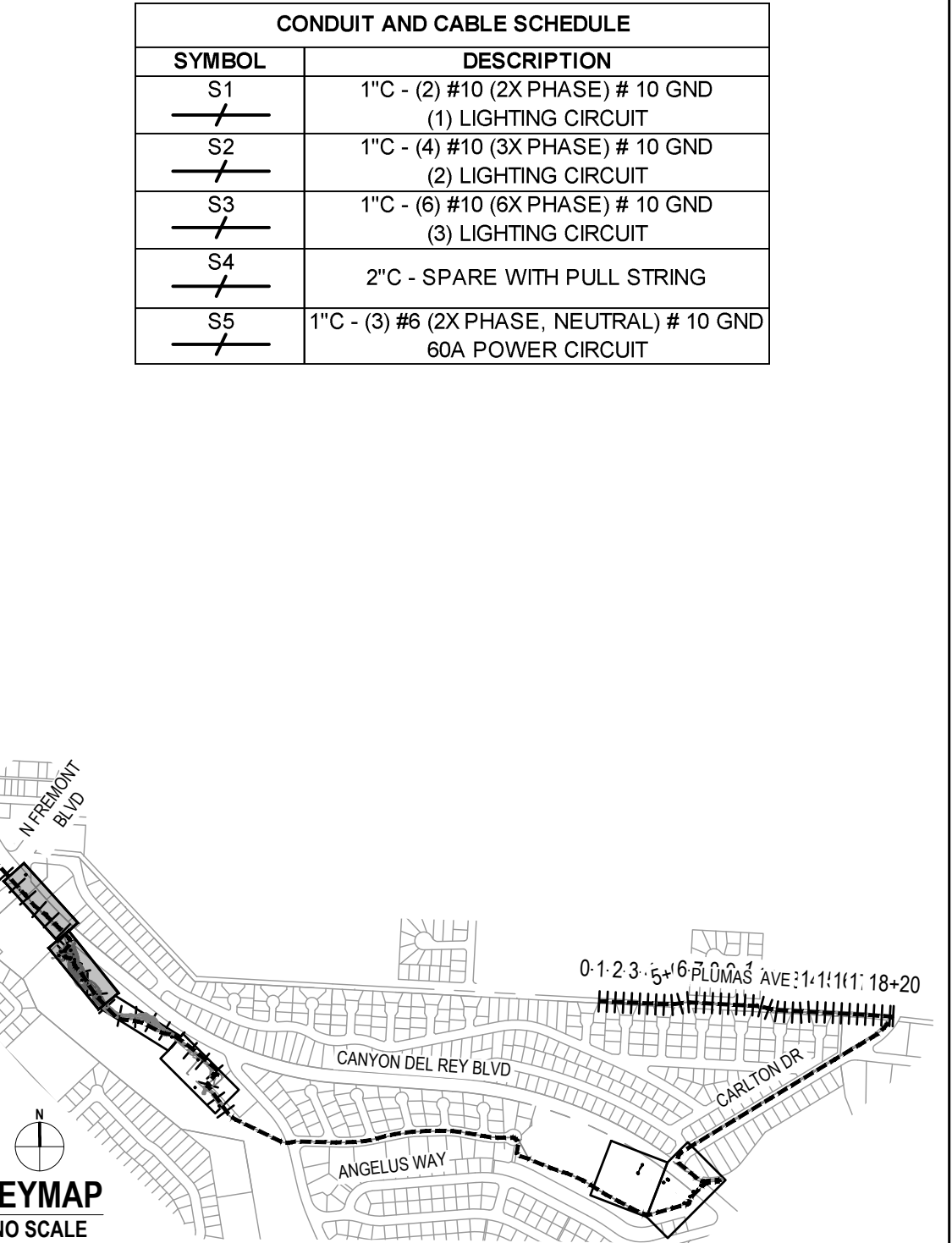
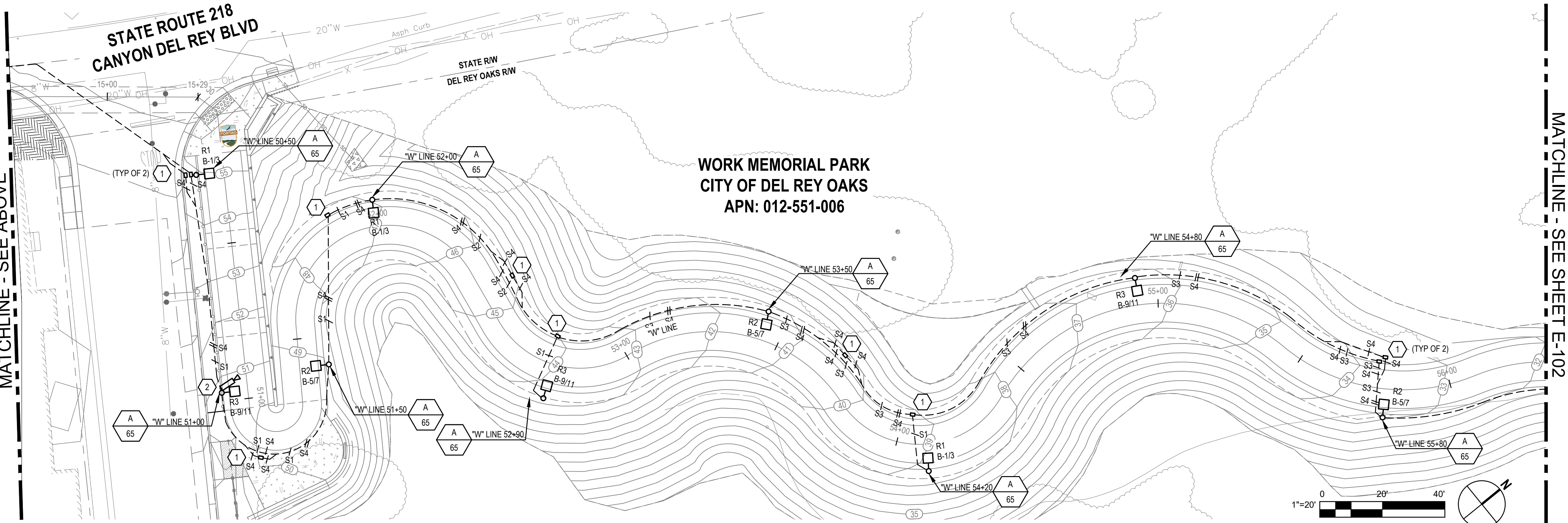
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- SHEET GENERAL NOTES**
- LOCATION OF (E) UTILITIES & STRUCTURE ARE APPROXIMATE. VERIFY ALL LOCATIONS AND SUBSURFACE CONDITIONS PRIOR TO START OF WORK.
 - COORDINATE ALL TRENCHING AND INSTALLATION OF ELECTRICAL EQUIPMENT WITH EXISTING INFRASTRUCTURE.
 - PROVIDE LIGHT FIXTURE AS INDICATED. SEE FIXTURE SCHEDULE ON SHEET E-601 FOR DETAILS.
 - PROVIDE CONDUIT IN TRENCH PER DETAIL 3 ON SHEET E-501.
 - PROVIDE LIGHT FIXTURE COMPLETE WITH 15' POLE, CONCRETE POLE BASE, AND LED LUMINAIRE. SEE DETAIL 1 ON SHEET E-501 FOR CONCRETE POLE FOUNDATION.
 - PROVIDE LIGHTING POWER CIRCUITS AS INDICATED ON CONDUIT AND CABLE SCHEDULE THIS SHEET.
 - IN ADDITION TO PULL BOXES SHOWN ON PLANS PROVIDE LIGHT FIXTURE PULL BOX AS SHOWN ON DETAIL 1 SHEET E-501.
 - UG CONDUIT SHALL BE FIELD ROUTED APPROXIMATELY AS SHOWN ON PLANS TO CONFORM WITH PATHWAY SLOPES.
 - COORDINATE LIGHT POLE ANCHOR BOLTS AND OR LUMINAIRE MOUNTING AS REQUIRED TO ORIENT LIGHT FIXTURE AS SHOWN ON PLANS.
- SHEET KEYNOTES**
- PROVIDE PULLBOX, CHRISTY B1017 WITH BASE AND COVER OR EQUAL. SEE DETAIL 3 ON SHEET E-502.
 - PROVIDE NEMA 3R BOX FOR CAMERA CONNECTIONS AND ACCESSORIES. CAMERA SYSTEM TYPE TBD. SEE DETAIL 7 ON SHEET E-502.
 - DISCONNECT AND REMOVE COMPLETE LIGHT POLE AND FIXTURE, PRESERVE AND PREPARE TO RELOCATE. PRESERVE POWER LIGHTING CIRCUIT AND PREPARE TO EXTEND TO NEW LOCATION. REMOVE POLE FOUNDATION.
 - PROVIDE CONCRETE POLE FOUNDATION AND PULL BOX PER DETAIL 1 ON SHEET E-501 AND RECONNECT EXISTING LIGHT POLE TO MATCH EXISTING CONDITIONS. PROVIDE SPLICE IN PULL BOX AND EXTEND POWER LIGHTING CIRCUIT AS NEEDED TO RELOCATED LIGHT FIXTURE.



No.	Issue	Checked	Approved	Date
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Designer	E.OSORNO	Design Check	C.RICHARDS	Project Director
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11220281

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APRIL 2023

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DESIGN ASSUMPTIONS:

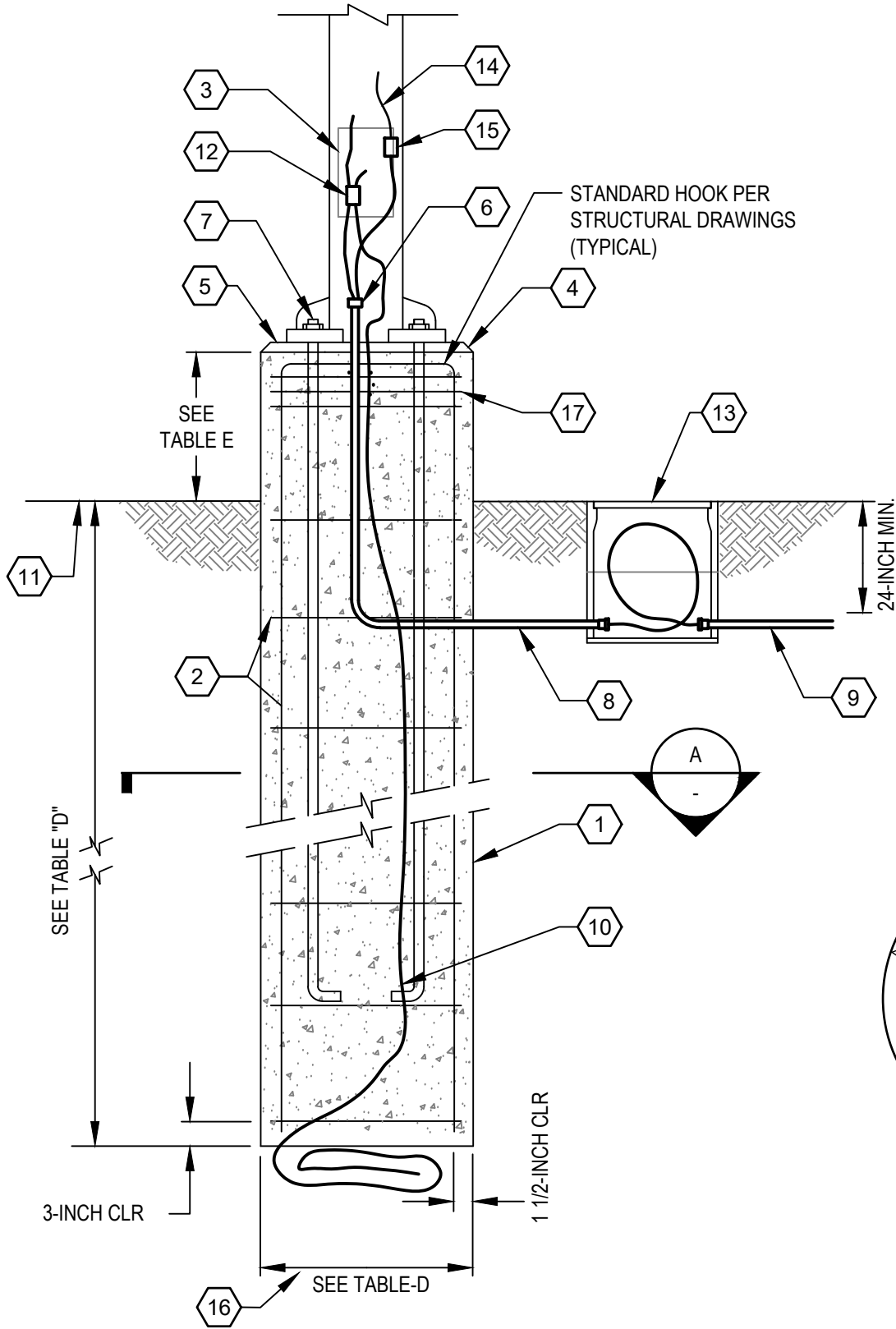
THE FOUNDATION DESIGN SET FORTH IN THIS DETAIL IS BASED ON THE FOLLOWING PARAMETERS. FOUNDATION REQUIREMENTS MAY DIFFER DEPENDING ON GEOGRAPHIC LOCATION, LUMINAIRE SIZE AND CONFIGURATION, POLE SIZE AND CONFIGURATION AS WELL AS SOIL CONDITIONS. THE DESIGN PROFESSIONAL SHALL VERIFY THAT THE FOUNDATION DESIGN PROVIDED MEETS OR EXCEEDS THAT REQUIRED FOR THE PROJECT IN WHICH THIS DETAIL IS BEING USED. THIS DESIGN ASSUMES THAT WIND LOAD GOVERNS OVER SEISMIC LOADING FOR THE LIGHT POLE FOUNDATION DESIGN.

DESIGN CODES: 2019 CALIFORNIA BUILDING CODE (2019 CBC) USING ASCE 7-16, CHAPTER 29, FOR WIND LOADS AND THE POLE FOUNDATION FORMULAS AS SET FORTH IN 2019 CBC SECTION 1807A.3.2.

EFFECTIVE PROJECTED AREA (EPA):
LUMINAIRE: 5-FT²
POLE: 0.5-FT x POLE HEIGHT
BOLLARD BASE: 2-FT²

RISK CATEGORY: II
BASIC WIND SPEED: 110 MPH
DIRECTIONALITY FACTOR 'K_d': 0.95
EXPOSURE CATEGORY: C
TOPOGRAPHIC FACTOR 'K_z': 1.0
GUSS EFFECT FACTOR 'G': 0.85
VELOCITY PRESSURE COEFFICIENT 'K_c':
0 FT - 15 FT: 0.85
15 FT - 20 FT: 0.90
20 FT - 25 FT: 0.94
25 FT - 30 FT: 0.98
30 FT - 35 FT: 1.01
VELOCITY PRESSURE: q = 0.00256K_dK_zK_cV² (PSF)
FORCE COEFFICIENT 'C_f':
0 FT - 15 FT: 0.64
15 FT - 25 FT: 0.70
25 FT - 35 FT: 0.86
WIND FORCE: F = q_eC_fA_f

SOIL TYPE: CLAY SOIL PER TABLE 1806A.2



POLE HEIGHT	POLE BASE DEPTH (H)		
	CONSTRAINED*	NON-CONSTRAINED	MIN DIAMETER
0 FT - 4 FT (BOLLARD)	18-INCH	24-INCH	12-INCH
4 FT - 15 FT	39-INCH	52-INCH	18-INCH
15 FT - 25 FT	54-INCH	72-INCH	18-INCH
25 FT - 35 FT	66-INCH	87-INCH	18-INCH

*LATERAL CONSTRAINT IS PROVIDED AT THE GROUND SURFACE SUCH AS BY A RIGID FLOOR OR CONCRETE PAVEMENT OR ASPHALT PAVEMENT.

GENERAL NOTES:

- ALL CONCRETE SHALL BE NORMAL WEIGHT, WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS.
- ALL REINFORCING SHALL BE ASTM A615, F_y = 60 KSI. NO WELDING OF ANY REINFORCING IS PERMITTED.

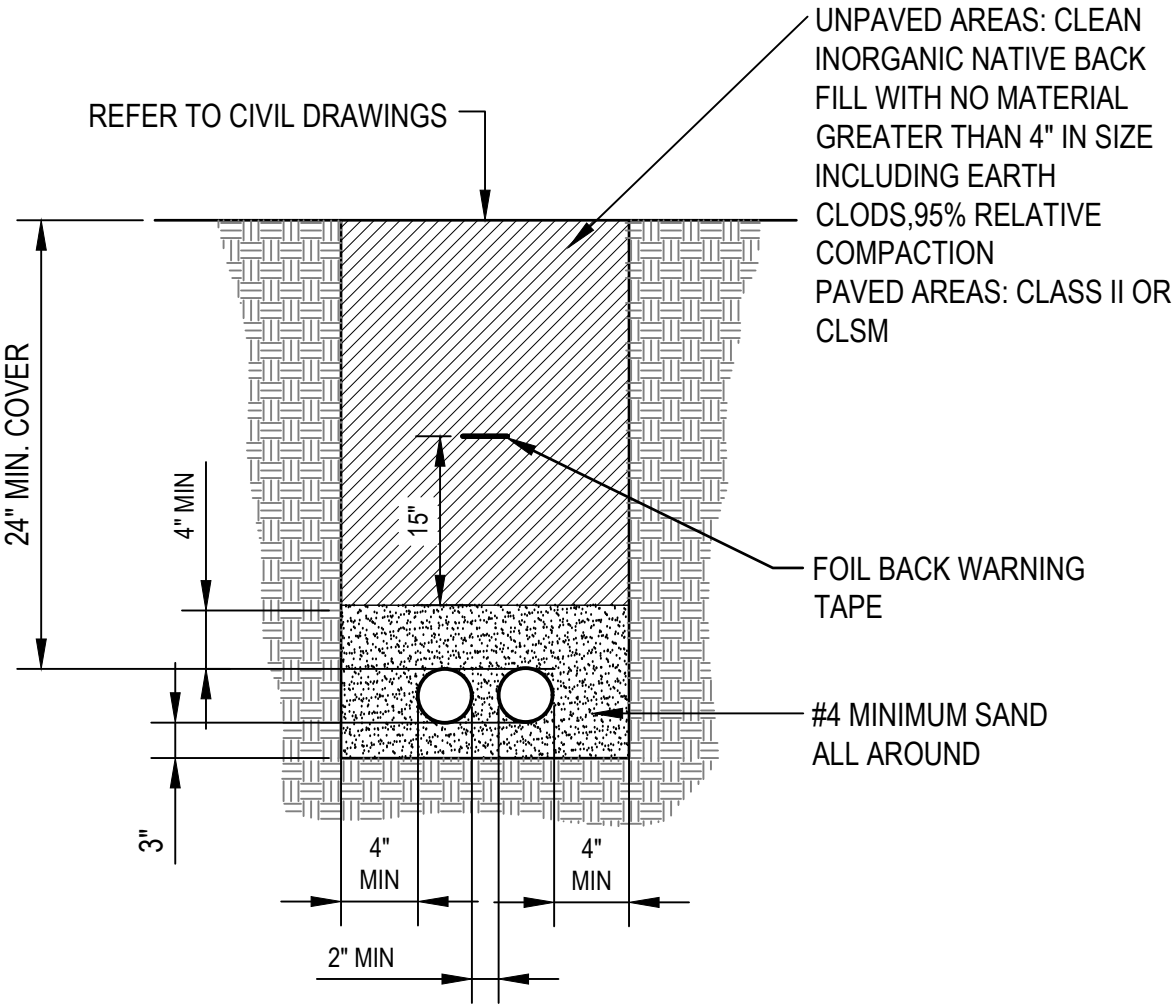
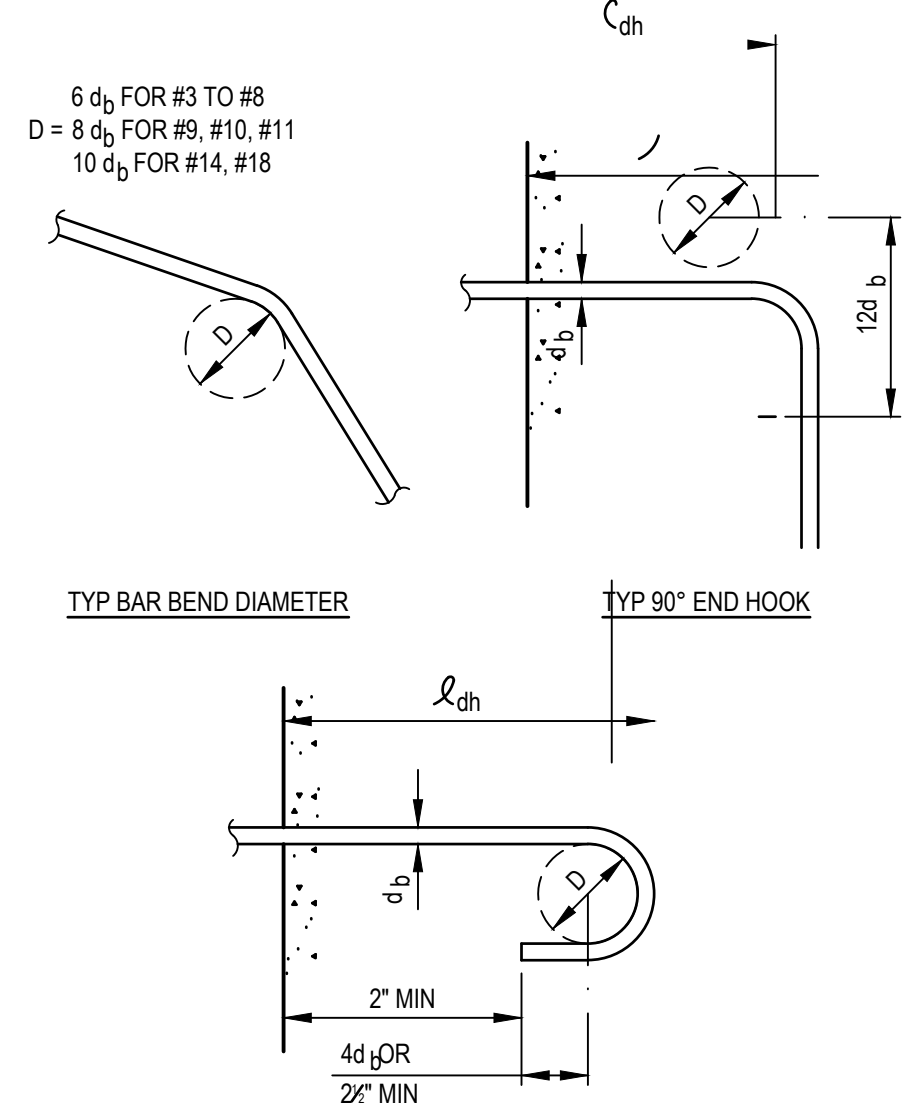
DETAIL NOTES:

- POURED IN PLACE ROUND CONCRETE SUPPORT BASE.
- 6- NO. 6 VERTICAL BARS WITH NO. 3 TIES @ 12-INCH O.C. SEE NOTE 18.
- ACCESS HAND-HOLE.
- 3/4-INCH - 45° CHAMFER ALL AROUND.
- GROUT IN ALL AROUND BETWEEN BOTTOM OF POLE BASE FOLLOWING POLE ERECTION AND FINAL LEVELING.
- STUB CONDUIT UP INTO POLE BASE WIRING CAVITY. (IF RGS TERMINATE WITH GROUNDING BUSHING.)
- PROVIDE SUPPORT AND LEVELING NUTS ON TOP AND BOTTOM OF POLE BASE MOUNTING PLATE. MOUNTING PLATE AND MOUNTING BOLTS SHALL BE PER MANUFACTURERS BOLT PATTERN. LENGTH SHALL BE PER MANUFACTURERS SPECIFICATIONS. WITH 2'-0" MIN. EMBEDMENT INTO CONCRETE POLE BASE.
- TYPICAL PVC CONDUIT, 3/4-INCH MIN, WITH CONDUCTORS AS INDICATED ON DRAWINGS. 1/2" ACCEPTABLE FOR BOLLARD FIXTURES.
- TYPICAL INCOMING EXTERIOR BRANCH CIRCUIT CONDUIT AND WIRING FROM U.G. CONDUITS.
- (1) #4 AWG BARE COPPER GROUND. COIL 30-INCH AT BOTTOM OF FOUNDATION.
- TOP OF SODDED GRADE, SIDEWALK OR ASPHALT PAVING AS INDICATED ON THE RESPECTIVE AREA SITE PLAN.
- BOLTED TYPE WIRE GROUND CONNECTOR.
- ELECTRICAL BOX, CHRISTY B2436. ALL SPLICES SHALL BE MADE IN THE PULL BOX AND SHALL BE WATERPROOF, CAST TYPE.
- WIRING TO LIGHT FIXTURE. CONNECT COMPLETE.
- WATERPROOF IN-LINE FUSES.
- WHERE THERE ARE EXISTING POLE MOUNTED FIXTURES ON THE JOB SITE, MODIFY DIAMETER OF POLE BASE TO MATCH EXISTING. MINIMUM DIAMETER SHALL BE AS NOTED.
- LATERAL REINFORCEMENT SHALL BE DISTRIBUTED WITHIN 5-INCHES OF THE TOP OF THE COLUMN AND SHALL CONSIST OF 2-NO. 4 OR 3-NO. 3 BARS. (PER ACI3-18, SECTION 10.7.6.1.6)

TABLE-E	
POLE LOCATION	BASE HEIGHT ABOVE FINISHED GRADE
PARKING LOT	36"
PRIVATE DRIVE	36"
LANDSCAPE, PEDESTRIAN AREAS	FLUSH WITH GRADE

BAR SIZE	MINIMUM TENSION EMBEDMENT LENGTHS (IN.) ℓ_{dh} FOR STANDARD END HOOKS ON REINFORCING BARS			
	NORMAL WEIGHT CONCRETE, f _c PSI			
	3000	4000	5000	6000
#3	6	6	6	6
#4	8	7	6	6
#5	10	9	8	7
#6	12	10	9	9
#7	14	12	11	10
#8	16	14	12	11
#9	18	15	14	13
#10	20	17	16	14
#11	22	19	17	16
#14	38	33	29	27
#18	50	43	39	35

REINFORCING BAR ENDS AND END HOOKS

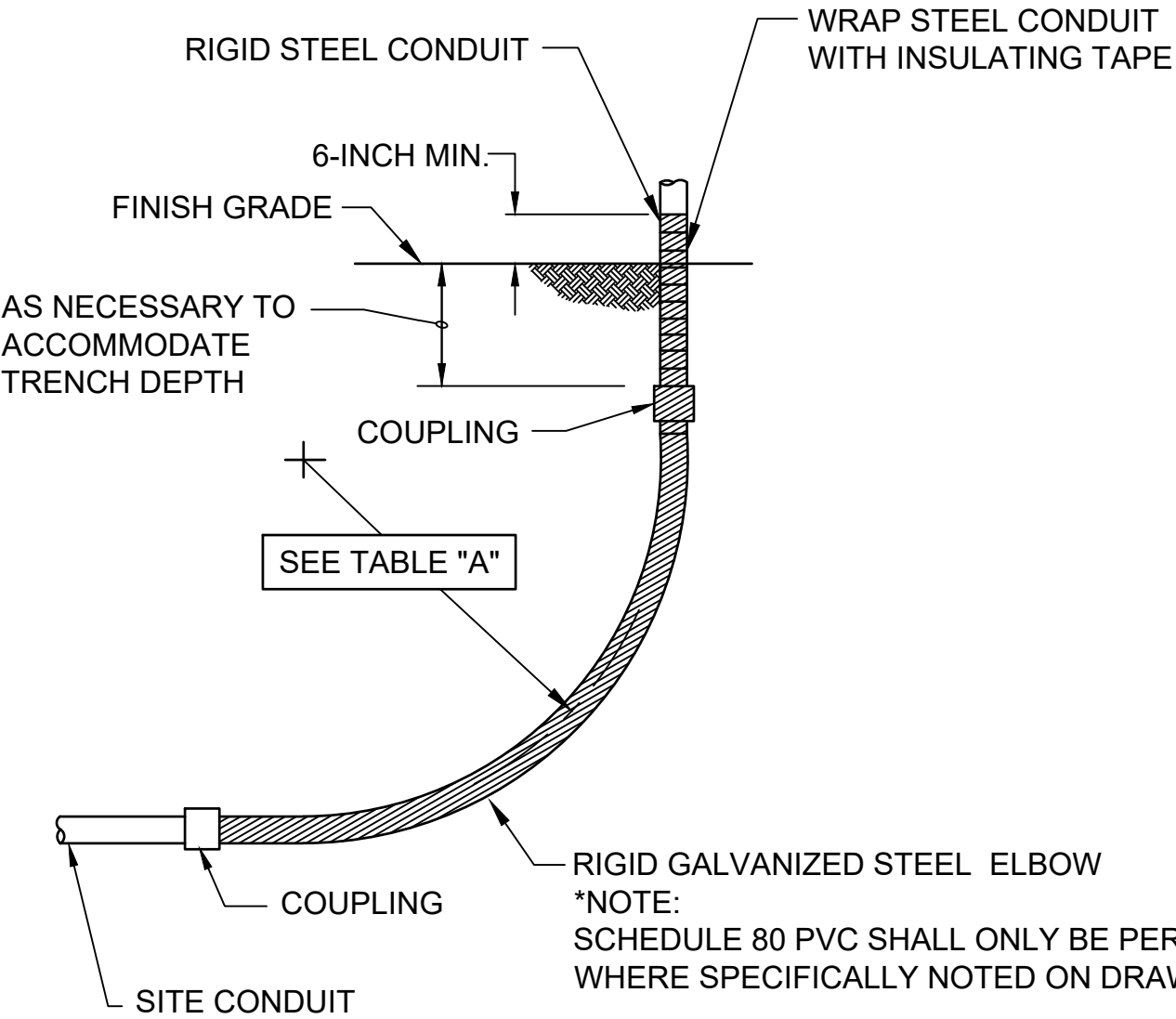


2 REINFORCING BAR ENDS AND END HOOKS

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3 TYPICAL ELCTRICAL TRENCH

NOT TO SCALE



CONDUIT SIZE	TABLE "A" - RGS MINIMUM ELBOW RADIUS REQUIREMENTS	
	RUNS 0-100 FEET	RUNS GREATER THAN 101 FEET
1/2-INCH	4-INCH	4-INCH
3/4-INCH	4 1/2-INCH	4 1/2-INCH
1-INCH	5 3/4-INCH	5 3/4-INCH
1 1/4-INCH	7 1/4-INCH	7 1/4-INCH
1 1/2-INCH	8 1/4-INCH	8 1/4-INCH
2-INCH	9 1/2-INCH	9 1/2-INCH
2 1/2-INCH	10 1/2-INCH	11 7/16-INCH
3-INCH	13-INCH	13 3/4-INCH
4-INCH	16-INCH	18 1/4-INCH
5-INCH	24-INCH	-
6-INCH	30-INCH	-

1 TYPICAL CONCRETE POLE OR BOLLARD BASE

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4 TYPICAL CONDUIT STUB-UP

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Author	EAO	Drafting Check	CAR	Project Manager
Designer	EOA	Design Check	CAR	Project Director



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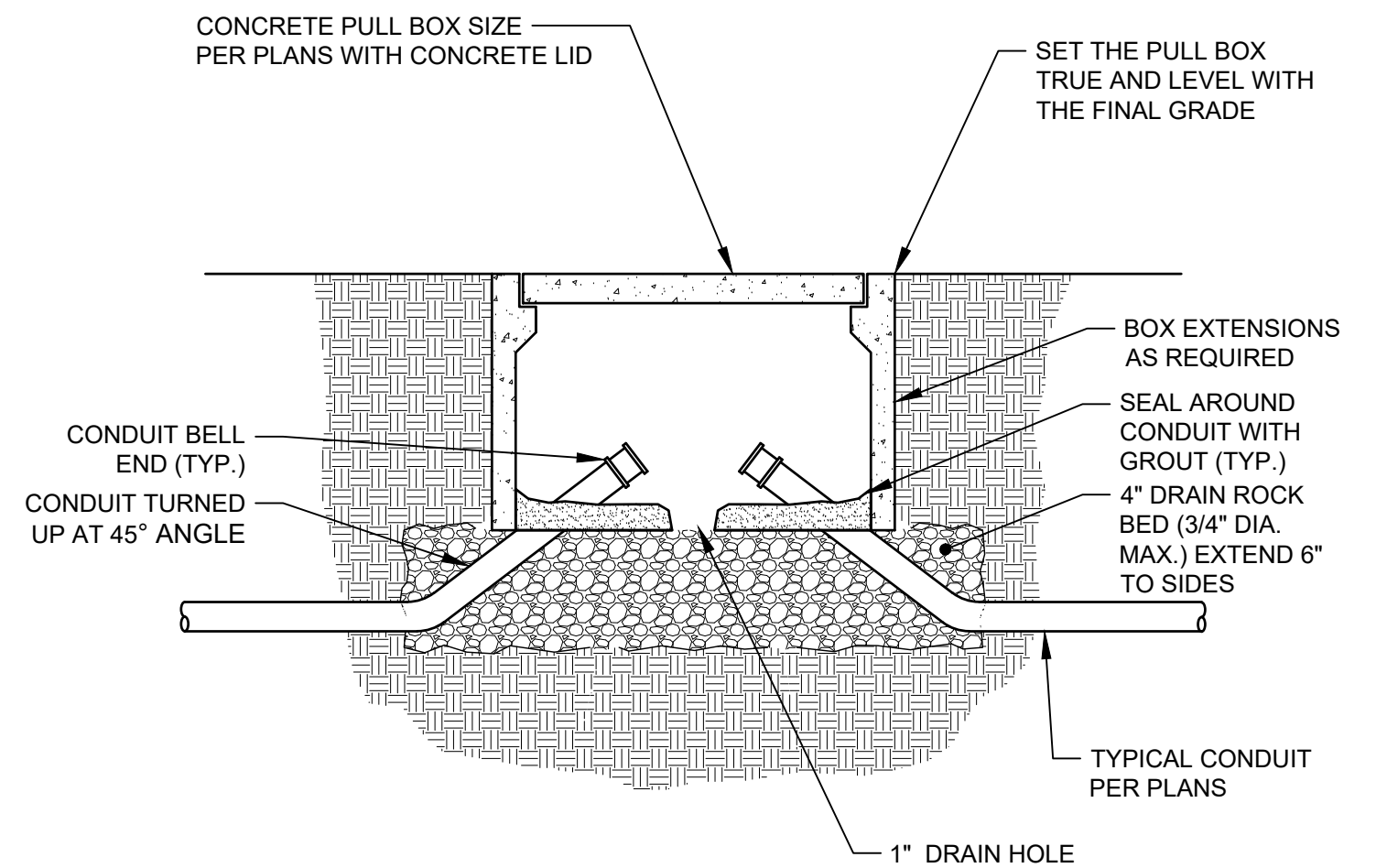
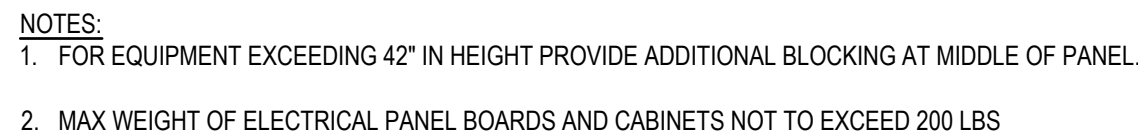
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1. FOUNDATION MATERIAL UNDER SLAB SHALL INCLUDE 6" OF CLASS 2 AB, MEETING THE REQUIREMENTS OF CALTRANS STANDARD SPECIFICATIONS SECTION 26 FOR 3/4-INCH MAXIMUM GRADING, COMPACTED TO 95% MOD IN ACCORDANCE WITH ASTM D 1557. CONTRACTOR SHALL SUBMIT MATERIAL TO ENGINEER FOR APPROVAL.
2. USE THIS DETAIL FOR TYPICAL EXTERIOR SLAB ON GRADE UNLESS OTHERWISE NOTED.
3. CONTRACTOR TO PROVIDE FIELD DENSITY AND COMPACTION REPORTS. IN CASE COMPACTION TESTS SHOW NONCOMPLIANCE WITH REQUIREMENTS, THE CONTRACTOR SHALL ACCOMPLISH SUCH REMEDY AS MAY BE REQUIRED TO ENSURE COMPLIANCE. SUBSEQUENT TESTING TO SHOW COMPLIANCE SHALL BE BY A TESTING LABORATORY SELECTED BY THE CITY AND SHALL BE AT THE CONTRACTOR'S EXPENSE.
4. DO NOT PLACE SUBGRADE OR FOUNDATION MATERIAL UNDER SLAB DURING PERIODS OF HEAVY RAINFALL WHEN SOIL MOISTURE CONDITIONS WILL NOT PERMIT ACHIEVING REQUIRED COMPACTION.
5. MINIMUM DISTANCE FROM CENTER OF ANCHOR BOLT TO EDGE OF SLAB SHALL BE 6 INCHES.
6. CONTRACTOR TO CONFIRM ALL PAD DIMENSIONS BASED ON ACTUAL EQUIPMENT ORDERED PRIOR TO FABRICATION.



1. SEE PLANS FOR POLES TO BE INSTALLED WITH CAMERA SYSTEM AND WIRELESS COMMUNICATION.

NOT TO SCALE

NOT TO SCALE

NOT TO SCALE

TRAIL LIGHT POLE AND SECURITY CAMERA MOUNTING 100% SUBMITTAL



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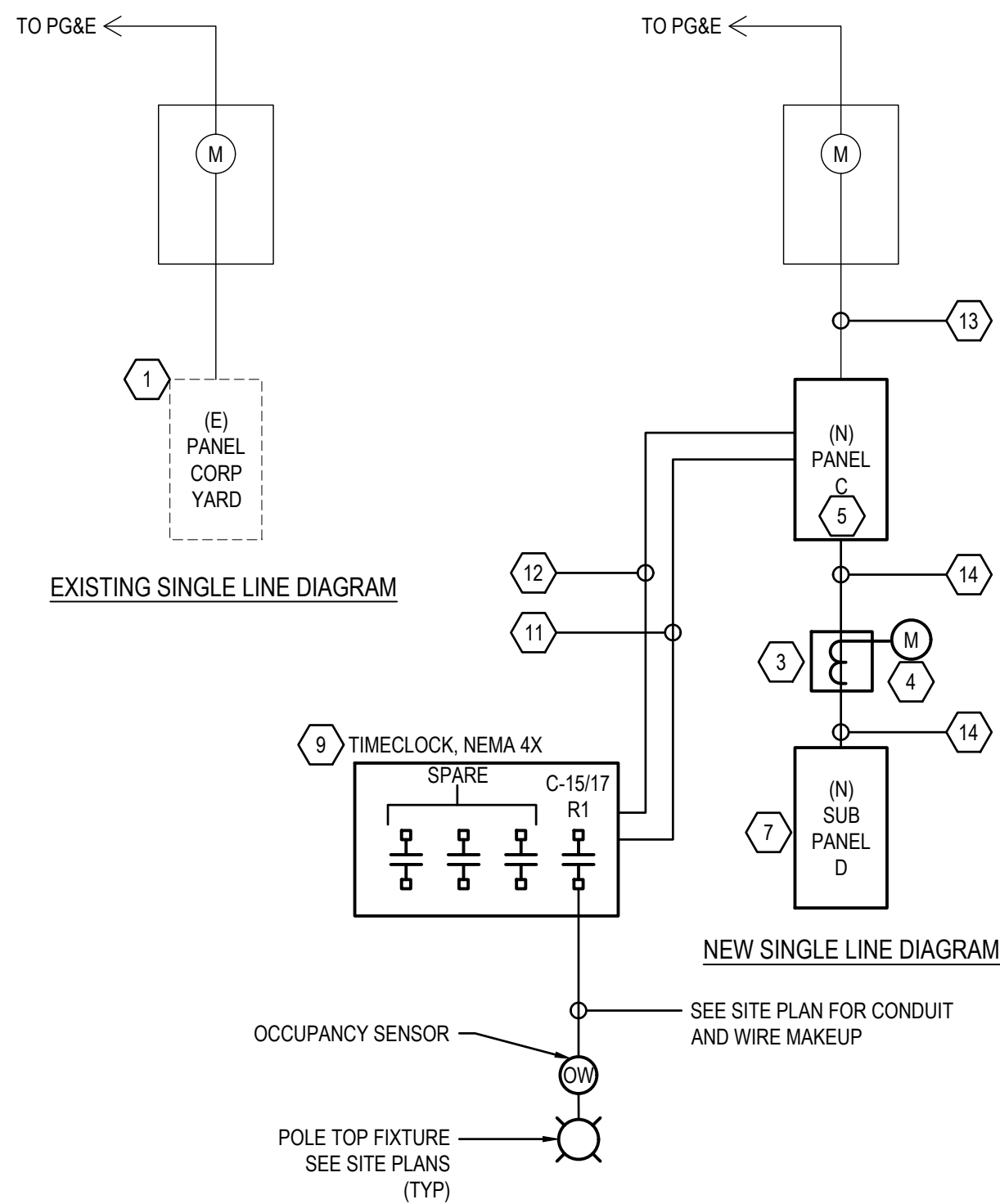
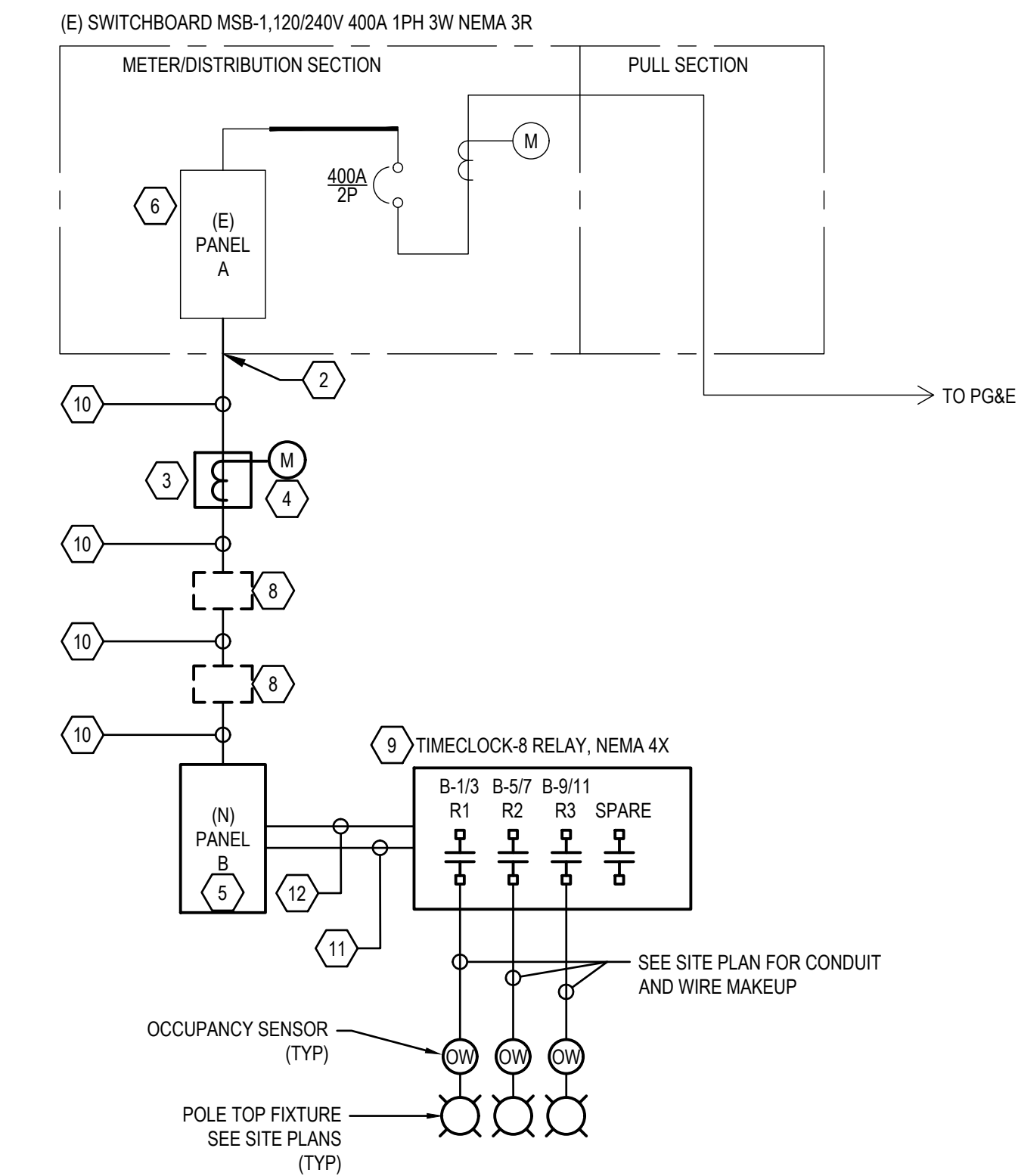
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Status Co

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PANEL SCHEDULE																				
PANEL NAME: A			VOLTAGE: 240/120			NEMA RATING: 3R			MOUNTING:			SURFACE			NOTES: LOADS SHOWN IN ITALC ARE EXISTING, BOLD TEXT ARE NEWLOADS					
MAINS RATING: 400			A MCB			PHASE: 1			LOCATION:			GARDEN CENTER MSB								
BUS RATING: 400			A			WIRE: 3			DEMAND FACTOR: STD											
CKT NO.	USE	DESCRIPTION	BKR SIZE	CKT KVA	CKT AMPS	WIRE SIZE	WIRE LENGTH (FT)	VOLTAGE DROP %	PHASE	VOLTAGE DROP %	WIRE LENGTH (FT)	WIRE SIZE	CKT AMPS	CKT KVA	BKR SIZE	DESCRIPTION	USE	CKT NO.		
1	H	E.AC PANEL #1	100/2		6.00	10	100	0.53	A							SPACE		2		
3	H		100/2						B							SPACE		4		
5	H		E.MIDDLE AC PANEL #2	100/2						A						100/2	W.AC PANEL #4	H	6	
7	H	100/2							B						100/2	H		8		
9	H	50/2							A						100/2	H		10		
11	H	STORAGE BUILDING #7	50/2						B						100/2	W.MIDDLE AC PANEL #3	H	12		
13	P	PANEL B	60/2	1.50	12.50	6	175	0.82	A						20/1	UNMARKED LOAD	O	14		
15	P		60/2	1.50	12.50	6	175	0.82	B						20/1	UNMARKED LOAD	O	16		
17										A						30/2	UNMARKED LOAD	O	18	
19										B						30/2		O	20	
21										A						100/2	PANEL #5	P	22	
23									B						100/2	P		24		
CONNECTED KVA		DEMAND KVA		DEMAND AMPS		USE LEGEND					VOLTAGE DROP CALCULATION									
PHASE A:		1.5	1.5	12.5	ID	LOAD TYPE	ASSUMED PF		VOLTAGE DROP IS BASED ON THE IEEE RED BOOK AND 2011 NEC						ASSUMPTIONS: POWER FACTOR CONDUIT TYPE WIRE MATERIAL VARIED BY LOAD TYPE RGS CU					
PHASE B:		1.5	1.5	12.5	H	HVAC	0.85		CHAPTER 9 TABLE 9 FORMULA:											
					L	LIGHTING	0.80		VD = I * (R * PF + X * SIN(ACOS(PF))) * L											
					M	MOTOR	0.85		WITH AN ADDITIONAL MULTIPLIER OF 2 FOR SINGLE PHASE AND											
					R	RECEPTACLE	0.80		1.732 FOR 3-PHASE LOADS											
					P	PANEL	0.85		R AND X VALUES ARE TAKEN FROM 2011 NEC CHAPTER 9 TABLE 9.											
					O	OTHER	0.85													
STD DEMAND LOAD BASED ON 125% OF THE LARGEST MOTOR AND 100% OF THE REMAINING MOTORS, 125% OF CONTINUOUS LOADS, 100% OF NONCONTINUOUS LOADS, AND 50% OF RECEPTACLE LOADS BEYOND THE FIRST 10KVA																				

PANEL SCHEDULE																		
PANEL NAME: B			VOLTAGE: 240/120			NEMA RATING: 4X			MOUNTING: SURFACE			NOTES: LOADS SHOWN IN ITALC ARE EXISTING, BOLD TEXT ARE NEW LOADS						
MAINS RATING: 60			A MCB			PHASE: 1			LOCATION: TENNIS COURTS									
BUS RATING: 100			A			WIRE: 3			DEMAND FACTOR: STD									
CKT NO.	USE	DESCRIPTION	BKR SIZT	CKT KVA	CKT AMPS	WIRE SIZE	WIRE LENGTH (FT)	VOLTAGE DROP %	PHASE	VOLTAGE DROP %	WIRE LENGTH (FT)	WIRE SIZE	CKT AMPS	CKT KVA	BKR SIZE	DESCRIPTION	USE	CKT NO.
1	L	TRAIL LIGHTING	2012	0.39	3.25	10	800	2.16	A	0.05	10	12	1.67	0.20	2011	TIMECLOCK	L	2
3	L		2012	0.39	3.25	10	800	2.16	B						2011	SPARE		4
5	L		2012	0.46	3.79	10	800	2.52	A						2011	SPARE		6
7	L	TRAIL LIGHTING	2012	0.46	3.79	10	800	2.52	B						2011	SPARE		8
9	L		2012	0.39	3.25	10	800	2.16	A						2011	SPARE		10
11	L	TRAIL LIGHTING	2012	0.39	3.25	10	800	2.16	B						2011	SPARE		12
CONNECTED KVA			DEMAND KVA			DEMAND AMPS			USE LEGEND			VOLTAGE DROP CALCULATION						
PHASE A: 1.4			1.8			14.9			ID	LOAD TYPE	ASSUMED PF	VOLTAGE DROP IS BASED ON THE IEEE RED BOOK AND 2011 NEC						
PHASE B: 1.2			1.5			12.9			L	HVAC	0.85	CHAPTER 9 TABLE 9 FORMULA:						
									M	LIGHTING	0.80	VD = I * (R * PF + X * SIN(ACOS(PF))) * PL						
									R	MOTOR	0.85	WITH AN ADDITIONAL MULTIPLIER OF 2 FOR SINGLE PHASE AND						
									P	RECEPTACLE	0.80	1.732 FOR 3-PHASE LOADS						
									O	PANEL	0.85	R AND X VALUES ARE TAKEN FROM 2011 NEC CHAPTER 9 TABLE 9.						
									P	OTHER	0.85							
STD DEMAND LOAD BASED ON 125% OF THE LARGEST MOTOR AND 100% OF THE REMAINING MOTORS, 125% OF CONTINUOUS LOADS, 100% OF NONCONTINUOUS LOADS, AND 50% OF RECEPTACLE LOADS BEYOND THE FIRST 10KVA																		

PANEL SCHEDULE																							
PANEL NAME: C			VOLTAGE: 240/120		NEMA RATING: 4X		MOUNTING: SURFACE		NOTES: LOADS SHOWN IN ITALC ARE EXISTING, BOLD TEXT ARE NEW LOADS														
MAINS RATING: 100			A MCB		PHASE: 1		LOCATION: CORPYARD																
BUS RATING: 125			A		WIRE: 3		DEMAND FACTOR: STD																
CKT NO.	USE	DESCRIPTION	BKR SIZE	CKT KVA	CKT AMPS	WIRE SIZE	WIRE LENGTH (FT)	VOLTAGE DROP %	PHASE	VOLTAGE DROP %	WIRE LENGTH (FT)	WIRE SIZE	CKT AMPS	CKT KVA	BKR SIZE	DESCRIPTION	USE	CKT NO.					
1		UNMARKED LOAD	20/1						A						60/1	UNMARKED LOAD		2					
3			20/1						B						60/1			4					
5		UNMARKED LOAD	30/2						A						20/2			6					
7			30/2						B						20/2	UNMARKED LOAD		8					
9		UNMARKED LOAD	20/2						A						30/1	UNMARKED LOAD		10					
11			20/2						B						20/2			12					
13		UNMARKED LOAD	30/1						A						20/2	UNMARKED LOAD		14					
15	L	LIGHTS	20/2	0.14	1.13	10	350	0.33	B						20/1	SPARE		16					
17	L		20/2	0.14	1.13	10	350	0.33	A						20/1	SPARE		18					
19	P	PANEL D	100/2	8.00	66.67	1	10	0.09	B						20/1	SPARE		20					
21	P		100/2	8.00	66.67	1	10	0.09	A						20/1	SPARE		22					
23	L	TIMECLOCK	20/1	0.20	1.67	12	10	0.05	B						20/1	SPARE		24					
CONNECTED KVA			DEMAND KVA		DEMAND AMPS		USE LEGEND				VOLTAGE DROP CALCULATION												
PHASE A: 8.1			8.2		68.1		ID	LOAD TYPE	ASSUMED PF	VOLTAGE DROP IS BASED ON THE IEEE RED BOOK AND 2011 NEC													
PHASE B: 8.3			8.4		70.2		H	HVAC	0.85	CHAPTER 9 TABLE 9 FORMULA:													
							L	LIGHTING	0.80	VD = I * (R * PF + X * SIN(ACOS(PF)) * L													
							M	MOTOR	0.85	WITH AN ADDITIONAL MULTIPLIER OF 2 FOR SINGLE PHASE AND													
							R	RECEPTACLE	0.80	1.732 FOR 3-PHASE LOADS													
							P	PANEL	0.85	R AND X VALUES ARE TAKEN FROM 2011 NEC CHAPTER 9 TABLE 9.													
							O	OTHER	0.85														
STD DEMAND LOAD BASED ON 125% OF THE LARGEST MOTOR AND 100% OF THE REMAINING MOTORS, 125% OF CONTINUOUS LOADS, 100% OF NONCONTINUOUS LOADS, AND 50% OF RECEPTACLE LOADS BEYOND THE FIRST 10KVA																ASSUMPTIONS: POWER FACTOR CONDUIT TYPE WIRE MATERIAL				VARIED BY LOAD TYPE RGS CU			

LIGHTING FIXTURE SCHEDULE										
TYPE	DESCRIPTION	MANUFACTURER	MODEL	LAMP TYPE	COLOR TEMP	BALLAST/DRIVER	FIXTURE LUMENS	FIXTURE WATTS	MOUNTING	NOTES
A	POLE TOP LED	KIM LIGHTING	UR20-24L65-3K7-2-UNV-SCH-R/240/BL	LED	3000K	0-10V DRIVER	3,000	65	POLE-15 FEET	PROVIDE 15' (UON) TALL 4" ROUND STRAIGHT STEEL POLE BY FIXTURE MANUFACTURER PROVIDE
B	BRIDGE UNDER PASS FIXTURE	KIM LIGHTING	PGL8-5R-128L-35-3K8-UNV-BLS	LED	3000K	0-10V DRIVER	4,500	35	SURFACE	POLE MOUNTED WIRED OCCUPANCY SENSOR(SCH-R4-UNV-BL) BY FIXTURE MANUFACTURER.

NOTES:
1. REFER TO SPEC SECTION 26 09 23 FOR LIGHTING CONTROL SEQUENCE OF OPERATIONS

- ## SHEET GENERAL NOTES

1. REFER TO SITE PLAN FOR LOCATION OF EQUIPMENT.
2. PROVIDE RGS CONDUIT FOR ALL ABOVE GROUND ROUTING.
3. PROVIDE CONDUIT IN TRENCH FOR ALL UG CONDUIT PER DETAIL 3 ON SHEET E-501

SHEET KEYNOTES

1. DISCONNECT AND REMOVE BRANCH CIRCUIT PANEL AT CORP YARD. PRESERVE FEEDERS AND CIRCUITS, PREPARE TO RECONNECT TO NEW PANEL.
2. PROVIDE WEATHER PROOF PENETRATION ON SIDE OF MSB ENCLOSURE. PROVIDE LB FITTING FOR CONDUIT TO PANEL-B.
3. PROVIDE 18" X 12" BY 6" DEEP NEMA 4X JUNCTION BOX FOR CURRENT/POTENTIAL TRANSFORMERS.
4. PROVIDE DIGITAL POWER METER EMON DEMON CLASS 1000 OR EQUAL.
5. PROVIDE BRANCH PANEL WITH CIRCUIT BREAKERS AND FEATURES AS SHOWN ON PANEL SCHEDULE.
6. PROVIDE 60A/2P BREAKER IN PANEL A.
7. PROVIDE 24 CIRCUIT 100A 240/120V 1PH 3W, NEMA 4X ENCLOSURE TENANT BRANCH PANEL. PROVIDE (2) 20A/2P AND (12) 20A/1P BREAKERS IN PANEL. SPLICE LOAD FEEDERS FROM TENANT SHOP EXTEND AND CONNECT LOADS TO NEW PANEL.
8. PROVIDE PULL BOX AS SHOWN ON SITE PLAN.
9. PROVIDE 4 RELAY ASTRONOMICAL TIME CLOCK IN NEMA 4X ENCLOSURE, MANUFACTURER TORK DZS SERIES OR APPROVED EQUAL. ROUTE TRAIL LIGHTING VIA TIMECLOCK RELAY.
10. PROVIDE 60-A FEEDER CONSISTING OF (2) #6 AWG, #10 GND IN 1 1/2" RGS CONDUIT. TRANSITION TO 2" HDPE CONDUIT FOR UG ROUTING.
11. PROVIDE 120V POWER CIRCUIT TO TIME CLOCK CONSISTING OF (2) #12 AWG, #10 GND IN 3/4" RGS CONDUIT.
12. PROVIDE 1" RGS CONDUIT, ROUTE LIGHTING POWER CIRCUITS VIA THIS CONDUIT TO TIMECLOCK.
13. RECONNECT POWER SERVICE FEEDERS TO NEW PANEL. COORDINATE TEMPORARY POWER SERVICE SHUT OFF WITH LOCAL UTILITY COMPANY.
14. PROVIDE 100-A FEEDER CONSISTING OF (2) #1 AWG, #8 GND IN 1 1/2" RGS CONDUIT.



Bar is one inch on original size sheet

0  1"



GHD Inc.
2200 21st Street
Sacramento California 95818 USA
T 1 916 372 6606 F 1 916 372 6616



Client
TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Project
FORTAG TRAIL PROJECT

Title **ELECTRICAL SINGLE LINE DIAGRAMS AND SCHEDULES**

Size
ANSI D

Status Code

Project No.	Date	Scale
11220281	APRIL 2023	AS SHOWN

Sheet No. **E-601** Sheet **96** of **19**

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION

Outdoor Lighting

CERTIFICATE OF COMPLIANCE

NRCC-LTD-E

Project Name: Fortag Trail Project

Report Page: (Page 1 of 7)

Project Address: 650 Canyon Del Rey Blvd

Date Prepared: 3/31/2023

A. GENERAL INFORMATION

01 Project Location (city) Del Rey Oaks

02 Climate Zone 3

03 Outdoor Lighting Zone per Title 24 Part 1.10.114 or as designated by Authority Having Jurisdiction (AHJ):

04 Total Illuminated Hardscape Area (ft²) 40529

05 Occupancy Types within Project

06 All Other Occupancies

B. PROJECT SCOPE

This table includes outdoor lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in 140.7 / 170.2(e)6 or 141.0(b)(2) / 180.2(b)(4) for alterations.

My Project Consists of:

01 New Lighting System

02 Must Comply with Allowances from 140.7 / 170.2(e)6

03 % of Existing Luminaires Being Altered¹

04 Sum Total of Luminaires Being Added or Altered

05 Calculation Method

06

Please proceed to Table E, Outdoor Lighting Fixture Schedule to define the project's luminaires.

¹ FOOTNOTES: % of Existing Luminaires Being Altered = (Sum Total of Luminaires Being Added or Altered / Existing Luminaires within the Scope of the Permit Application) x 100.

Registration Number:

Generated Date/Time:

Documentation Software: EnergyPro

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Report Version: 2022.0.000

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STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION

Outdoor Lighting

CERTIFICATE OF COMPLIANCE

NRCC-LTD-E

Project Name: Fortag Trail Project

Report Page: (Page 4 of 7)

Project Address: 650 Canyon Del Rey Blvd

Date Prepared: 3/31/2023

H. OUTDOOR LIGHTING CONTROLS

This table demonstrates compliance with controls requirements for all new or altered luminaires installed as part of the permit application. For alteration projects, luminaires which are existing to remain (i.e. untouched) and luminaires which are removed and reinstalled (wiring only) do not need to be included in this table even if they are within the spaces covered by the permit application.

Outdoor lighting for nonresidential buildings, parking garages and common service areas in multifamily buildings must be documented separately from outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit

Mandatory Controls for Nonresidential Occupancies, Parking Garages & Common Areas in Multifamily Buildings

01 Area Description

02 Shut-Off 130.2(c)(1) / 160.5(c)

03 Auto-Schedule 130.2(c)(2) / 160.5(c)

04 Motion Sensor 130.2(c)(3) / 160.5(c)

05 Field Inspector

06 Pass

07 Fail

08

09

¹ FOOTNOTE: Text has been abbreviated, please refer to Table 160.5-4 to confirm compliance with the specific light source technologies listed.

² Authority having jurisdiction may ask for cutsheets or other documentation to confirm compliance of light source.

³ Recessed luminaires marked for use in fire-rated installations, and recessed luminaires installed in non-insulated ceilings are excepted from II and III.

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STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION

Outdoor Lighting

CERTIFICATE OF COMPLIANCE

NRCC-LTD-E

Project Name: Fortag Trail Project

Report Page: (Page 7 of 7)

Project Address: 650 Canyon Del Rey Blvd

Date Prepared: 3/31/2023

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: Aly Young

Signature Date: 2023-03-31

Company: GHD Inc

Address: 2235 Mercury Way

City/State/Zip: Santa Rosa CA 95407

Phone: (707)523-1010

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. The information provided on this Certificate of Compliance is true and correct.

2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer).

3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.

4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.

5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: Erick Osorno

Signature Date: 2023-03-31

Company: GHD

Address: 2235 Mercury Way

City/State/Zip: Santa Rosa CA 95407

Phone: (707)523-1010

Registration Number:

Generated Date/Time:

Documentation Software: EnergyPro

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

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STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION

Outdoor Lighting

CERTIFICATE OF COMPLIANCE

NRCC-LTD-E

Project Name: Fortag Trail Project

Report Page: (Page 2 of 7)

Project Address: 650 Canyon Del Rey Blvd

Date Prepared: 3/31/2023

C. COMPLIANCE RESULTS

Results in this table are automatically calculated from data input and calculations in Tables F through N. Note: If any cell on this table says "COMPLIES with Exceptional Conditions" refer to Table D, Exceptional Conditions for guidance or see applicable Table referenced below.

Calculations of Total Allowed Lighting Power (Watts) 140.7 / 170.2(e)6 or 141.0(b)(2) / 180.2(b)(4)8v

01 General Hardscape Allowance 140.7(d)(1) / 170.2(e)6 (See Table J)

02 Per Application 140.7(d)(2) / 170.2(e)6 (See Table J)

03 Sales Frontage 140.7(d)(2) / 170.2(e)6 (See Table K)

04 Ornamental 140.7(d)(2) / 170.2(e)6 (See Table L)

05 Per Specific Area 140.7(d)(2) / 170.2(e)6 (See Table M)

06 Existing Power Allowance 141.0(b)(2) / 180.2(b)(4)8v (See Table N)

07 Total Allowed (Watts)

08 Total Actual (Watts)

09 07 must be >= 08

1,792 + ---- + ---- + ---- + ---- + ---- OR ---- = 1,792 ≥ 1,630 COMPLIES

Shielding Compliance (See Table G for Details)

Controls Compliance (See Table H for Details)

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

Registration Number:

Generated Date/Time:

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Schema Version: rev 20220101

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STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION

Outdoor Lighting

CERTIFICATE OF COMPLIANCE

NRCC-LTD-E

Project Name: Fortag Trail Project

Report Page: (Page 5 of 7)

Project Address: 650 Canyon Del Rey Blvd

Date Prepared: 3/31/2023

I. LIGHTING POWER ALLOWANCE (per 140.7 / 170.2(e))

This table includes areas using allowance calculations per 140.7 / 170.2(e). General Hardscape Allowance is per Table 140.7-A/ Table 170.2-R while "Use it or lose it" Allowances are per Table 140.7-B / Table 170.2-S. Indicate which allowances are being used to expand sections for user input. Luminaires that qualify for one of the "Use it or lose it" allowances shall not qualify for another "Use it or lose it" allowance. Outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit are included in Table H, and are not included here. All other multifamily outdoor lighting is included here.

01 "Use it or lose it" Allowance (select all that apply) (select all that apply)

02 General Hardscape Allowance Table I (below)

03 Per Application Table J

04 Sales Frontage Table K

05 Ornamental Table L

06 Per Specific Area Table M

Calculated General Hardscape Lighting Power Allowance per Table 140.7-A for Nonresidential & Hotel/Motel

02 Area Description

03 Illuminated Area (ft²)

04 Area Wattage Allowance (AWA)

05 Area Allowance (W/ft²)

06 Perimeter Length (ft)

07 Linear Wattage Allowance (LWA)

08 Allowed Density (W/ft²)

09 Linear Allowance (Watts)

10 Total General AWA + LWA (Watts)

Fortag Trail

40529

0.019

770.1

5478

0.2

821.7

1592

Initial Wattage Allowance for Entire Site (Watts): 200

Instances of Initial Wattage Allowance (L2 0 only)¹

Total General Hardscape Allowance (Watts): 1792

J. LIGHTING ALLOWANCE: PER APPLICATION

This section does not apply to this project.

K. LIGHTING ALLOWANCE: SALES FRONTAGE

This section does not apply to this project.

L. LIGHTING ALLOWANCE: ORNAMENTAL

This section does not apply to this project.

Registration Number:

Generated Date/Time:

Documentation Software: EnergyPro

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Report Version: 2022.0.000

Schema Version: rev 20220101

Compliance ID: EnergyPro-4188-0323-0066

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STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION

Outdoor Lighting

CERTIFICATE OF COMPLIANCE

NRCC-LTD-E

Project Name: Fortag Trail Project

Report Page: (Page 3 of 7)

Project Address: 650 Canyon Del Rey Blvd

Date Prepared: 3/31/2023

F. OUTDOOR LIGHTING FIXTURE SCHEDULE

For new or altered lighting systems demonstrating compliance with 140.7 / 170.2(e)6 all new luminaires being installed and any existing luminaires remaining or being moved within the spaces covered by the permit application are included in the Table below. For altered lighting systems using the Existing Power method per 141.0(b)(2), only new luminaires being installed and replacement luminaires being installed as part of the project scope are included (i.e. existing luminaires remaining or existing luminaires being moved are not included). Outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit are included in Table H, and are not included here. All other multifamily outdoor lighting is included here.

Designed Wattage:

01 Name or Item Tag

02 Complete Luminaire Description

03 Watts per luminaire¹,²

04 How is Wattage determined

05 Total Number Luminaires¹,²

06 Luminaire Status³

07 Excluded per 140.7(a) / 170.2(e)6A

08 Design Watts

09 Cutoff Req. > 6,200 initial lumen output 130.2(b) / 160.5(c)¹,²

10 Field Inspector

A Type A

Linear

65

Mfr. Spec

24

New

1,560

NA: < 6200 lumens

B Type B

Linear

35

Mfr. Spec

2

New

70

NA: < 6200 lumens

Total Design Watts: 1630

¹ NOTES: Selections with a * require a note in the space below explaining how compliance is achieved.

² EX: Luminaire is lighting a statue; EXCEPTION 2 to 130.2(b)

³ FOOTNOTES: Authority Having Jurisdiction may ask for luminaire cut sheets to confirm wattage used for compliance per 130.0(a) / 160.5(b)

⁴ For linear luminaires, wattage should be indicated as W/ft² instead of Watts/luminaire. Total linear feet should be indicated in column 05 instead of number of luminaires.

⁵ Select "New" for new luminaires in a new outdoor lighting project, or for added luminaires in an alteration. Select "Altered" for replacement luminaires in an alteration. Select "Existing to Remain" for existing luminaires within the project scope that are not being altered and are remaining. Select "Existing Reinstalled" for existing luminaires which are being removed and reinstalled as part of the project scope.

⁶ Compliance with mandatory shielding requirements is required for luminaires with initial lumen output >= 6,200 unless exempted by 130.2(b) / 160.5(c)

G. SHIELDING REQUIREMENTS (BUG)

This section does not apply to this project.

Registration Number:

Generated Date/Time:

Documentation Software: EnergyPro

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Report Version: 2022.0.000

Schema Version: rev 20220101

Compliance ID: EnergyPro-4188-0323-0066

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STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION

Outdoor Lighting

CERTIFICATE OF COMPLIANCE

NRCC-LTD-E

Project Name: Fortag Trail Project

Report Page: (Page 6 of 7)

Project Address: 650 Canyon Del Rey Blvd

Date Prepared: 3/31/2023

M. LIGHTING ALLOWANCE: PER SPECIFIC AREA

This section does not apply to this project.

N. EXISTING CONDITIONS POWER ALLOWANCE (alterations only)

This section does not apply to this project.

O. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Form/Title

NRCC-LTD-E - Must be submitted for all buildings

P. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Form/Title

Systems/Spaces To Be Field Verified

NRCA-LTD-02-A - Must be submitted for all outdoor lighting controls except for alterations where controls are added to <= 20 luminaires.

Fortag Trail,

Registration Number:

Generated Date/Time:

Documentation Software: EnergyPro

CA Building Energy Efficiency Standards - 2022 Nonresidential Compliance

Report Version: 2022.0.000

Schema Version: rev 20220101

Compliance ID: EnergyPro-4188-0323-0066

Report Generated: 2023-03-31 11:23:57

No.

Issue

Author EAO

Drafting Check CAR

Project Manager L. VAN PARYS

Designer EOA

Design Check CAR

Project Director K. VEDULA

Checked

Approved

Date

Plot Date: 10 April 2023 - 10:11 AM

Plotted By: Erick Osorno

Path and Filename: N:\USIRoseville\Projects\56111220281\06 - Digital_Design\ACAD 2020\Sheets\11220281-GHD-EL-GEN-0701.dwg

FORTAG

FORT ORD REGIONAL TRAIL and GREENWAY

Bar is one inch on original size sheet

0 1"

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Client

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Project

FORTAG TRAIL PROJECT

Project No.

11220281

Date

APRIL 2023

Scale

AS SHOWN

Title

TITLE 24 DOCUMENTS

Size

ANSI D

Status Code

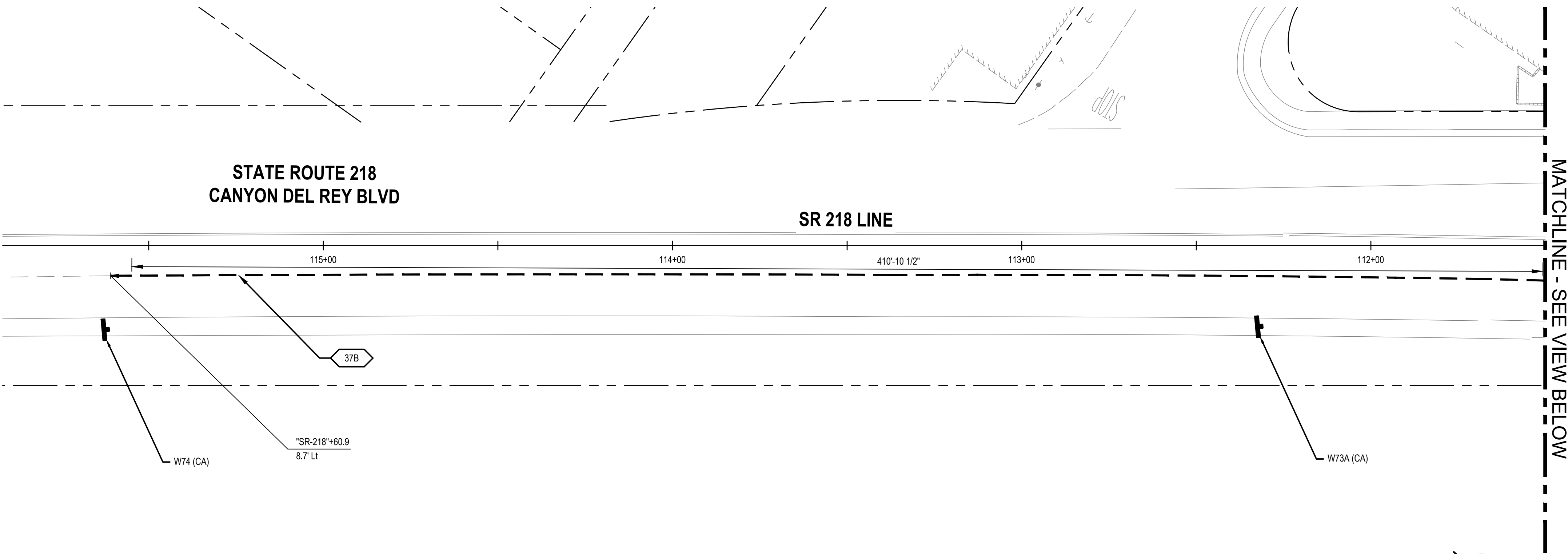
Sheet No. E-701

Sheet 97 of 194

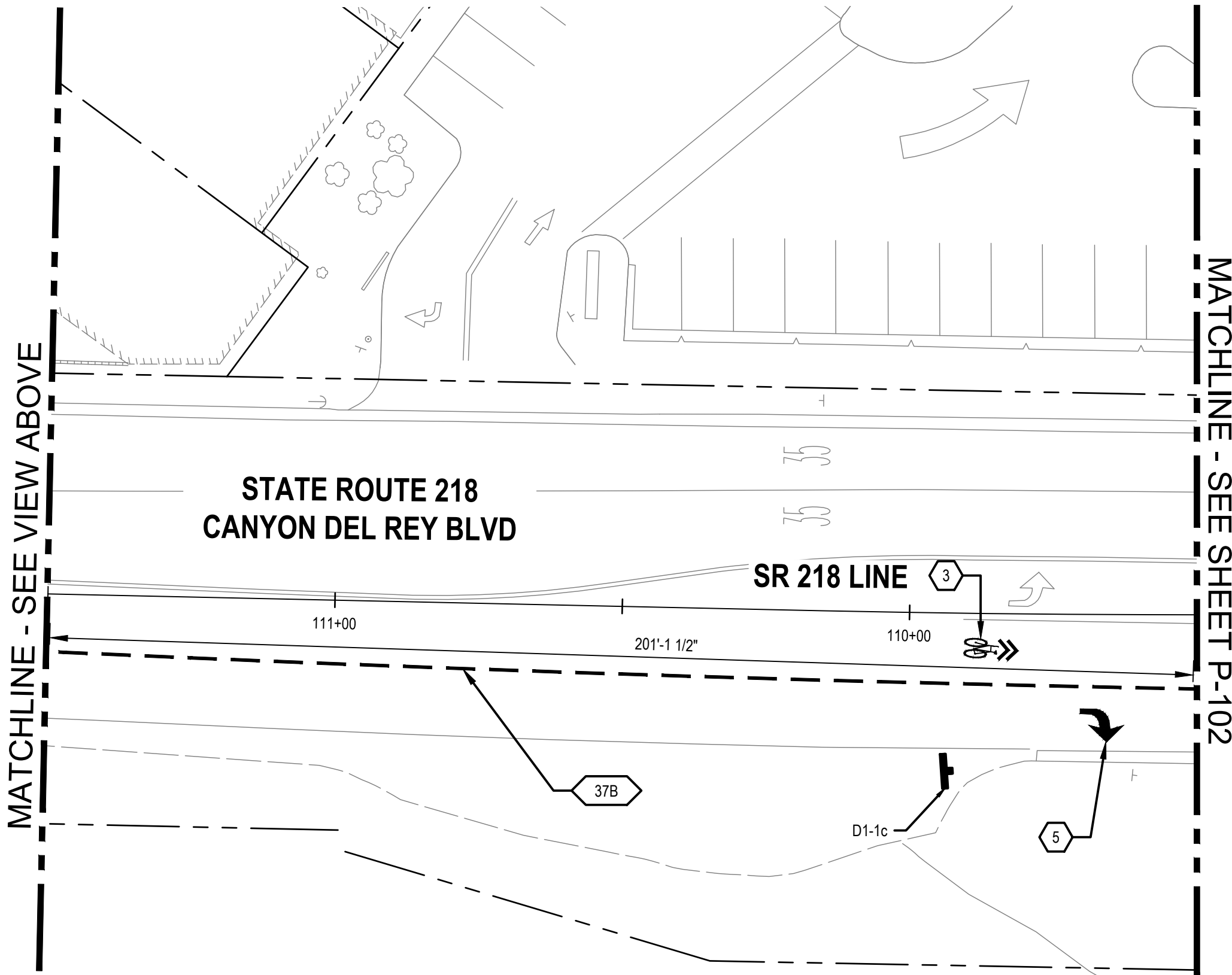
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Packet Page 179

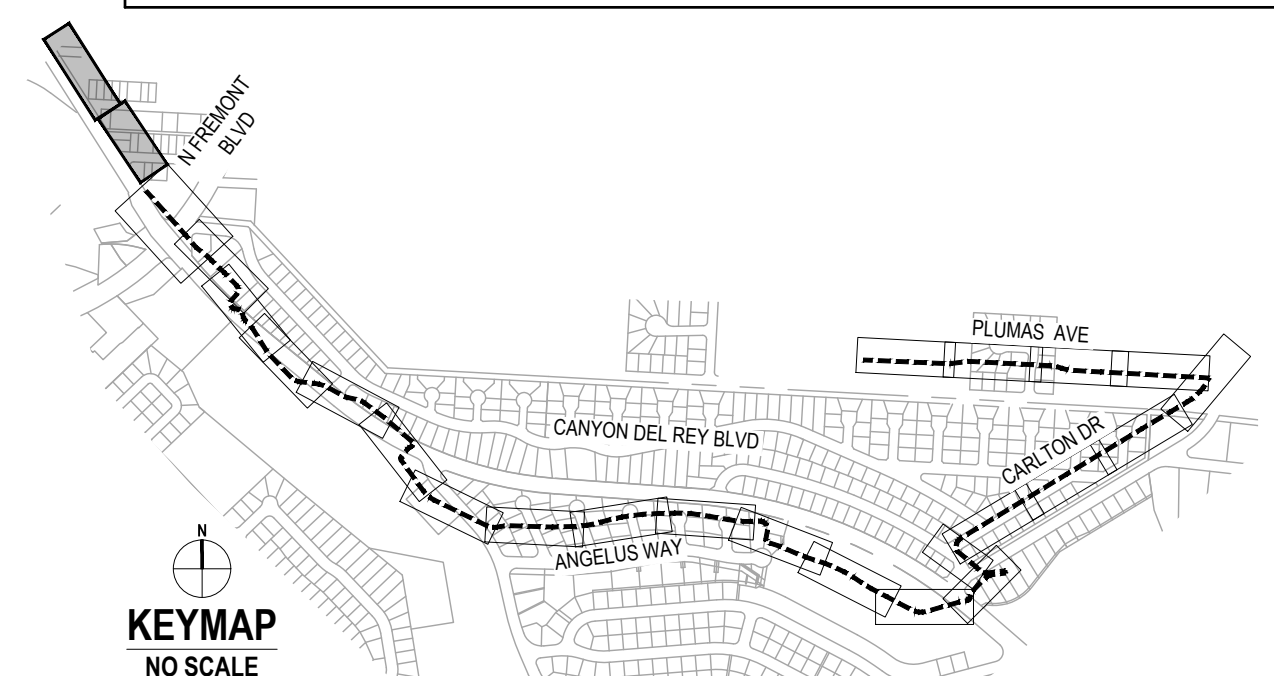


1 IMPROVEMENT PLAN



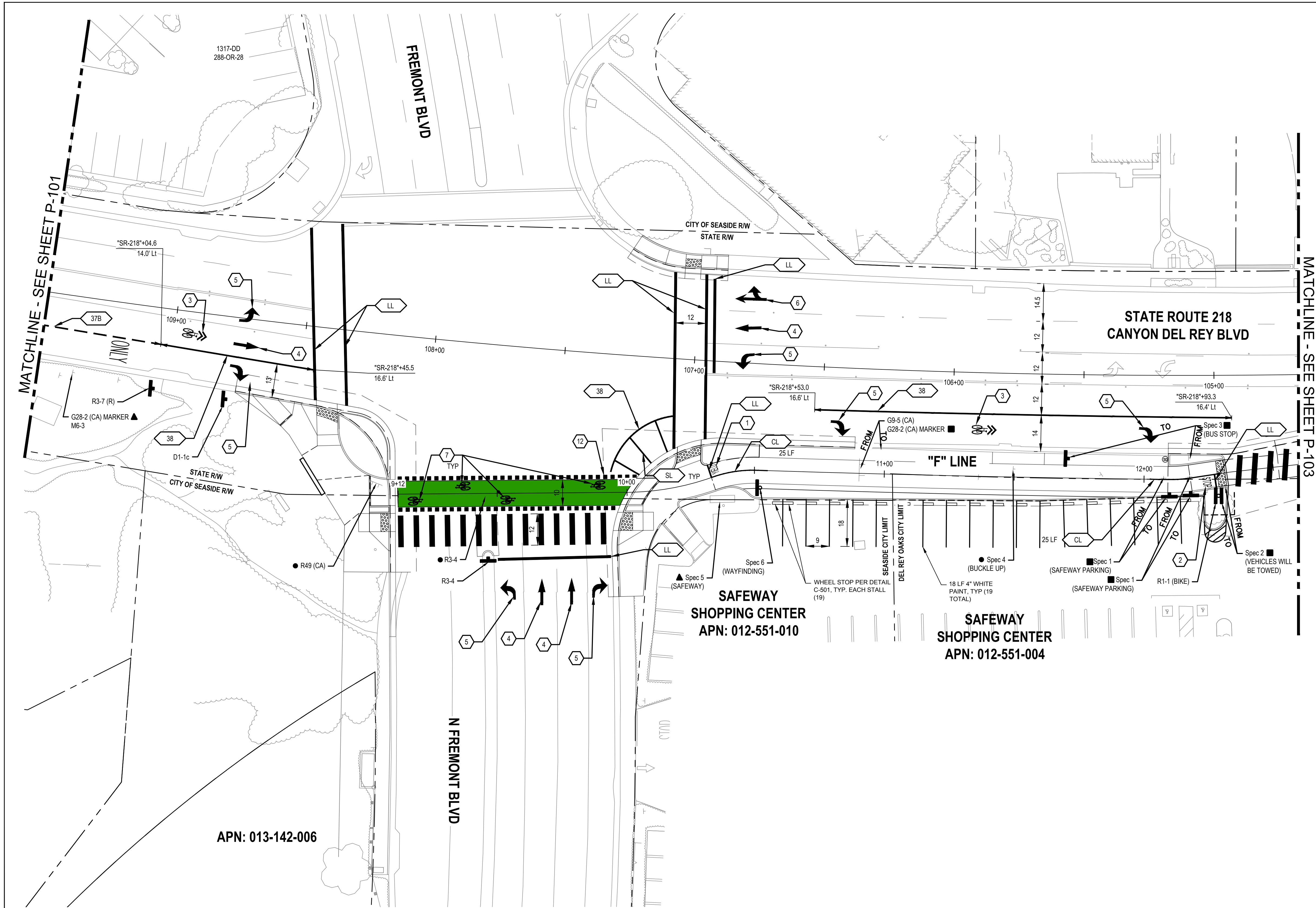
2 IMPROVEMENT PLAN

SHEET GENERAL NOTES	
1.	ALL STRIPING SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CALTRANS REVISED STANDARD PLANS.
2.	THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL & REPLACEMENT OF EXISTING STRIPING & PAVEMENT MARKERS AS NECESSARY FOR NEW LAYOUT OF STRIPING & PAVEMENT MARKERS PER PLAN. CONTRACTOR SHALL LAYOUT ALL STRIPING & PAVEMENT MARKINGS IN THE FIELD 72 HOURS PRIOR TO PERMANENT INSTALLATION FOR APPROVAL BY ENGINEER.
3.	CONTRACTOR MUST PROVIDE TEMPORARY PAVEMENT MARKERS UNTIL FINAL STRIPING IS INSTALLED.
4.	ANY DELINEATION SHALL BE THERMOPLASTIC PER SECTION 84 OF CALTRANS STANDARDS SPECIFICATIONS UNLESS OTHERWISE NOTED.
5.	CONTRACTOR SHALL TRIM ANY BUSHES OR TREES WHICH COULD BLOCK SIGN VISIBILITY.
SIGN LEGEND	
▲	EXISTING ROADSIDE SIGN TO REMAIN
●	REMOVE ROADSIDE SIGN
■	RELOCATE ROADSIDE SIGN
┌	ROADSIDE SIGN - ONE POST
┐	ROADSIDE SIGN MOUNTED ON POLE WITH STRAP AND SADDLE BRACKET METHOD
+	EXISTING ROADSIDE SIGN - ONE POST
+	EXISTING ROADSIDE SIGN - (SSBM)
STRIPING KEYNOTES	
XX	PROVIDE STRIPING PER CALTRANS DETAIL INDICATED ON PLAN PER A20A TO A20D OF CALTRANS STANDARD PLANS.
LL	12" WHITE THERMOPLASTIC PAVEMENT MARKING
PAVEMENT MARKING KEY NOTES	
1	"YIELD" PAVEMENT MARKING USE 1/2 SCALE ON SHARED-USE PATH
2	"STOP" PAVEMENT MARKING USE 1/2 SCALE ON SHARED-USE PATH
3	SHARED ROADWAY BICYCLE MARKING
4	TYPE I ARROW (10')
5	TYPE IV (L/R) ARROW
6	TYPE VII (L/R) ARROW
7	BIKE LANE SYMBOL WITHOUT PERSON
8	BIKE LANE SYMBOL WITH PERSON
9	"BIKE LANE" PAVEMENT MARKING AND BIKE LANE ARROW
10	"25" PAVEMENT MARKING
11	"AHEAD" PAVEMENT MARKING
	CONTINENTAL CROSSWALK
■	SOLID GREEN PAVEMENT ENHANCEMENT



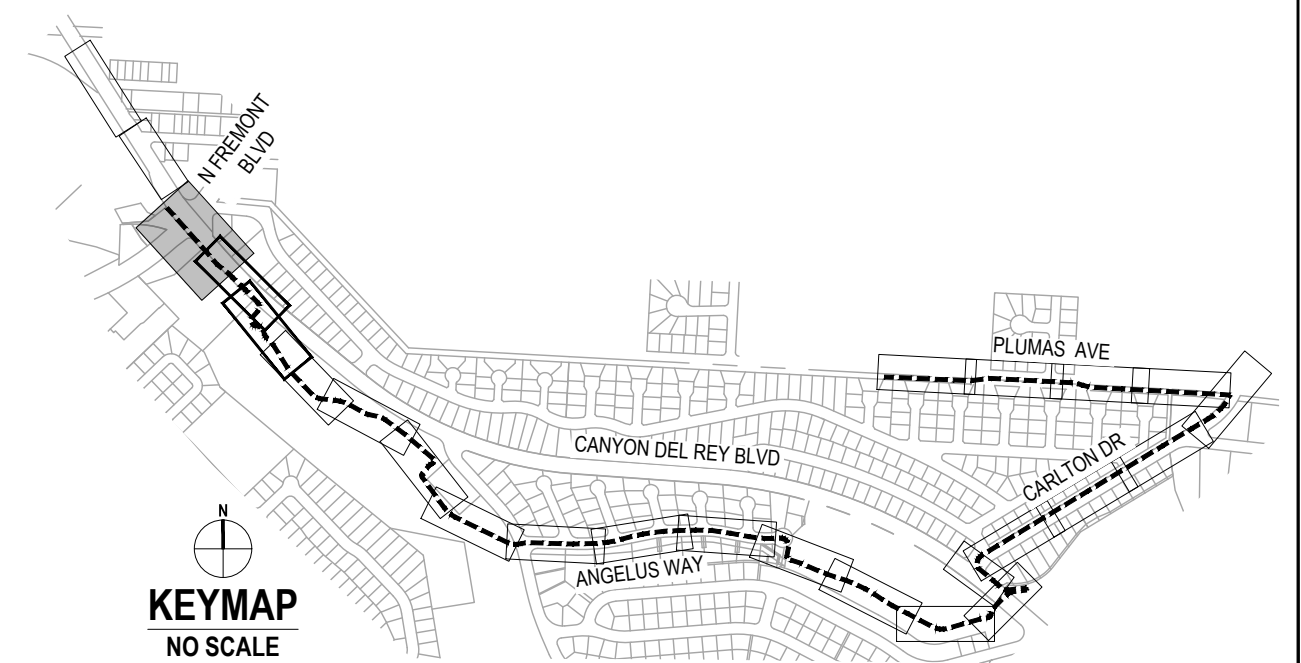
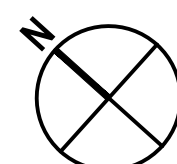
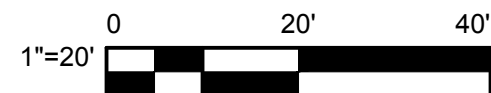
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						Bar is one inch on original size sheet 0 1"			 GHD Inc. 2200 21st Street Sacramento California 95818 USA T 1 916 372 6606 F 1 916 372 6616 Conditions of Use This document and the ideas and designs incorporated herein, as an instrument of professional service, is the property of GHD. This document may only be used by GHD's client (and any other person who GHD has agreed can use this document) for the purpose for which it was prepared and must not be used by any other person or for any other purpose.	 www.ghd.com	Client TRANSPORTATION AGENCY FOR MONTEREY COUNTY	Title SIGNAGE AND STRIPING PLAN - 1	Size ANSI D														
<table><tr><td>No.</td><td>Issue</td><td>Checked</td><td>Approved</td><td>Date</td></tr><tr><td>Author</td><td>EM</td><td>Drafting Check</td><td>SG</td><td>Project Manager</td></tr><tr><td>Designer</td><td>CO</td><td>Design Check</td><td>SG</td><td>Project Director</td></tr></table>					No.	Issue	Checked	Approved	Date	Author	EM	Drafting Check	SG	Project Manager	Designer	CO	Design Check	SG	Project Director		0 10' 20' 40'		REGISTERED PROFESSIONAL ENGINEER STEVE P. GRUPO No. C74607 Exp. 12/31/23 CIVIL STATE OF CALIFORNIA		Project FORTAG TRAIL PROJECT		
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Author	EM	Drafting Check	SG	Project Manager																							
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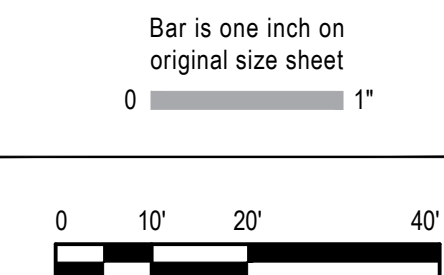
SHEET GENERAL NOTES	
SEE SHEET P-101	
SIGN LEGEND	
▲	EXISTING ROADSIDE SIGN TO REMAIN
●	REMOVE ROADSIDE SIGN
■	RELOCATE ROADSIDE SIGN
├	ROADSIDE SIGN - ONE POST
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10	"25" PAVEMENT MARKING
11	"AHEAD" PAVEMENT MARKING
12	16" X 16" THERMOPLASTIC MARKINGS WITH 16" BETWEEN
13	TWO-STAGE TURN BIKE BOX SEE DETAILS THIS SHEET
	CONTINENTAL CROSSWALK
■	SOLID GREEN PAVEMENT ENHANCEMENT

1 IMPROVEMENT PLAN



100% SUBMITTAL

No.	Issue	Checked	Approved	Date
Author	EM	Drafting Check	SG	Project Manager L. VAN PARYS
Designer	CO	Design Check	SG	Project Director K. VEDULA



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Client
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Project
FORTAG TRAIL PROJECT

Project No.
11220281

Date
APRIL 2023

Scale
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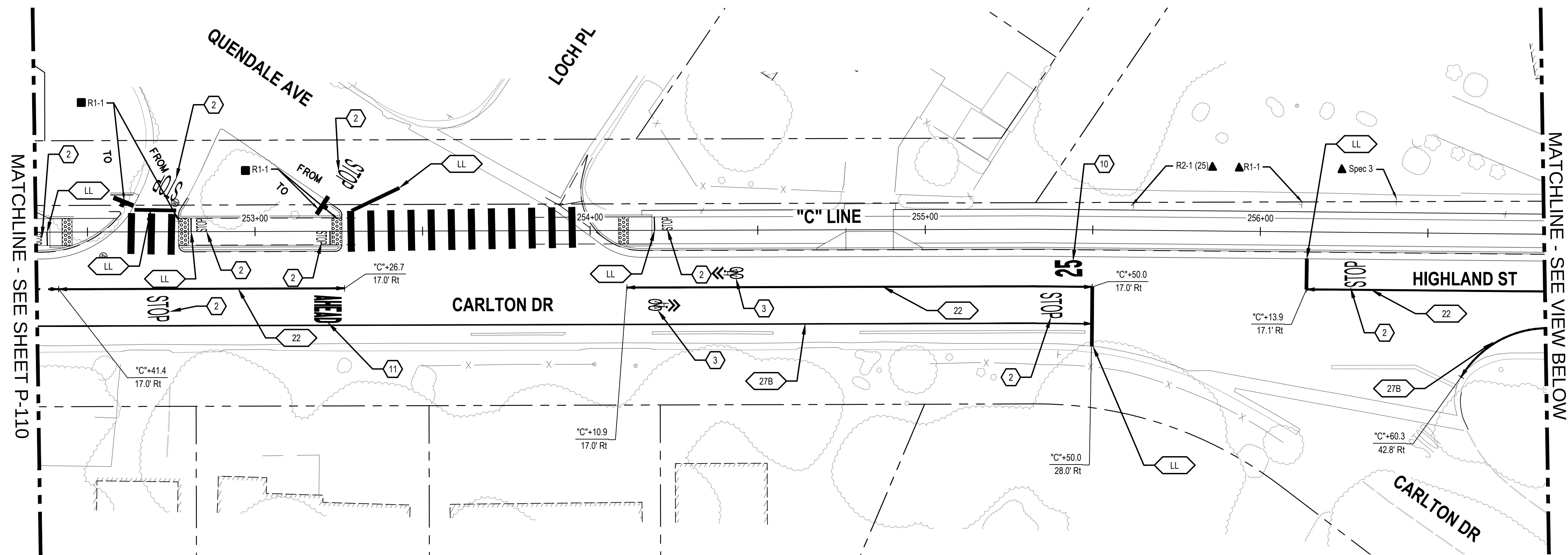
Title
SIGNAGE AND STRIPING PLAN - 2

Size
ANSI D

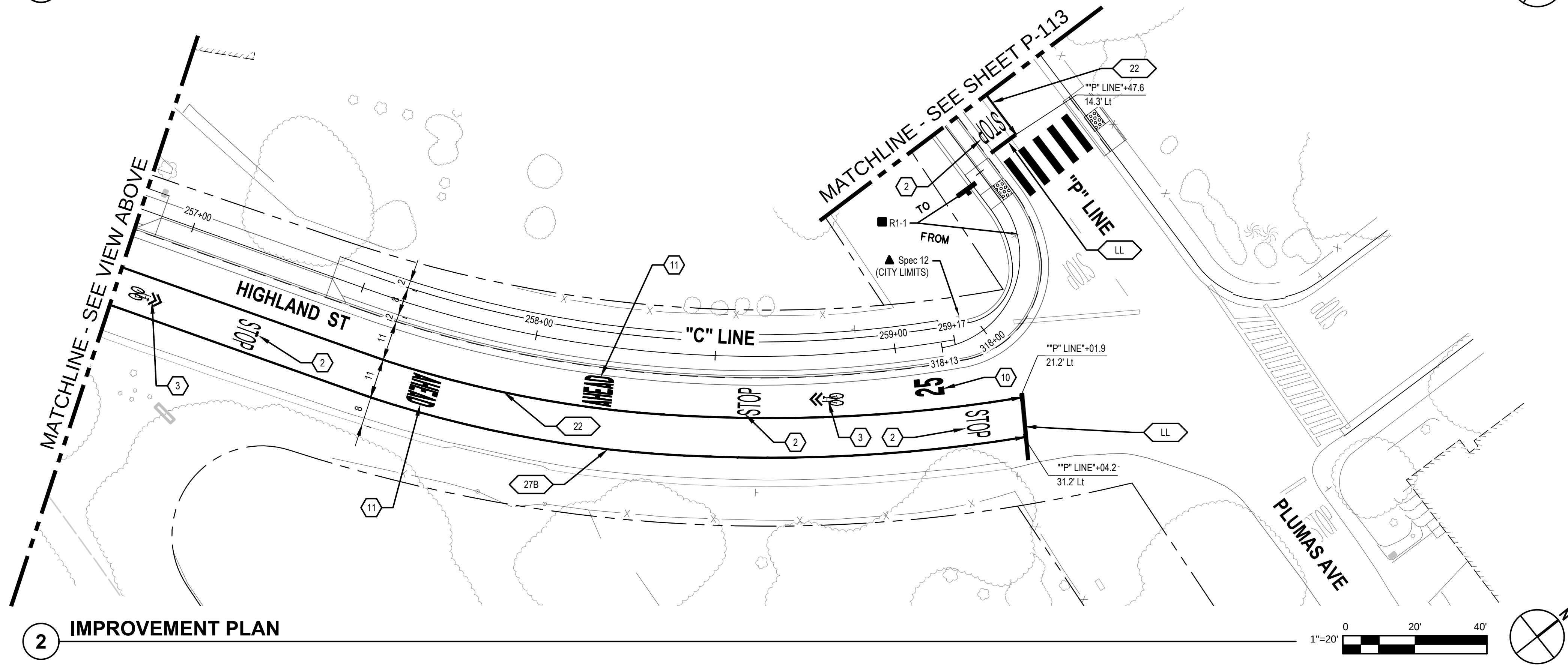
Status Code

Sheet No.
P-102

Sheet
99 of 194



1 IMPROVEMENT PLAN



2 IMPROVEMENT PLAN

SHEET GENERAL NOTES

SEE SHEET P-101

SIGN LEGEND

- ▲ EXISTING ROADSIDE SIGN TO REMAIN
- REMOVE ROADSIDE SIGN
- RELOCATE ROADSIDE SIGN
- 1 ROADSIDE SIGN - ONE POST
- 1 ROADSIDE SIGN MOUNTED ON POLE WITH STRAP AND SADDLE BRACKET METHOD
- + EXISTING ROADSIDE SIGN - ONE POST
- + EXISTING ROADSIDE SIGN - (SSBM)

STRIPING KEYNOTES

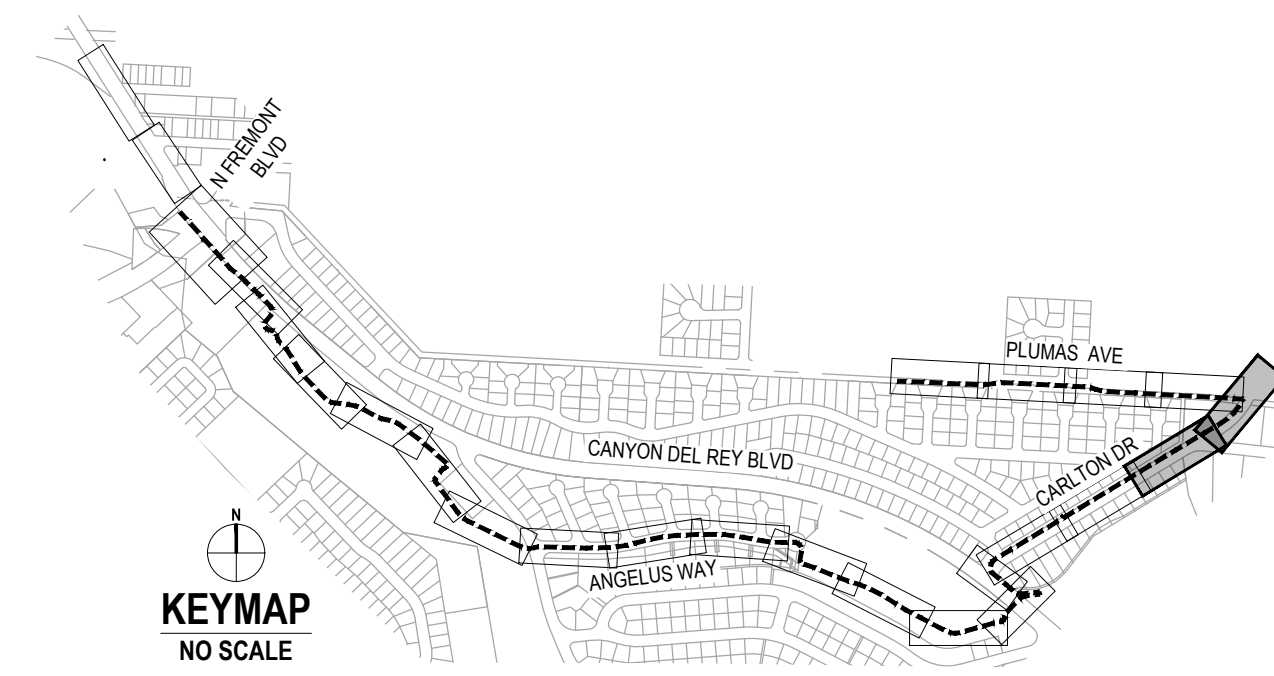
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- 12 16" X 16" THERMOPLASTIC MARKINGS WITH 16" BETWEEN
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CONTINENTAL CROSSWALK

SOLID GREEN PAVEMENT ENHANCEMENT



100% SUBMITTAL

No.	Issue	Checked	Approved	Date
Author	EM	Drafting Check	SG	Project Manager
Designer	CO	Design Check	SG	Project Director
				L. VAN PARYS
				K. VEDULA



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Client
TRANSPORTATION AGENCY FOR MONTEREY COUNTY
Project
FORTAG TRAIL PROJECT

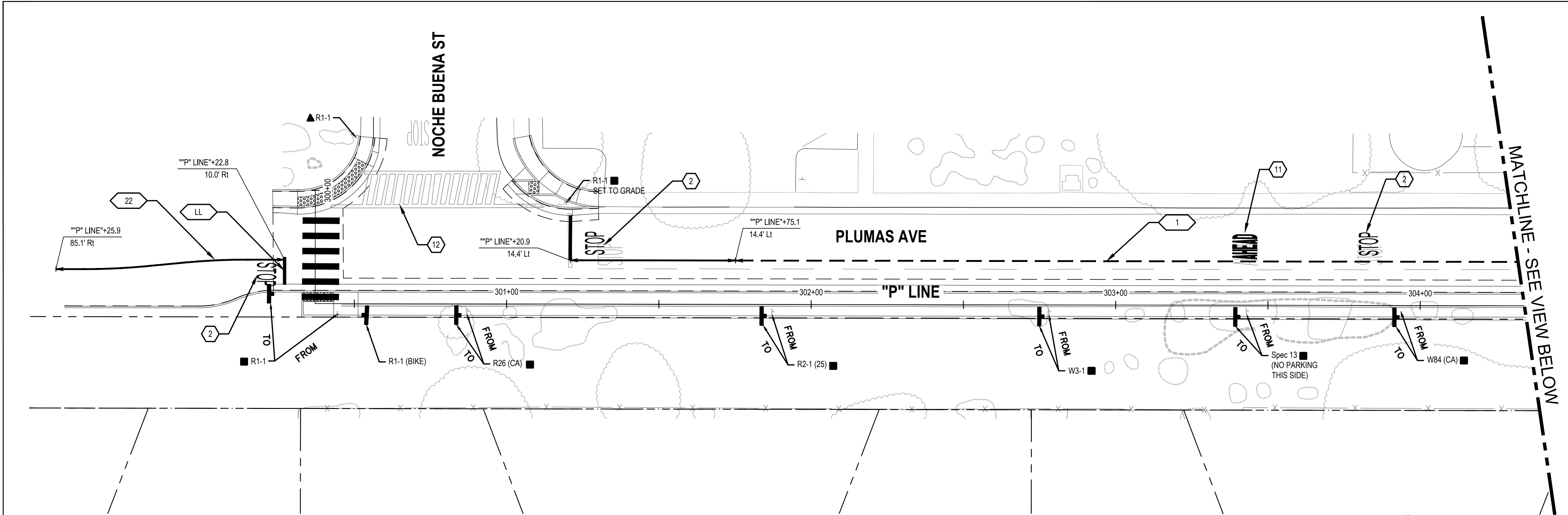
Project No. 11220281
Date APRIL 2023
Scale AS SHOWN

Title SIGNAGE AND STRIPING PLAN - 11

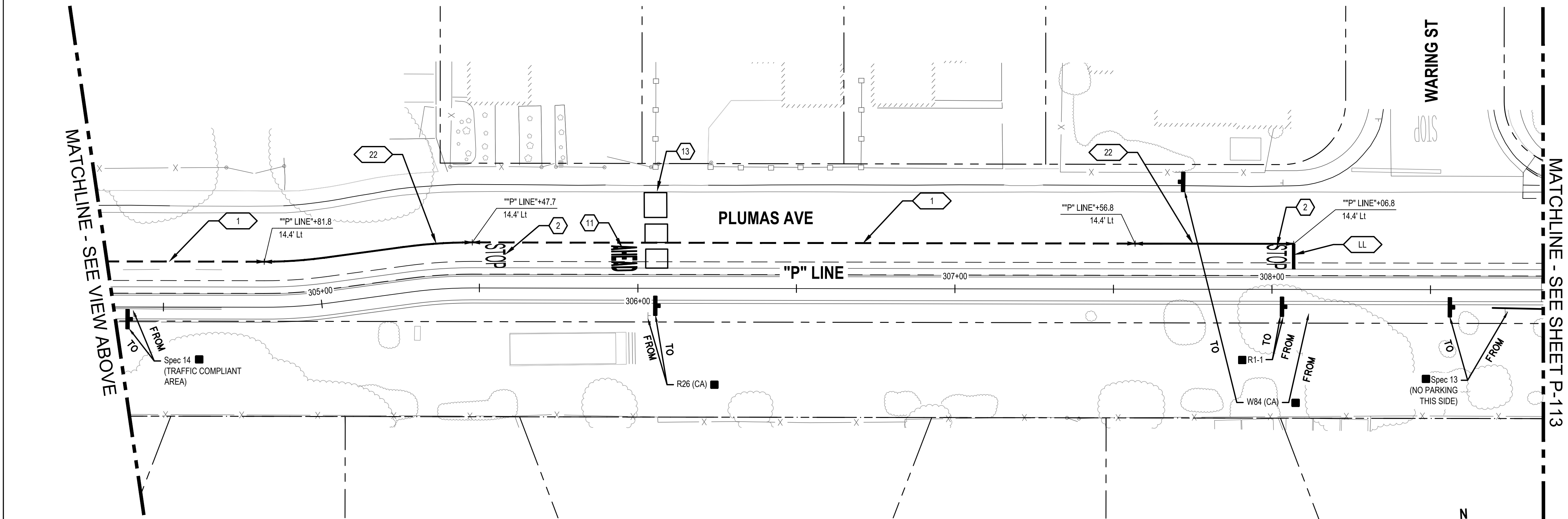
Size ANSI D

Status Code

Sheet No. P-111
Sheet 108 of 194

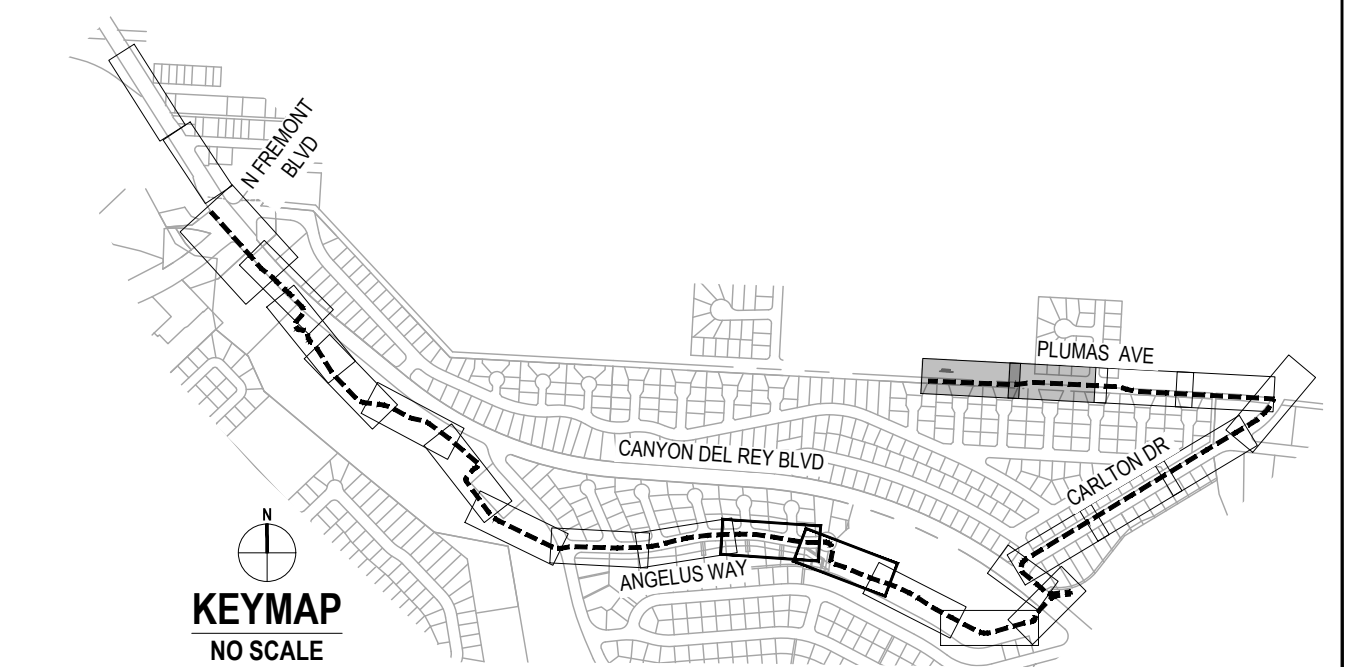


1 IMPROVEMENT PLAN



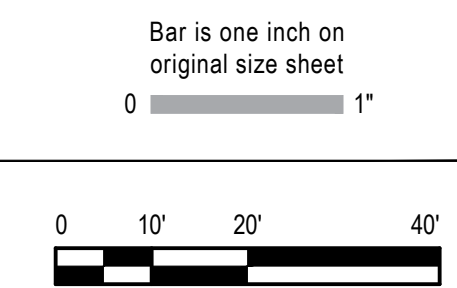
2 IMPROVEMENT PLAN

SHEET GENERAL NOTES	
SEE SHEET P-101	
SIGN LEGEND	
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10	"25" PAVEMENT MARKING
11	"AHEAD" PAVEMENT MARKING
12	REPAINT YELLOW LADDER CROSSWALK
13	RELOCATE/TRIM SURFACE MOUNTED SPEED CUSHIONS PER FIRE DEPARTMENT CONSULTATION
	CONTINENTAL CROSSWALK
■	SOLID GREEN PAVEMENT ENHANCEMENT



100% SUBMITTAL

No.	Issue	Checked	Approved	Date
Author	EM	Drafting Check	SG	Project Manager
Designer	CO	Design Check	SG	Project Director
		L. VAN PARYS		K. VEDULA



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Client	TRANSPORTATION AGENCY FOR MONTEREY COUNTY
Project	FORTAG TRAIL PROJECT
Project No.	11220281
Date	APRIL 2023
Scale	AS SHOWN

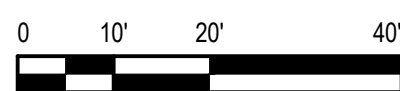
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Size	ANSI D
Status Code	
Sheet No.	P-112
Sheet	109 of 194

SHEET NUMBER	SIGN DESIGNATION	SIGN PANEL SIZE	"C" DIM IN FEET	POST SIZE AND LENGTH				ROADSIDE SIGN		REMOVE ROADSIDE SIGN	REMOVE ROADSIDE SIGN (SSBM)	RESET ROADSIDE SIGN	REMARKS
		INCHES		4"x4"	4"x6"	6"x6"	6"x8"	ONE POST	TWO POST				
								EACH	EACH				
P-101	W74(CA)	48 x 48	7		15.5'			1					
	W73A(CA)	48 x 48	7		15.5'			1					
	D1-1c	24 x 6	7	11'				1					
P-102	R3-7(R)	36 x 36	7	13.5'				1					
	D1-1c	24 x 6	7	11'				1					
	R49(CA)								1				
	R3-4								1				
	R3-4	36 x 36	7	13.5'				1					
	SPEC 1										1		
	SPEC 1										1		
	SPEC 2										1		
	SPEC 3										1		
	SPEC 6	24 x 18	7	12'				1					
	G9-5(CA) G28-2(CA) MARKER										1		
P-103	R1-1	18 x 18	7	12'				1					
	W4-2 R4-1								1				
	R1-1	18 x 18	7	12'				1			1		
	W7-5 SPEC 6	18 x 18 24 x 18	7	13'				1					
	SPEC 6	24 x 18	7	12'				1					
	R1-1										1		
	W4-10(CA)	48 x 48	7		15.5'			1					
P-104	W7-5	18 x 18	7	12'				1					
P-105	W1-4	18 x 18	7	12'				1					
	R1-1	18 x 18	7	12'				1					
	SPEC 6	24 x 18	7	12'				1					
P-106	SPEC 6	24 x 18	7	12'				1					
	SPEC 6	24 x 18	7	12'				1					
P-107	SPEC 6	24 x 18	7	12'				1					
	SPEC 6	24 x 18	7	12'				1					
P-109	R1-1	24 x 18	7	12'				1					
	SPEC 6	24 x 18	7	12'				1					
	R1-1	18 x 18	7	12'				1					
	SPEC 6	24 x 18	7	12'				1					
	SPEC 8										1		
	SPEC 3										1		
	W11-2 W16-9P	36 x 36 30 x 18	7		15.5'			1					
	W7-5	18 x 18	7	12'				1					
	SPEC 3										1		
	R1-5	36 x 36	7	13.5'				1					
	R1-1	18 x 18	7	12'				1					
	SPEC 9										1		
	W11-2 W16-7P										1		
SHEET TOTAL								28		3		12	

No.	Issue	Checked	Approved Date
Author	EM	Drafting Check	SG Project Manager L. VAN PARYS
Designer	CO	Design Check	SG Project Director K. VEDULA



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TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Project
FORTAG TRAIL PROJECT

Title **SIGNAGE AND STRIPING PLAN - 14**

Size
ANSI D

atus Code

Project No.
11220281

Date
APRIL 2023

Scale
AS SHOWN

Sheet No. **P-114** Sheet 111 of 194

ROADSIDE SIGN QUANTITIES

SHEET NUMBER	SIGN DESIGNATION	SIGN PANEL SIZE	"C" DIM IN FEET	POST SIZE AND LENGTH				ROADSIDE SIGN		REMOVE ROADSIDE SIGN	REMOVE ROADSIDE SIGN (SSBM)	RESET ROADSIDE SIGN	REMARKS
		4"x4"		4"x6"	6"x6"	6"x8"	ONE POST	TWO POST					
							EACH	EACH					
P-109	W11-2 W16-7P	36 x 36 30 x 18	7		15.5'			1					
	R1-5	36 x 36	7	13.5'				1					
	W11-2 W16-7P	36 x 36 36 x 18	7		15.5'			1					
	W11-2 W16-7P											1	
	W11-2 W16-7P	36 x 36 36 x 18	7		15.5'			1					
	R1-1											1	
P-110	R1-2									1			
	R1-1											1	
	SPEC 11											1	
	W3-1 R2-1											1	
P-111	R1-1											1	
	R1-1											1	
	SPEC 12											1	
	R1-1											1	
P-112	R1-1											1	
	R1-1											1	
	R1-1	18 x 18	7	12'				1					
	R26(CA)											1	
	R2-1											1	
	W3-1											1	
	SPEC 13											1	
	W84(CA)											1	
	SPEC 14											1	
	R26(CA)											1	
	R1-1											1	
	W84(CA)											1	
P-113	SPEC 13											1	
	W84(CA)											1	
	SPEC 13											1	
	W84(CA)											1	
SHEET TOTAL								5		1		23	
SHEET P-114 TOTAL								28		3		12	
GRAND TOTAL								33		4		35	

100% SUBMITTAL

No. Issue

Author **EM**

Designer **CO**

Drafting Check **SG**

Design Check **SG**

Checked

Project Manager **L. VAN PARYS**

Project Director **K. VEDULA**

Approved

Date



Bar is one inch on original size sheet

0 1" 1"

0 10' 20' 40'

REGISTERED PROFESSIONAL ENGINEER

STEVE P. GRUBB CO

No. C74607

Exp. 12/31/23

CIVIL

STATE OF CALIFORNIA

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FORTAG TRAIL PROJECT

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APRIL 2023

Scale

AS SHOWN

Title

SIGNAGE AND STRIPING PLAN - 15

Size

ANSI D

Status Code

Sheet No.

P-115

Sheet

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PRELIMINARY DESIGN NOT FOR CONSTRUCTION

Packet Page 186

ROADSIDE SIGN PANEL QUANTITIES

SHEET NUMBER	SIGN DESIGNATION	SIGN MESSAGE/ DESCRIPTION	PANEL SIZE L x D	PANEL AREA	BACKGROUND		LEGEND		PROTECTIVE OVERLAY	FURNISH SINGLE SHEET ALUMINUM SIGN			
					SHEETING COLOR	RETROFLECTIVE ASTM TYPE	SHEETING COLOR	RETROFLECTIVE ASTM TYPE		UNFRAMED		FRAMED	
										0.063"	0.080"	0.063"	0.080"
			INCHES	SQFT									
P-101	W74(CA)	THRU TRAFFIC MERGE LEFT	48 x 48	16	YELLOW	XI	BLACK	PLAIN	X		16		
	W73A(CA)	RIGHT LANE TURNS RIGHT AHEAD	48 x 48	16	YELLOW	XI	BLACK	PLAIN	X		16		
	D1-1c	BICYCLE DESTINATION	24 x 6	1	GREEN	XI	WHITE	VIII	X	1			
P-102	R3-7(R)	RIGHT LANE MUST TURN RIGHT	36 x 36	9	WHITE	VIII	BLACK	PLAIN	X	9			
	D1-1c	BICYCLE DESTINATION	24 x 6	1	GREEN	XI	WHITE	VIII	X	1			
	R3-4	NO U-TURN	36 x 36	9	WHITE	VIII	BLACK	PLAIN	X	9			
	SPEC 6	WAYFINDING	24 x 18	3	WHITE	VIII	BLACK	PLAIN	X	3			
P-103	R1-1	STOP	18 x 18	2.25	RED	VIII	WHITE	VIII	X	2.25			
	R1-1	STOP	18 x 18	2.25	RED	VIII	WHITE	VIII	X	2.25			
	W7-5	HILL (BICYCLE)	18 x 18	2.25	YELLOW	XI	BLACK	PLAIN	X	2.25			
	SPEC 6	WAYFINDING	24 x 18	3	WHITE	VIII	BLACK	PLAIN	X	3			
	SPEC 6	WAYFINDING	24 x 18	3.0	WHITE	VIII	BLACK	PLAIN	X	3			
	W4-10(CA)	HAIRPIN CURVE	48 x 48	16	YELLOW	XI	BLACK	PLAIN	X		16		
P-104	W7-5	HILL (BICYCLE)	18 x 18	2.25	YELLOW	XI	BLACK	PLAIN	X	2.25			
P-105	W1-4	CURVE WARNING	18 x 18	2.25	YELLOW	XI	BLACK	PLAIN	X	2.25			
	R1-1	STOP	18 x 18	2.25	RED	VIII	WHITE	VIII	X	2.25			
	SPEC 6	WAYFINDING	24 x 18	3	WHITE	VIII	BLACK	PLAIN	X	3			
P-106	SPEC 6	WAYFINDING	24 x 18	3	WHITE	VIII	BLACK	PLAIN	X	3			
	SPEC 6	WAYFINDING	24 x 18	3	WHITE	VIII	BLACK	PLAIN	X	3			
P-107	SPEC 6	WAYFINDING	24 x 18	3	WHITE	VIII	BLACK	PLAIN	X	3			
	SPEC 6	WAYFINDING	24 x 18	3	WHITE	VIII	BLACK	PLAIN	X	3			
P-109	R1-1	STOP	18 x 18	2.25	RED	VIII	WHITE	VIII	X	2.25			
	SPEC 6	WAYFINDING	24 x 18	3	WHITE	VIII	BLACK	PLAIN	X	2.25			
	R1-1	STOP	18 x 18	2.25	RED	VIII	WHITE	VIII	X	2.25			
	SPEC 6	WAYFINDING	24 x 18	3	WHITE	VIII	BLACK	PLAIN	X	3			
	W11-2	PEDESTRIAN	36 x 36	9	YELLOW	XI	BLACK	PLAIN	X	9			
	W16-9P	AHEAD	30 x 18	3.75	YELLOW	XI	BLACK	PLAIN	X	3.75			
	W7-5	HILL (BICYCLE)	18 x 18	2.25	YELLOW	XI	BLACK	PLAIN	X	2.25			
	R1-5	YIELD HERE TO PEDS	36 x 36	9	WHITE	VIII	BLACK	PLAIN	X	9			
	R1-1	STOP	18 x 18	2.25	RED	VIII	WHITE	VIII	X	2.25			
	W11-2	PEDESTRIAN	36 x 36	9	YELLOW	XI	BLACK	PLAIN	X	9			
	W16-7P	DOWNWARD DIAGONAL ARROW	30 x 18	3.75	YELLOW	XI	BLACK	PLAIN	X	3.75			
	R1-5	YIELD HERE TO PEDS	36 x 36	9	WHITE	VIII	BLACK	PLAIN	X	9			
	W11-2	PEDESTRIAN	36 x 36	9	YELLOW	XI	BLACK	PLAIN	X	9			
	W16-7P	DOWNWARD DIAGONAL ARROW	36 x 18	3.75	YELLOW	XI	BLACK	PLAIN	X	3.75			
	W11-2	PEDESTRIAN	36 x 36	9	YELLOW	XI	BLACK	PLAIN	X	9			
	W16-7P	DOWNWARD DIAGONAL ARROW	36 x 18	3.75	YELLOW	XI	BLACK	PLAIN	X	3.75			
	R1-1	STOP	18 x 18	2.25	RED	VIII	WHITE	VIII	X	2.25			
SUBTOTAL										143	48		

100% SUBMITTAL

No. Issue

Author **EM**

Designer **CO**

Drafting Check **SG**

Design Check **SG**

Checked

Project Manager **L. VAN PARYS**

Project Director **K. VEDULA**

Approved

Date



Bar is one inch on original size sheet

0 10' 20' 40'

REGISTERED PROFESSIONAL ENGINEER

STEVE P. GRUBB CO

No. C74607

Exp. 12/31/23

CIVIL

STATE OF CALIFORNIA



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Client

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Project

FORTAG TRAIL PROJECT

Project No.

11220281

Date

APRIL 2023

Scale

AS SHOWN

Title

SIGNAGE AND STRIPING PLAN - 16

Size

ANSI D

Status Code

Sheet No.

P-116

Sheet

113 of 194

Plot Date: 8 April 2023 - 12:49 PM

Plotted By: Chenin Otto

Path and Filename: N:\USIRoseville\Projects\56111220281\06 - Digital_Design\ACAD 2020\Sheets\11220281-GHD-CI-STP-0114 thru 0117.dwg

PRELIMINARY DESIGN NOT FOR CONSTRUCTION

Packet Page 187

EROSION CONTROL TYPE 1					
SEQUENCE	ITEM	MATERIAL		APPLICATION RATE	DEPTH
		DESCRIPTION	TYPE		
STEP 1	COMPOST	COMPOST	MEDIUM	270 CY/ACRE	2"
STEP 2	INCORPORATE MATERIALS	-	-	-	6"
STEP 3	HYDROSEED	SEED	MIX 1	38.75 LB/ACRE	-
		FIBER	CELLULOSE	500 LB/ACRE	-
STEP 4	HYDROMULCH	FIBER	WOOD	2,000 LB/ACRE	-
		TACKIFIER	GUAR	150 LB/ACRE	-

EROSION CONTROL TYPE 2					
SEQUENCE	ITEM	MATERIAL		APPLICATION RATE	DEPTH
		DESCRIPTION	TYPE		
STEP 1	COMPOST	COMPOST	MEDIUM	270 CY/ACRE	2"
STEP 2	INCORPORATE MATERIALS	-	-	-	4"
STEP 3	HYDROSEED	SEED	MIX 1	38.75 LB/ACRE	-
		FIBER	CELLULOSE	500 LB/ACRE	-
STEP 3	HYDROMULCH	FIBER	WOOD	2,000 LB/ACRE	-
		TACKIFIER	GUAR	150 LB/ACRE	-
STEP 5	ROLLED EROSION CONTROL PRODUCT (NETTING)	NETTING	TYPE B	-	-

EROSION CONTROL TYPE 3					
SEQUENCE	ITEM	MATERIAL		APPLICATION RATE	DEPTH
		DESCRIPTION	TYPE		
STEP 1	COMPOST	COMPOST	MEDIUM	270 CY/ACRE	2"
STEP 2	INCORPORATE MATERIALS	-	-	-	6"
STEP 3	HYDROSEED	SEED	MIX 2	38.75 LB/ACRE	-
		FIBER	CELLULOSE	500 LB/ACRE	-
STEP 4	HYDROMULCH	FIBER	WOOD	2,000 LB/ACRE	-
		TACKIFIER	GUAR	150 LB/ACRE	-
STEP 5	ROLLED EROSION CONTROL PRODUCT (NETTING)	NETTING	TYPE B	-	-

EROSION CONTROL TYPE 4					
SEQUENCE	ITEM	MATERIAL		APPLICATION RATE	DEPTH
		DESCRIPTION	TYPE		
STEP 1	HYDROSEED	SEED	MIX 2	38.75 LB/ACRE	-
		FIBER	CELLULOSE	500 LB/ACRE	-
STEP 2	HYDROMULCH	FIBER	WOOD	2,000 LB/ACRE	-
		TACKIFIER	GUAR	150 LB/ACRE	-
STEP 3	ROLLED EROSION CONTROL PRODUCT (NETTING)	NETTING	TYPE B	-	-

SEED MIX 1

BOTANICAL NAME / COMMON NAME	PERCENT GERMINATION (MINIMUM)	BROADCAST RATES (#LBS./ACRE)	SEEDS REQUIRED (#LBS./ACRE)
ARTEMISIA CALIFORNICA / CALIFORNIA SAGEBRUSH	80%	0.05	
BACCHARIS PILULARIS / COYOTE BUSH	80%	0.05	
LUPINUS BICOLOR / MINIATURE LUPINE	80%	43.50	
ESCHSCHOLZIA CALIFORNICA / CALIFORNIA POPPY	80%	2.25	
LAYIA PLATYGLOSSA / TINY TIPS	80%	2.25	
LUPINUS BICOLOR / MINIATURE LUPINE	80%	7.75	
BROMUS CARINATUS / CALIFORNIA BROME	80%	14.50	
ELYMUS GLAUCUS / BLUE WILD RYE	80%	7.25	
ELYMUS TRITICOIDES / CREEPING WILDRYE	80%	4.00	
FESTUCA MICROSTACHYS / SMALL FESCUE	80%	3.00	

TOTAL 84.60 XX.XX

AREA: X.XX AC

SEED MIX 2

BOTANICAL NAME / COMMON NAME	PERCENT GERMINATION (MINIMUM)	BROADCAST RATES (#LBS./ACRE)	SEEDS REQUIRED (#LBS./ACRE)
CLAYTONIA PERFOLIATA / MINER'S LETTUCE	80%	0.50	
CAREX BARBARAE / SANTA BARBARA SEDGE	80%	2.25	
ELEOCHARIS MACROSTACHYA / COMMON SPIKERUSH	80%	1.00	
JUNCUS EFFUSUS / COMMON RUSH	80%	0.10	
DANTHONIA CALIFORNICA / CALIFORNIA OATGRASS	80%	11.00	
DESCHAMPSIA CESPITOSA / TUFTED HAIRGRASS	80%	0.50	
DISTICHLIS SPICATA / SALTGRASS	80%	1.75	

TOTAL 17.10 XX.XX

AREA: X.XX AC

EROSION CONTROL NOTES

- FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
- THESE PLANS PROVIDE BOTH THE MINIMUM LEVELS OF TEMPORARY WATER POLLUTION CONTROL DURING THE CONSTRUCTION OF THE PROJECT AS WELL AS THE EROSION CONTROL MEASURE THAT SHOULD BE TAKEN PRIOR TO SITE COMPLETION IN ORDER TO CONDITION THE SOIL, SEED, AND PROVIDE BIODEGRADABLE EROSION AND SEDIMENT CONTROLS NEEDED TO ACHIEVE SITE STABILIZATION.
- THE EROSION CONTROL, SEDIMENT CONTROL, AND POLLUTION CONTROL MEASURES SHOWN ON THESE PLANS ARE THE MINIMUM MEASURE THAT SHOULD BE TAKEN. THE CONTRACTOR SHALL MAKE ADJUSTMENTS/MODIFICATIONS TO ADDRESS ACTUAL SITE CONDITIONS AS DIRECTED BY THE ENGINEER AND IMPLEMENT ANY ADDITIONAL MODIFICATIONS AS DEFINED BY THE PROJECT SPECIFIC STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
- ALL WATER POLLUTION CONTROL ITEMS SHALL CONFORM TO THE STORM WATER QUALITY HANDBOOK SPECIFICATIONS. SEE: <http://www.dot.ca.gov/hq/constuc/stormwater/manuals.htm>.
- NUMBER AND LOCATIONS OF TEMPORARY CONCRETE WASHOUTS SHOWN FOR INFORMATION ONLY. PAID FOR AS LUMP SUM
- AN APPROVED TEMPORARY SEED MIX SHALL BE APPLIED TO GRADED SLOPES, EXPOSED SOIL SURFACES, AND NON-CONCRETE SWALES BEFORE RAINY SEASON. OTHERWISE, APPLY HYDROMULCH OR ANOTHER APPROVED TEMPORARY EROSION CONTROL MEASURE PER ENGINEER RECOMMENDATION AND/OR PROJECT SWPPP.
- THE EROSION CONTROL TYPES AND SEQUENCING REQUIREMENTS (AS SHOWN ON THIS SHEET), INCLUDING SOIL CONDITIONING, SEED MIX AND APPLICATION, AND ANY ROLLED EROSION CONTROL PRODUCTS AND/OR BIODEGRADABLE SEDIMENT CONTROL PRODUCTS SHALL BE APPLIED PRIOR TO SITE CLOSEOUT.

LEGEND

-  TEMPORARY CONSTRUCTION ENTRANCE TC-1
-  TEMPORARY INLET PROTECTION SC-10
-  CONCRETE WASHOUT WM-8
-  TEMPORARY STOCKPILE WM-3
-  TEMPORARY MATERIAL STORAGE WM-1
-  FR TEMPORARY FIBER ROLLS
-  TSF TEMPORARY SILT FENCE (HIGH VISIBILITY ORANGE)
-  TF ESA TEMPORARY FENCE (TYPE ESA)
-  TEMPORARY CHECK DAMS
-  EROSION CONTROL TYPE 1
-  EROSION CONTROL TYPE 2
-  EROSION CONTROL TYPE 3
-  EROSION CONTROL TYPE 4

100% SUBMITTAL

No.	Issue	Checked	Approved	Date
Author	EM	Drafting Check	SG	Project Manager L. VAN PARYS
Designer	CO	Design Check	SG	Project Director K. VEDULA



Bar is one inch on original size sheet
0 1"

0 10' 20' 40'



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Client
TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Project
FORTAG TRAIL PROJECT

Project No.
11220281

Date
APRIL 2023

Scale
AS SHOWN

Title
EROSION CONTROL NOTES & LEGEND

Size
ANSI D

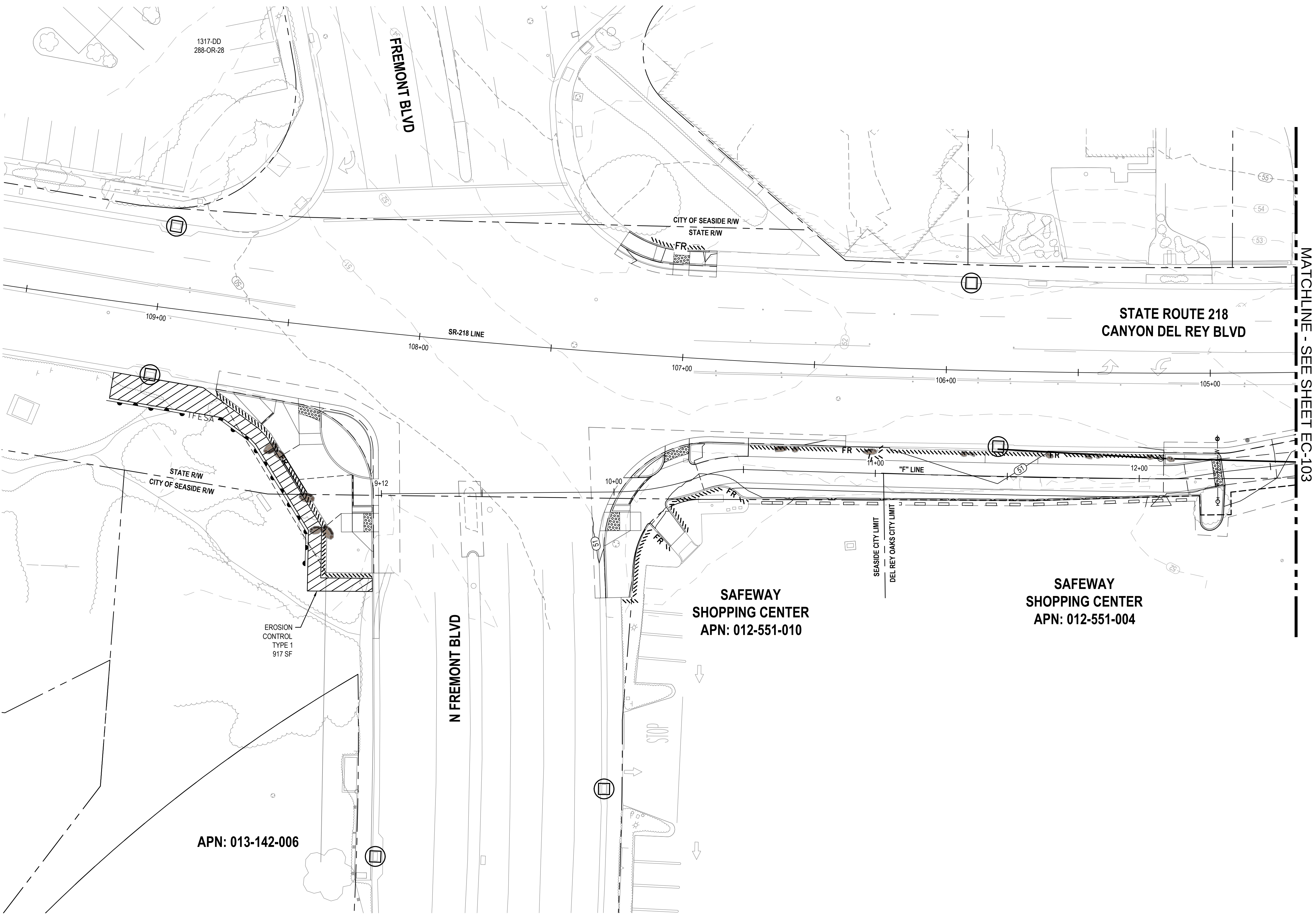
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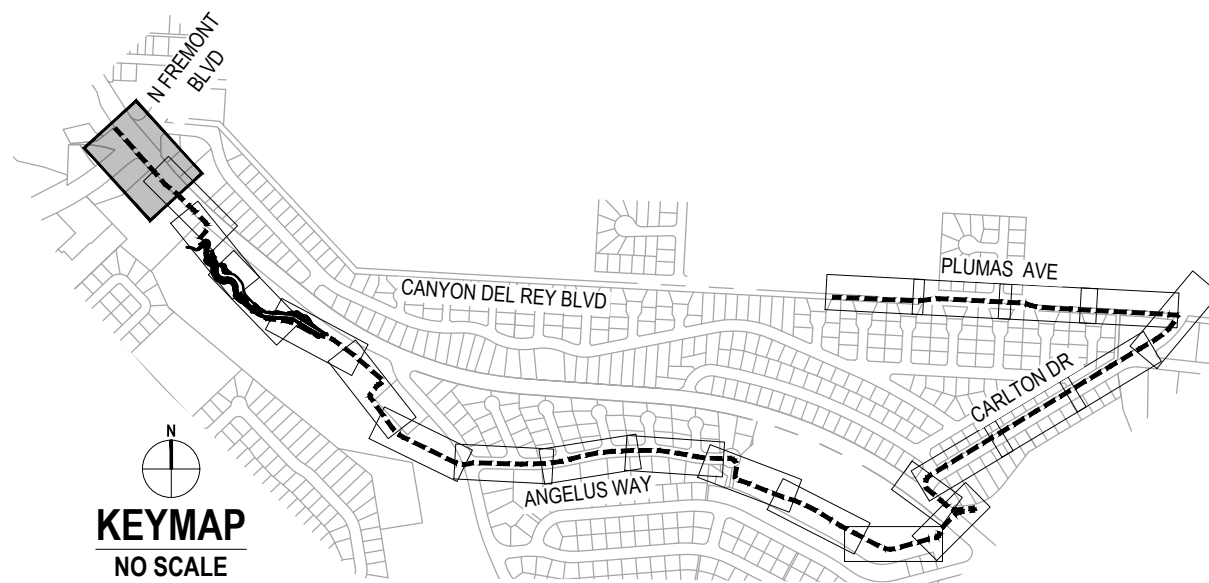
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148 of 194

SHEET GENERAL NOTES

- FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
- SEE EROSION CONTROL LEGEND SHEET FOR LEGEND, SEED MIX, AND EROSION CONTROL TYPES.
- INSTALL TEMPORARY CONSTRUCTION FENCING PER SPECIFICATIONS AND TEMPORARY HIGH VISIBILITY FENCING PER TREE REMOVAL PLAN.



1 EROSION CONTROL PLAN



100% SUBMITTAL

No.	Issue	Checked	Approved	Date
Author	EM	Drafting Check	SG	Project Manager
Designer	CO	Design Check	SG	Project Director
				L. VAN PARYS
				K. VEDULA



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Client
TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Project
FORTAG TRAIL PROJECT

Project No.
11220281

Date
APRIL 2023

Scale
AS SHOWN

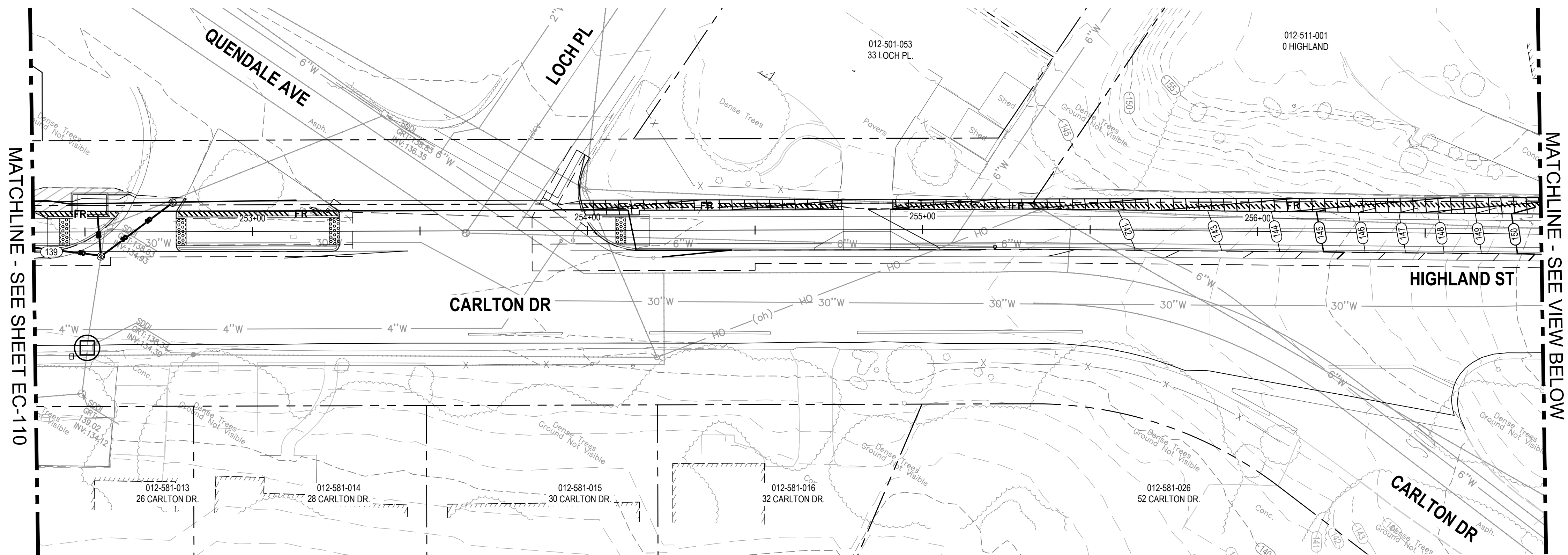
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EROSION CONTROL PLAN - 1

Size
ANSI D

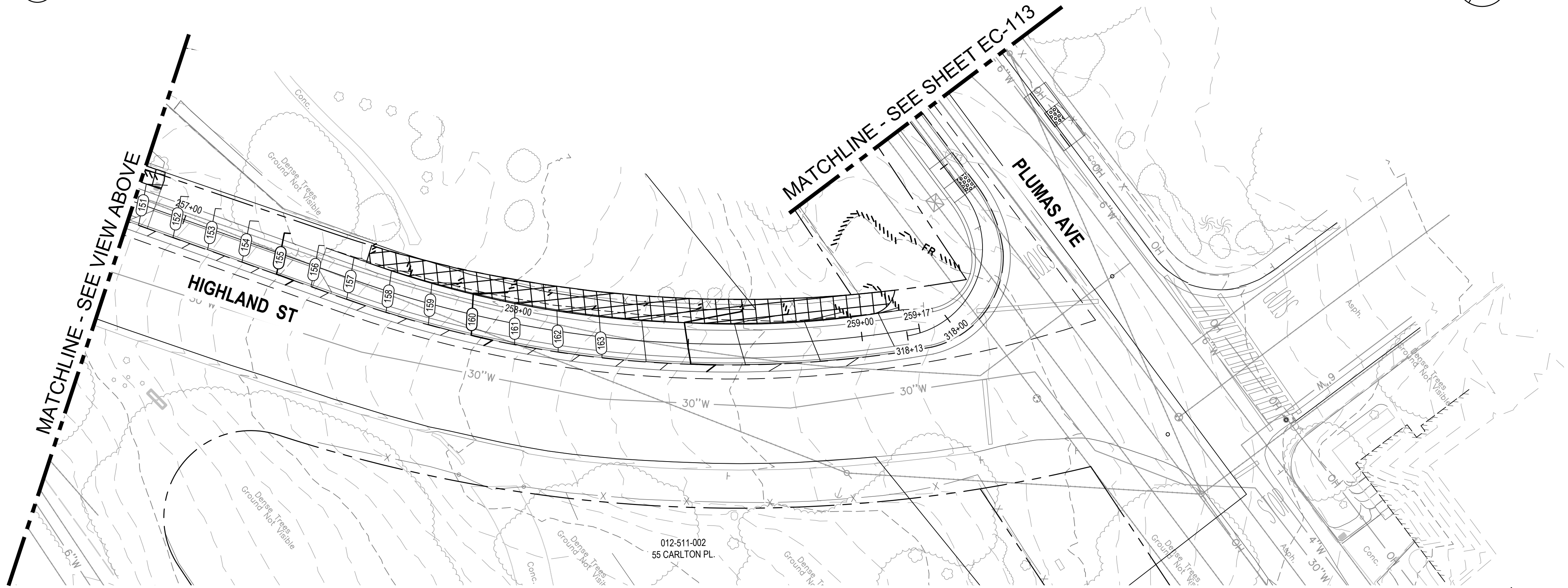
Status Code

Sheet No.
EC-102

Sheet
149 of 194



1 EROSION CONTROL PLAN



2 EROSION CONTROL PLAN

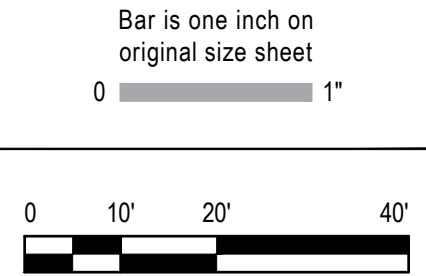
SHEET GENERAL NOTES

- FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
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100% SUBMITTAL

No.	Issue	Checked	Approved	Date
Author	EM	Drafting Check	SG	Project Manager L. VAN PARYS
Designer	CO	Design Check	SG	Project Director K. VEDULA



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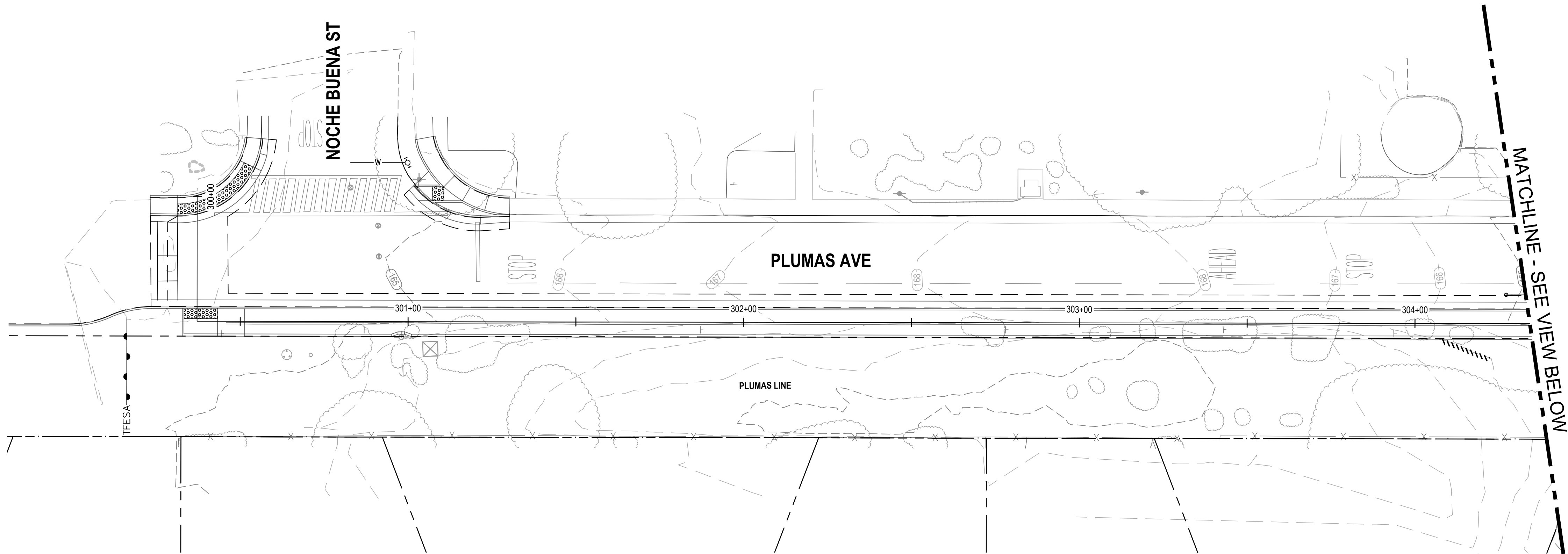
Client TRANSPORTATION AGENCY FOR MONTEREY COUNTY	Title EROSION CONTROL PLAN - 10
Project FORTAG TRAIL PROJECT	Size ANSI D
Project No. 11220281	Date APRIL 2023
Scale AS SHOWN	Status Code

Sheet No.
EC-111
Sheet
158 of 194

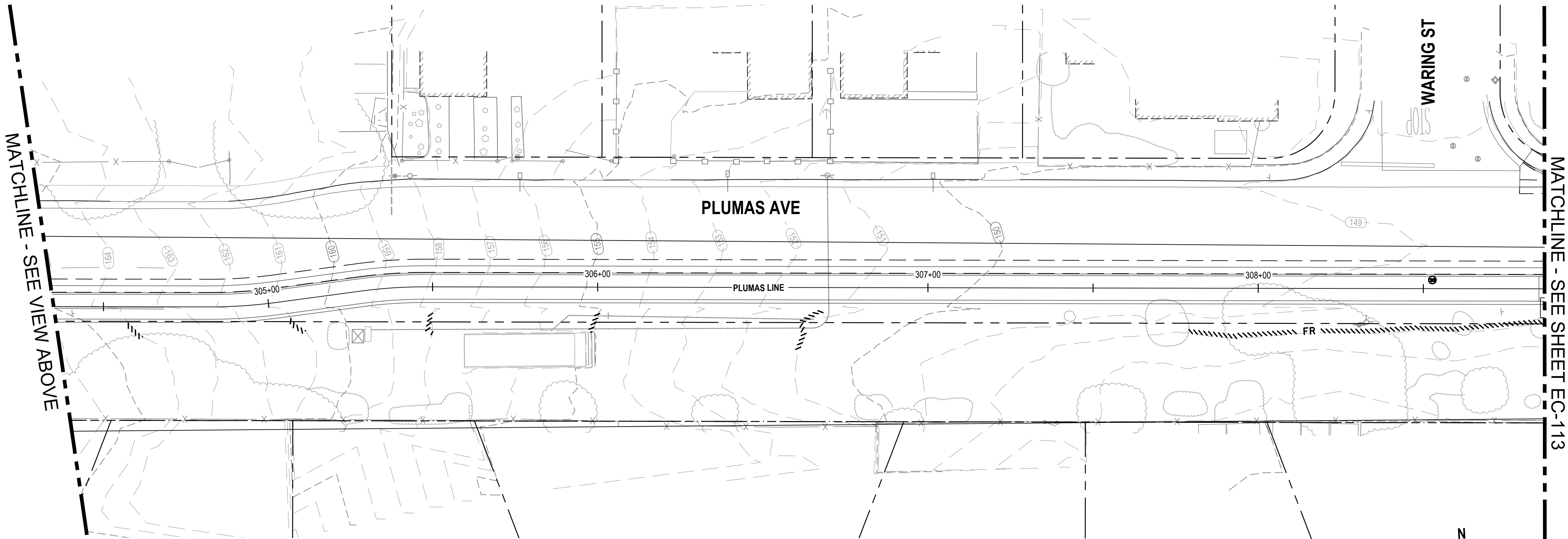
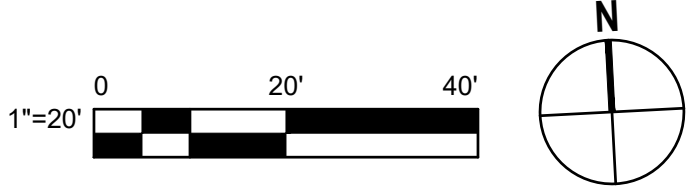
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SHEET GENERAL NOTES

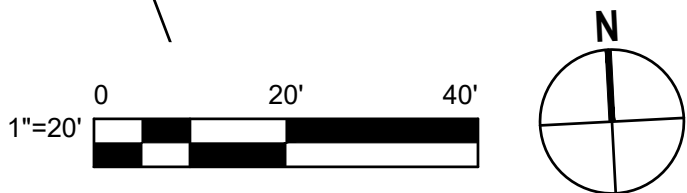
1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
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3. INSTALL TEMPORARY CONSTRUCTION FENCING PER SPECIFICATIONS AND TEMPORARY HIGH VISIBILITY FENCING PER TREE REMOVAL PLAN.



1 EROSION CONTROL PLAN

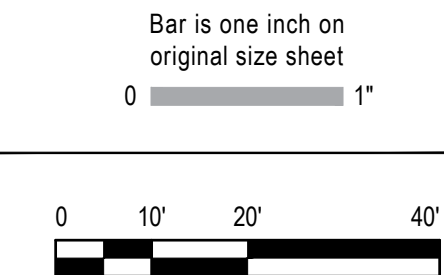


2 EROSION CONTROL PLAN



100% SUBMITTAL

No.	Issue	Checked	Approved	Date
Author	EM	Drafting Check	SG	Project Manager
Designer	CO	Design Check	SG	Project Director
				L. VAN PARYS
				K. VEDULA



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Client
TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Project
FORTAG TRAIL PROJECT

Project No.
11220281

Date
APRIL 2023

Scale
AS SHOWN

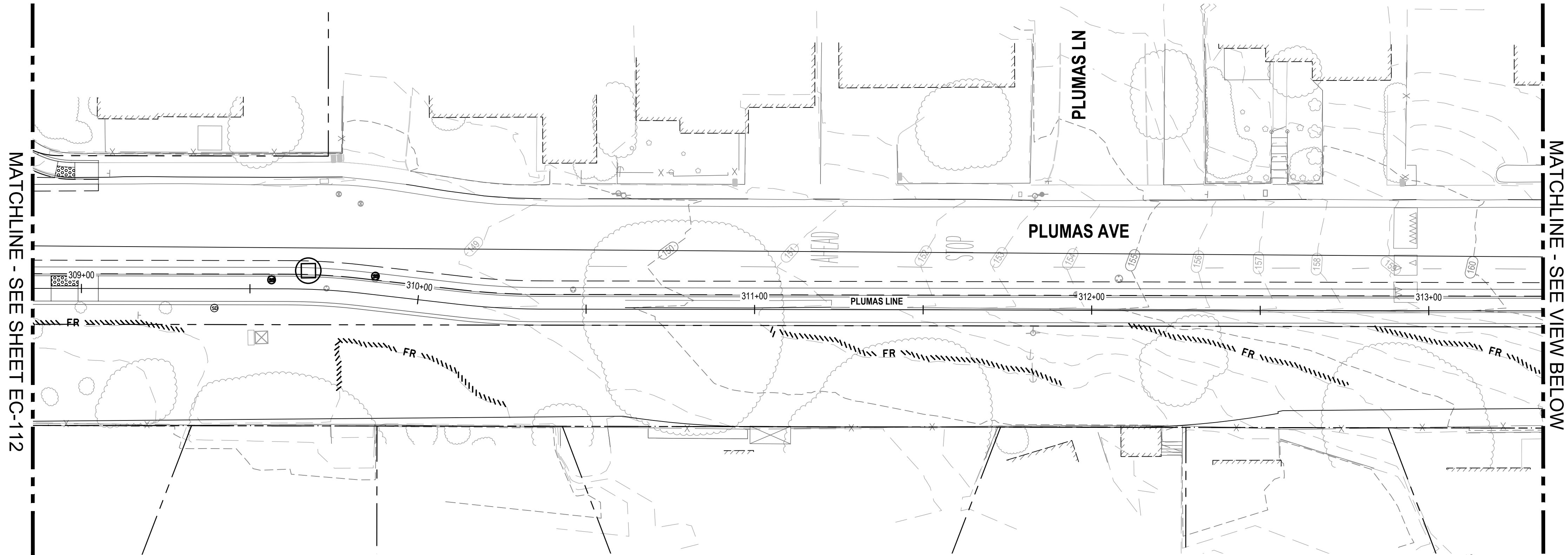
Title
EROSION CONTROL PLAN - 11

Size
ANSI D

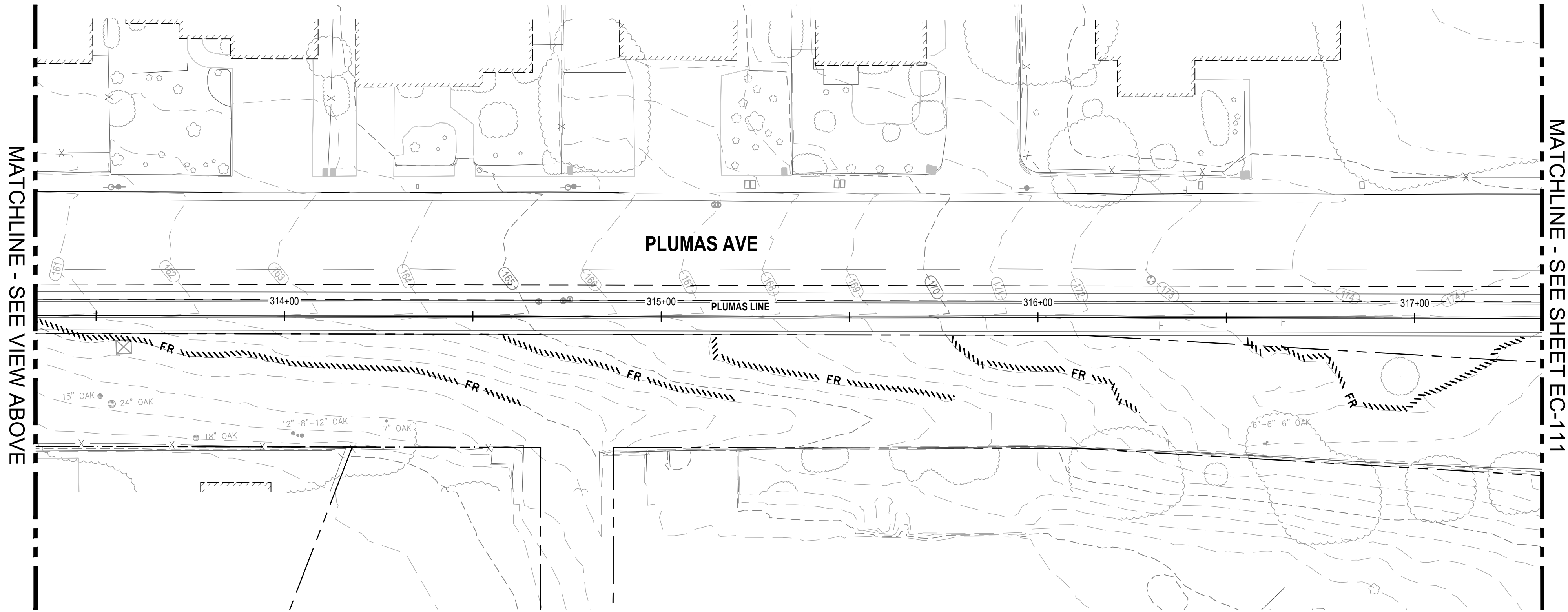
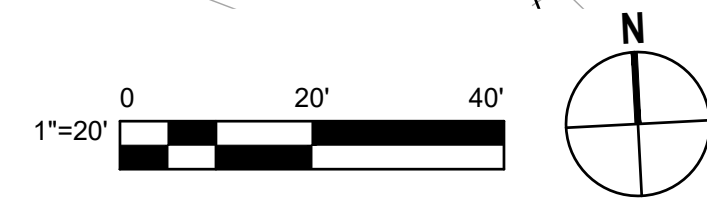
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Sheet No.
EC-112

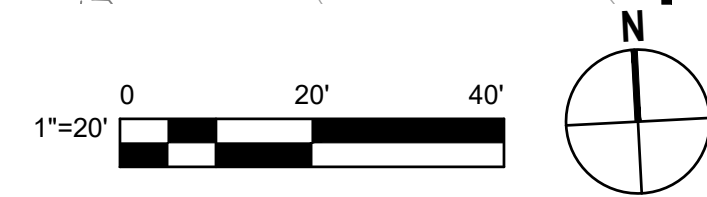
Sheet
159 of 194



1 EROSION CONTROL PLAN



2 EROSION CONTROL PLAN



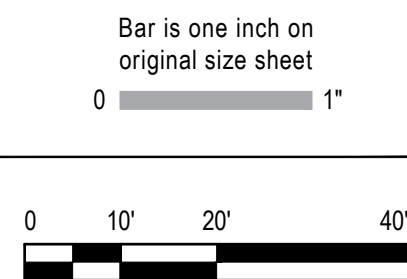
SHEET GENERAL NOTES

1. FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
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100% SUBMITTAL

No.	Issue	Checked	Approved	Date
Author	EM	Drafting Check	SG	Project Manager L. VAN PARYS
Designer	CO	Design Check	SG	Project Director K. VEDULA



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Client TRANSPORTATION AGENCY FOR MONTEREY COUNTY	Title EROSION CONTROL PLAN - 12
Project FORTAG TRAIL PROJECT	
Project No. 11220281	Date APRIL 2023
	Scale AS SHOWN

Size ANSI D
Status Code
Sheet No. EC-113
Sheet 160 of 194

**SUPPLEMENTAL AGREEMENT
TO
FORTAG MASTER AGREEMENT
CANYON DEL REY / STATE ROUTE 218 SEGMENT**

This Supplemental Agreement among the Transportation Agency for Monterey County (“TAMC”), and the City of Seaside (“City”) supplements and is entered into pursuant to the MASTER AGREEMENT (the “Master Agreement”) by and among TAMC and City. For purposes of this Supplemental Agreement, TAMC and City may be referred to collectively as the “Parties.” The parties to the Master Agreement other than TAMC may be referred to collectively as the “Underlying Jurisdictions.”

RECITALS

This agreement is based on the following facts and circumstances:

- A. **Adoption of Measure X.** On November 6, 2016, a ballot measure known as the Transportation Safety & Investment Plan, or “Measure X,” was adopted by the voters of Monterey County. The measure is anticipated to generate an estimated \$20 million annually for a total of \$600 million over thirty years, through a retail transaction and use tax of three-eighths of one percent (3/8%). Among the transportation safety and mobility projects identified for funding through Measure X is the Fort Ord Regional Trail and Greenway (“FORTAG”). Approximately \$20 million in Measure X funding was identified in the Measure X Transportation Safety & Investment Expenditure Plan for the FORTAG proposal.
- B. **Approval and Adoption of Master Agreement.** On March 25, 2020, TAMC certified an Environmental Impact Report, made appropriate findings, and approved a Master Agreement among the Parties and Underlying Jurisdictions with respect to the development of FORTAG. City approved the Master Agreement on February 9, 2021.
- C. **FORTAG Project.** FORTAG is an approximate 28-mile continuous 12-foot-wide paved bicycle and pedestrian trail with an open-space buffer on both sides. A map designating the evaluated FORTAG alignment is attached to the Master Agreement as Exhibit B.
- D. **Receipt of Active Transportation Program Grant Funds.** As part of their rights and obligations under Measure X and the Master Agreement, TAMC and City coordinated in applying for, and TAMC received funds under the State of California’s Active Transportation Program for the development of a 1.5-mile segment of FORTAG within the jurisdiction of City, and including portions within the jurisdiction of Del Rey Oaks and

Monterey Peninsula Regional Parks District. (the “CDR Segment”). A map designating the approved alignment of CDR Segment is attached hereto as Exhibit 1.

NOW, THEREFORE, the Parties agree:

Section I.
Parties

The Parties to this Supplemental Agreement are City and TAMC.

Section II.
Effective Date

This Supplemental Agreement shall be effective, and a Party shall receive the benefits, and accept the obligations, described herein on the date that this Agreement is approved by the governing body of said Party.

Section III.
Implementation of Mitigation Measures

Consistent with Section IV. of the Master Agreement, and its environmental findings made in connection with the approval of the Master Agreement, City hereby adopts the Mitigation Measures listed in the Mitigation, Monitoring and Reporting Program (“MMRP”). More specifically, for the CDR Segment, such mitigation measures include:

- A. The collection of trash from such receptacles on a reasonable, periodic basis
- B. The installation and maintenance of Dog Waste Disposal Bag Dispensers at the locations of the solid waste receptacles
- C. Causing the collection of litter along the CDR Segment on a reasonable, periodic basis
- D. Incorporating the CDR Segment into the police patrols of City, and cooperating with patrols by other Underlying Jurisdictions
- E. Installing and maintaining signage regarding Trail Safety and Courtesy
- F. Inspecting and maintaining the trail conditions along CDR Segment in good condition
- G. Developing monitoring and reporting methodology for sharing of information among the Underlying Jurisdictions to promote safety, reduce potential vandalism, and create and maintain a cohesive experience for FORTAG users

A copy of a Supplemental MMRP for the CDR Segment is attached hereto and incorporated herein as Exhibit 2.

Section IV.
Covenants of TAMC

With respect to each party Underlying Jurisdiction and this Supplemental Agreement, TAMC shall:

- A. Funding Commitment. TAMC has, and shall continue to provide funding assistance to plan, engineer, and construct the CDR Segment.
- B. Planning Assistance. TAMC has, and shall continue to provide planning and development assistance, and manage the construction of the CDR Segment.
- C. Development and Construction. TAMC shall undertake the development and construction of the CDR Segment, consistent with the terms of the Active Transportation Program Grant Adoption Resolution G-19-31 and the Project Baseline Agreement between TAMC, Caltrans, and the California Transportation Commission.

Section V.
Covenants of City

- A. With respect to the CDR Segment of FORTAG, City shall:
 - 1. Continue to cooperate with TAMC in seeking funding for the development of segments of FORTAG within its jurisdiction.
 - 2. Accept and enforce all appropriate Mitigation and Monitoring conditions identified for the segment(s) of FORTAG within the boundaries of City, including those described in Section III and Exhibit 2.
 - 3. Undertake appropriate review and approval of plans and specifications for the CDR Segment of FORTAG within the jurisdiction of City.
 - 4. Accept ownership of that portion of the CDR Segment of FORTAG completed within the boundaries of City.
 - 5. Provide for the reasonable maintenance of the CDR Segment of FORTAG within the boundaries of City.

6. Prior to the completion of construction of the CDR Segment of FORTAG, adopt and enforce such reasonable use and operations rules and regulations as City deems necessary and appropriate to accomplish the Supplemental MMRP attached as Exhibit 2.
7. Provide a minimum of 90 days advanced notice to TAMC, and conduct a duly noticed public hearing, prior to any effort to modify the use and operations rules and regulations adopted pursuant to Section V., paragraph 6, above.

Section VI.

Mutual Covenants

- A. Covenants of Master Agreement Retained. Nothing in this Supplemental Agreement shall impede or replace the Covenants set forth in the Master Agreement, both Mutual Covenants and Covenants by TAMC and/or City.
- B. Term and Termination. This Supplemental Agreement shall remain in effect as to each Party from the date of approval until terminated as provided herein.
 1. This Agreement may be terminated at any time by the mutual consent of both Parties, provided that 60 days' certified mail notice, as provided in Section XI.B., is given to all other Underlying Jurisdictions which are Parties to this Agreement.
- C. Indemnity by TAMC. As to construction of the CDR Segment by TAMC, neither City nor any of their respective governing bodies, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Supplemental Agreement. Notwithstanding Government Code section 895.6, it is also understood and agreed, pursuant to Government Code section 895.4, that TAMC shall fully defend, indemnify, and hold harmless City, and any of its respective governing bodies, elected officials, all its officers, agents, and employees from any liability imposed on City for injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Supplemental Agreement.

Payments to FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide

services defend and indemnify TAMC and the Parties to this Supplemental Agreement.

- D. Indemnity by City. Neither TAMC, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by City in connection with this Supplemental Agreement or any work or action taken with Measure X or funds related to the FORTAG Project. Notwithstanding Government Code section 895.6, it is also understood and agreed, pursuant to Government Code section 895.4, that City shall fully defend, indemnify, and hold harmless TAMC, its governing body, and all its officers, agents, and employees, from any liability imposed on TAMC for injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by City pursuant to this Supplemental Agreement or any work or action taken with FORTAG.

Payments to FORTAG contractors hired by the Underlying Jurisdiction shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities which provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s). To the extent that the Underlying Jurisdiction requires or permits a portion of a segment of FORTAG to be constructed by others not a party to the Master Agreement or this Supplemental Agreement, the Underlying Jurisdiction shall require that payments to FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s).

- E. Mutual Indemnification Among Parties. Each Party to this Supplemental Agreement agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions for the indemnifying party or its officials, officers, employees, or agents. In the event of liability imposed upon any of the parties to this Supplemental Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the Parties in the performance of this Supplemental Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to \$100. The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Supplemental Agreement.

Section VII.

Amendments

This Supplemental Agreement may be amended at any time, in writing, by an amendment approved by the Parties hereto; provided that no amendment shall modify the Master Agreement, except in accordance with Section V. of the Master Agreement.

Section VIII.

Integration of Agreements

This Supplemental Agreement, together with the Master Agreements, and TAMC Ordinance No. 2016-01, are the sole agreements on the subject matters of this Supplemental Agreement between and among the Parties with respect to FORTAG.

Section IX.

Miscellaneous

- A. **Arbitration.** Any controversy or claim between the Parties to this Supplemental Agreement, or between any Underlying Jurisdiction and TAMC with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of this Supplemental Agreement, or any breach thereof, shall be submitted to and determined by arbitration. The party desiring to initiate arbitration shall give notice by mail of its intention to arbitrate to every other party to this Supplemental Agreement and/or Master Agreement, depending on the nature of the dispute. Such notice shall designate as “respondents” such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within 10 business days of service upon it of such notice, file a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within 20 business days of the service of the initial demand for arbitration, the initiating party and the respondent shall each designate a person to act as an arbitrator. The two designated arbitrators shall mutually designate a third person to act as arbitrator. The three arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, sections 1280, et seq.. The Parties to this Agreement agree that the decision of the arbitrators shall be both binding and final.
- B. **Notices.** Any notice or instrument required to be given or delivered by mail shall be deposited in any United States Post Office, registered or certified, postage prepaid, and addressed to the addresses of the Parties as shown on such in Exhibit A of the Master Agreement. Such notice shall be deemed to have been received by the party to whom

the same is addressed at the expiration of 72 hours after deposit of the same in the United States Post Office. All other notices may be provided by regular mail to the addresses shown in Exhibit A of the Master Agreement, and/or to by facsimile or email transmission to the numbers and addresses shown associated with the respective parties. Receipt of such notices shall be deemed complete by close of business on the next business day after transmission.

- C. Partial Invalidity. If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Supplemental Agreement shall, to any extent, be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. The governing body of each of the Parties hereto hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Supplemental Agreement irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Supplemental Agreement be declared invalid or unenforceable.
- D. Governing Law; Interpretation. This Supplemental Agreement shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of California. This Supplemental Agreement has been arrived at through good faith negotiation between the Parties; each Party waives the provisions of Civil Code section 1654 concerning the interpretation of this Supplemental Agreement.
- E. No Third-Party Beneficiaries. This Supplemental Agreement is intended solely for the benefit of the parties to this Supplemental Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against TAMC, Del Rey Oaks, Seaside, the District, or any Underlying Jurisdiction.
- F. Assignment. The Parties hereto shall not assign any rights or obligations under this Supplemental Agreement with the written consent of the other Parties.
- g. Waiver. Any waiver of any terms of this Supplemental Agreement shall be in writing signed by each applicable Party thereto. A waiver of any of the terms and conditions of this Supplemental Agreement shall not be construed as a waiver of any other terms or conditions in this Supplemental Agreement.
- G. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.

- H. Counterparts. This Supplemental Agreement may be signed in counterparts with the signature pages attached to form a complete document.

Section X.
Execution and Signatures

The Board of Directors of TAMC and the City Council have each authorized the execution of this Agreement, as evidenced by the authorized signatures below on the dates specified below. This Agreement may be signed in counterparts with the signature pages attached to form a complete document.

APPROVED BY:

[Signatures on following pages]

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By: _____

Its: _____

Date: _____

Approved as to form:

TAMC Counsel

CITY OF SEASIDE

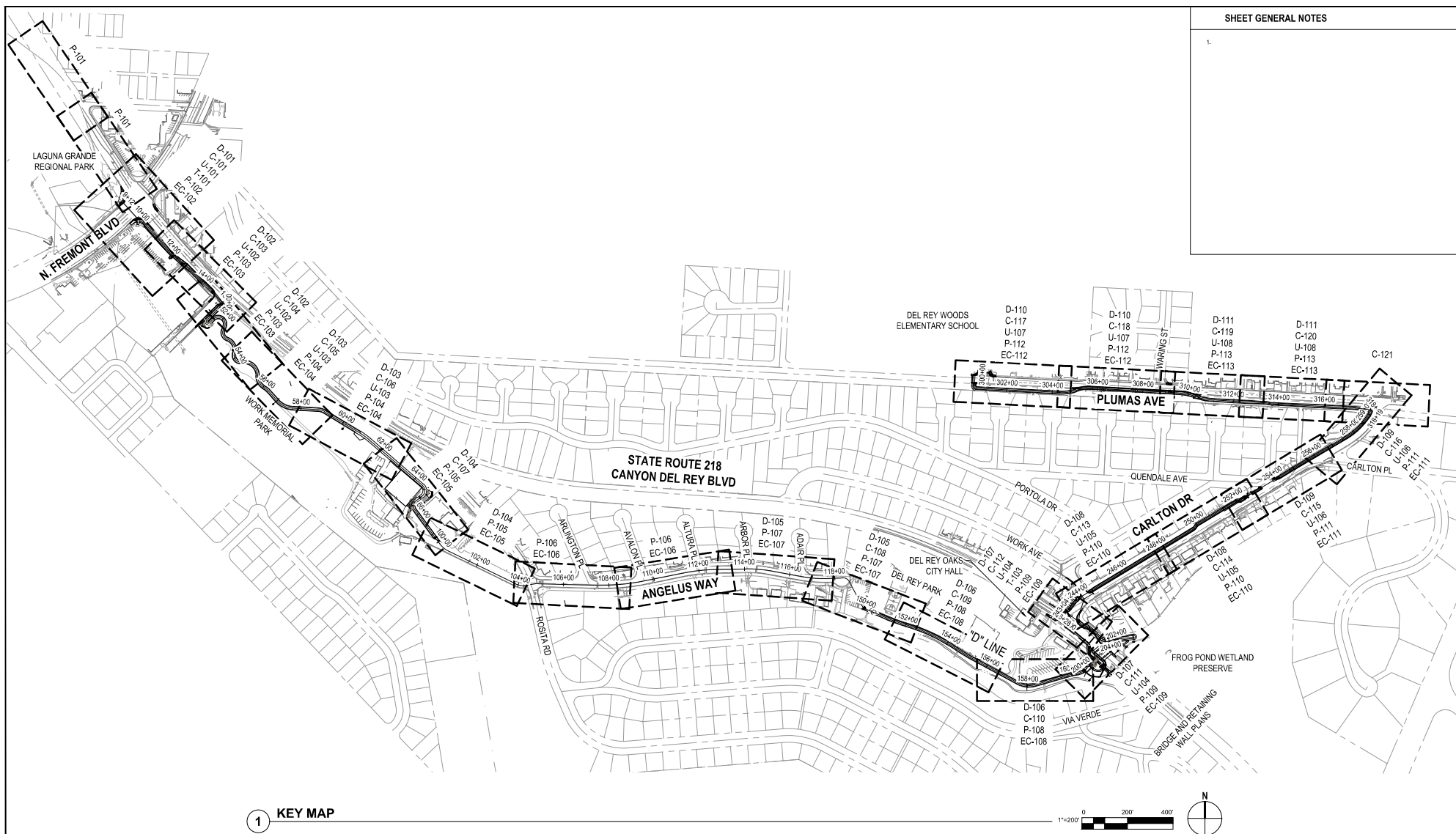
Jaime M. Fontes, City Manager

Date: _____

Approved as to form:

Sheri Damon, City Attorney
City of Seaside

EXHIBIT 1
MAP OF SEGMENT ONE ALIGNMENT



SHEET GENERAL NOTES

1 KEY MAP

100% SUBMITTAL

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PRELIMINARY DESIGN NOT FOR CONSTRUCTION

EXHIBIT 2
SUPPLEMENTAL MITIGATION MONITORING AND REPORTING PROGRAM

EXHIBIT 2
SUPPLEMENTAL MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Action Required	Monitoring Timing	Monitoring Frequency
AG-4(b): Install Fencing and Signage Prior to Operation Wherever the Trail is constructed within 50 feet of agricultural fields, fencing shall be installed between the Trail and adjacent agricultural operations. In addition, signs clearly indicating “No Trespassing” shall be installed at key locations near agricultural operations, to be identified by the implementing entity for Trail segments adjacent to agriculture in consultation with agricultural operators. The signs shall specify the legal ramifications for trespassing on adjacent properties. Additional signage shall be installed, where appropriate, reminding Trail users that dogs must be on leash and remain on the trail, that littering is prohibited, and that dog waste must be removed. The implementing entity shall be responsible for ensuring the fencing and signs are properly maintained and shall replace fencing and signs when they are removed or damaged such that they are no longer functional.	Maintain fencing and signage and replace as needed	During operation	Ongoing during operation
AG-4(c): Regularly remove Solid Waste and Litter during Operation Once the Trail is open for public use, the implementing entity shall ensure that solid waste is collected from trash receptacles on a reasonable, periodic basis to ensure that the trash and recycling receptacles located along the Trail do not overflow. The frequency shall be determined by the implementing entity and may vary seasonally, with more frequent collection in the summer months when the Trail is busy. The implementing entity shall also be responsible for collecting litter along the Trail. If litter leaves the Trail ROW, the implementing entity shall ensure that the litter in the vicinity of the Trail that is reasonably attributed to Trail use is removed within a reasonable time frame. Access to agricultural fields for the purpose of litter removal shall be coordinated with on-site agricultural operators, taking into account pesticide/fumigant restrictions and the goal of minimizing soil compaction or direct contact with crops. The implementing entity shall not enter adjacent agricultural fields without express permission by the agricultural operator. All solid waste and recyclable materials shall be properly disposed.	Collect litter attributed to trail use and remove solid waste from trash receptacles on a reasonable, periodic basis	During operation	Ongoing during operation

AQ-4: Install Dog Waste Facilities Trail construction shall include installation of dog waste disposal bag dispensers with a waste receptacle at every amenity area where trash cans are provided. Waste disposal and bag refills shall be incorporated into the Master Agreement for Trail maintenance through Supplemental Agreements.	Install dog waste disposal facilities consistent with the measure and maintain throughout operation.	Install prior to operation; maintain during operation	Once prior to operation; ongoing during operation
PS-1: Ensure Adequate Police Monitoring and Safety Provisions for Each Portion of the FORTAG Alignment Prior to the construction and operation of any segment or portion of FORTAG, the project Master Agreement will be developed and signed by relevant jurisdictional parties, which will include provisions requiring the entry into Supplemental Agreements at the time that actual design and construction occurs. These Supplemental Agreements shall specify: 1) maintenance activities and frequency, including trash collection; 2) safety features or provisions (e.g., lighting, fencing, signage) determined appropriate by local law enforcement in consideration of potential for homeless/transient activity, illegal camping, or criminal activity in the particular trail segment; 3) safety patrol responsibility, frequency, and reporting procedures; 4) protocol for illegal camping and loitering; and 5) monitoring and reporting methodology and frequency, in consideration of ongoing reports to local jurisdictions responsible for maintenance, law enforcement and monitoring. The Supplemental Agreements shall also identify adaptive management options if public safety and law enforcement are determined to be an ongoing issue.	In the Supplemental Agreements to the Master Agreement, include provisions to ensure maintenance, safety, rule enforcement, and police service for the trail.	Prior to the construction and operation of any segment or portion of FORTAG	Once

FORTAG MASTER AGREEMENT

This MASTER AGREEMENT (the “Agreement”) is entered into by and among the Transportation Agency for the County of Monterey (“TAMC”), the County of Monterey (“County”), the City of Del Rey Oaks (“Del Rey Oaks”), the City of Marina (“Marina”), the City of Monterey (“Monterey”), the City of Seaside (“Seaside”), the Monterey Peninsula Regional Parks District (“MPRPD”), the University of California, Santa Cruz (“UCSC”), and California State University at Monterey Bay (“CSUMB”). TAMC, the County, the cities named herein, the District, and UCSC and CSUMB may be referred to collectively as the “Parties.” The Parties other than TAMC may be referred to collectively as the “Underlying Jurisdictions.” The notice and contact information of the Parties are attached hereto as Exhibit A.

RECITALS

This agreement is based on the following facts and circumstances:

- A. **Adoption of Measure X.** On November 6, 2016, a ballot measure known as the Transportation Safety & Investment Plan, or “Measure X,” was adopted by the voters of Monterey County. The measure is anticipated to generate an estimated \$20 million annually for a total of \$600 million over thirty years, through a retail transactions and use tax of three-eighths of one percent (3/8%). Among the transportation safety and mobility projects identified for funding through Measure X is the Fort Ord Regional Trail And Greenway (“FORTAG”). Approximately \$20 million in Measure X funding was identified in the Measure X Transportation Safety & Investment Expenditure Plan for the FORTAG proposal.
- B. **FORTAG Project.** FORTAG has been proposed as an approximately 27-mile continuous 12-foot wide paved bicycle and pedestrian trail with an open-space buffer on both sides. FORTAG is proposed to extend over and within the jurisdiction of each of the Parties hereto. TAMC was designated the Lead Agency for review of the FORTAG proposal under environmental laws.
- C. **Environmental Documentation.** In compliance with the California Environmental Quality Act (“CEQA”) TAMC has prepared and certified the FORTAG Final EIR (SCH # 2019060053), and has approved a Mitigation Monitoring and Reporting Plan, and has further adopted findings with respect thereto. A map designating the evaluated FORTAG alignment is attached hereto as Exhibit B.

- D. **Need for Collective and Coordinated Action.** In order to ensure the efficient and effective development of FORTAG, and to avoid segmentation of the project, the Parties agree on the need for collective and coordinated actions by the Parties, including the possible dedication of rights of way, and the need to maintain any improvements approved within a Parties' jurisdiction.
- E. **Mitigation of Regional Transportation Impacts of Local Development and Promotion of Active Transportation.** Development, implementation and maintenance of FORTAG, as it may be approved under applicable environmental laws, is anticipated to: assist in the mitigation of transportation impacts of local development; reduce greenhouse gasses; improve the health of residents and visitors by enhancing accessibility and providing a safe connection between residential areas, schools, workplaces, regional parks, and city services; provide community health benefits from active transportation routes and stress reducing enjoyment of open spaces; and create economic benefits from associated retail, hospitality, and competitive events.
- F. **Priority for Eligibility for Matching Funds or Other Funding.** The Parties also agree that demonstration of cooperative, collective and coordinated actions with respect to FORTAG are likely to enhance the ability of the Parties to seek and obtain additional funding from State, Federal and/or other avenues for FORTAG.
- G. **Intent and Purpose of this Agreement.** The overall intent of this Agreement is to effectuate FORTAG by having TAMC undertake the primary planning, development and construction of FORTAG with the engagement and approval of the Underlying Jurisdictions, as more fully described in this Master Agreement and by having the Underlying Jurisdiction(s) accept ownership and responsibility for completed segments of FORTAG and to maintain and operate FORTAG as cohesively as possible for the health, safety and benefit of the public. The purpose of this Agreement is to set forth the rights and responsibilities of the Parties to fulfill this overall intent.

NOW, THEREFORE, the Parties agree:

Section I. Parties

The Parties to this Agreement are those parties that are signatory hereto, or signatory in the future, which include the County of Monterey, Del Rey Oaks, Marina, Monterey, Seaside, UCSC, CSUMB, MPRPD and TAMC.

Section II.
Effective Date

This Agreement shall be effective as to a Party, and that Party shall receive the benefits and accept the obligations, described herein on the date that this Agreement is approved by the governing body of said Party.

Section III.
Covenants of TAMC

With respect to each Underlying Jurisdiction that is a Party to this Agreement, TAMC shall:

- A. Funding Commitment. TAMC shall provide funding assistance to a Party, consistent with the Measure X Investment Plan, of Measure X Funds for the planning, development and construction of FORTAG segments, as such segments are approved by an Underlying Jurisdiction through a Supplemental Agreement pursuant to Section V.A., and funding is available. No Underlying Jurisdiction shall be required to contribute funds towards the planning or construction of a FORTAG segment; provided TAMC shall not be required to pay for staff time or other resources of an Underlying Jurisdiction.
- B. Grant Assistance. TAMC shall assist Underlying Jurisdictions with applying for and obtaining grant funding for the construction, repair, or re-construction of approved FORTAG segments.
- C. Planning Assistance. TAMC shall provide significant planning and development assistance for the construction of FORTAG segments, as such segments are approved by an Underlying Jurisdiction and funding is available.
- D. Development and Construction. TAMC shall, with the consent of the Underlying Jurisdiction, undertake the development and construction of FORTAG segments that have received final design and alignment approval by the Underlying Jurisdiction through a Supplemental Agreement.

Section IV.
Covenants of Underlying Jurisdictions

- A. With respect to the entirety of FORTAG:
 - 1. Cooperation with TAMC and other Underlying Jurisdictions. Each Party shall cooperate with TAMC and each other Party in order to fulfill the intent of this Agreement and the FORTAG Project, being the funding, development and

operation of a sustainable active bicycle and pedestrian trail connecting Underlying Jurisdictions, existing trails, and communities. Such cooperation shall not require any Party to approve or enter into a Supplemental Agreement for any segment within that Party's underlying jurisdiction.

2. Public Outreach and Education. Each Party shall participate in periodic public outreach and educational efforts, designed to encourage and educate the public on responsible trail use and preservation of the open space and vistas made available by FORTAG, as well as respect for the flora and fauna found along FORTAG's alignment and the greater community.

B. With respect to each segment of FORTAG, including any segment phase, that is approved by an Underlying Jurisdiction, such approving Party shall:

1. Cooperate and assist TAMC in developing and finalizing designs and in seeking funding for the development of segments (or phases of segments) of FORTAG within its jurisdiction.
2. Accept and enforce all appropriate mitigation and monitoring conditions identified in FORTAG environmental documents for and specific to the segment(s) of FORTAG within the boundaries of the Underlying Jurisdiction.
3. Incorporate the FORTAG Project alignment applicable to the boundaries of the Underlying Jurisdiction into planning and other entitlement documents as necessary and appropriate, subject to final design and alignment approval by the Underlying Jurisdiction, after applicable environmental review by that Underlying Jurisdiction.
4. Undertake appropriate review and approval of plans and specifications for each segment of FORTAG to be developed and constructed within the boundaries of the Underlying Jurisdiction in accordance with any Supplemental Agreement.
5. Dedicate land or easement rights to TAMC or agreed upon third parties, as necessary, to permit the development of FORTAG in accordance with the final design specifications approved by the Underlying Jurisdiction pursuant to an approved Supplemental Agreement.
6. To the extent allowed by law, require the dedication of rights in entitlement documents for properties not owned by the Underlying Jurisdiction, and,

where appropriate, require the construction of segment alignments as a condition of approval for new development applications.

7. Pursuant to a Supplemental Agreement, accept ownership of the segment(s) of FORTAG completed within the boundaries of the Underlying Jurisdiction. The Underlying Jurisdiction may, in its reasonable discretion, cause portions of segments to be owned or retained by other responsible parties, with the consent and approval of TAMC, but only for the purpose of ensuring compliance with the Master Agreement and if necessary any applicable Supplemental Agreement.
8. Provide for the reasonable maintenance of the segment(s) of FORTAG completed within the boundaries of the Underlying Jurisdiction.
9. Adopt and enforce such reasonable use and operations rules and regulations as the Underlying Jurisdiction deems necessary and appropriate for the segment(s) of FORTAG completed within the boundaries of the Underlying Jurisdiction.

Section V.

Mutual Covenants

- A. Design and Development of Segment Phases. As any given segment (or phase thereof) of FORTAG is identified by TAMC and an Underlying Jurisdiction for development and receives sufficient funding therefor, TAMC and the Underlying Jurisdiction for such segment shall enter into a Supplemental Agreement. Each Supplemental Agreement will, among other things, specify in greater detail the manner in which the parties will comply with these covenants, consistent with the terms and conditions of relevant funding agreements, and/or such other arrangements between the applicable Parties with respect to trail connectivity. Such Supplemental Agreements shall be duly approved by the applicable parties and a Memorandum of Supplemental Agreement, identifying the basic terms of such agreements, including all funding therefor, shall be attached to this Master Agreement in subsequent exhibits. By way of example, it is anticipated that the City of Del Rey Oaks, the Monterey Peninsula Parks District, the City of Seaside, and TAMC will enter into a Supplemental Agreement soon after their respective approvals of this Master Agreement, and in connection therewith, will receive funds from an Active Transportation Grant. The basic terms of the "Phase One Canyon Del Rey/SR 218 Segment" Supplemental Agreement, consistent with grant funding requirements, will be memorialized and attached to this Master Agreement as Exhibit C. The Parties agree that any such

Memorandum of Supplemental Agreement may be attached to this Master Agreement without further action by the Underlying Jurisdictions.

- B. Term and Termination. This Agreement shall remain in effect as to each Underlying Jurisdiction from the date of approval until terminated as provided herein.
1. This Agreement may be terminated at any time by the mutual consent of all the Parties.
 2. This Agreement may be terminated as to TAMC and an Underlying Jurisdiction upon the mutual consent, which shall not be unreasonably withheld, of TAMC and the Underlying Jurisdiction, provided that 60 days' certified mail notice, as provided in Section IX.B., is given to all other Underlying Jurisdictions that are Parties to this Agreement.
- C. Indemnity by TAMC. With regard to construction of a FORTAG segment by TAMC, the Underlying Jurisdiction, its governing body, elected officials, any officer, consultant, agent, or employee thereof shall not be responsible for any damage or liability occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Agreement. Notwithstanding Government Code Section 895.6, it is also understood and agreed, pursuant to Government Code Section 895.4, that TAMC shall fully defend, indemnify, and hold harmless an Underlying Jurisdiction, and its governing body, elected officials, all its officers, agents, and employees from any liability imposed on the Underlying Jurisdiction for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by TAMC under or in connection with any work, authority or jurisdiction delegated to TAMC under this Agreement.
- Agreements with FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s).
- D. Indemnity by Underlying Jurisdiction. Neither TAMC, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by an Underlying Jurisdiction in connection with this Agreement or any work or action taken by an Underlying Jurisdiction with Measure X or other funds related to the FORTAG Project. Notwithstanding Government Code Section 895.6, it is also understood and agreed, pursuant to Government Code Section 895.4, that the Underlying Jurisdiction shall fully

defend, indemnify and hold harmless TAMC, its governing body, and all its officers, agents, and employees, from any liability imposed on TAMC for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the Underlying Jurisdiction pursuant to this Agreement or any work or action taken by an Underlying Jurisdiction related to the FORTAG Project.

Agreements with FORTAG contractors hired by the Underlying Jurisdiction shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s). To the extent that the Underlying Jurisdiction requires or permits a portion of a segment of FORTAG to be constructed by others not a party to this Master Agreement, the Underlying Jurisdiction shall require that agreements with FORTAG contractors shall include reasonable requirements for indemnification and insurance, as appropriate for individual Project segments, and shall include requirements that FORTAG contractors or other entities that provide services defend and indemnify TAMC and the applicable Underlying Jurisdiction(s).

- E. Mutual Indemnification Among Parties. Except as otherwise provided in this Agreement, each Party to this Agreement agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent or wrongful acts or omissions for the indemnifying party or its officials, officers, employees or agents. In the event of liability imposed upon any of the Parties to this Agreement, for injury that is caused by the negligent or wrongful act or omission of any of the Parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement.
- F. Respect for Land Use Authority and Implementation of FORTAG. This Master Agreement is evidence of the Parties' mutual intent to fund, design, construct and operate and maintain an inter-connected trail and bikeway within and between the jurisdictional boundaries of the Underlying Jurisdiction. TAMC and each Underlying Jurisdiction acknowledges the land use authority of each Underlying Jurisdiction and covenants not to construct any segment of FORTAG without the consent and approval of the applicable Underlying Jurisdiction by means of a Supplemental Agreement. Each Underlying Jurisdiction, in turn, acknowledges the existing and future significant commitment of TAMC in the implementation of FORTAG for the benefit of the

Underlying Jurisdiction and covenants to work towards incorporating FORTAG into its land use planning.

Section VI. **Amendments**

This Agreement may be amended at any time by a written amendment approved by all of the Parties as evidenced by approval by the governing board or council of each Party.

Section VII. **Sole Agreements**

This Agreement, together with the Memorandum of Understanding Re Designation of Lead Agency, approved by TAMC on September 27, 2017, are the sole agreements on the subject matters of this Agreement between and among the Parties with respect to FORTAG. No provision in either of those agreements shall preclude an Underlying Jurisdiction from exercising its discretionary authority for final design specifications and alignment, following appropriate environmental review as may be required. The parties acknowledge that Supplemental Agreements, as described in Section V. may be approved and attached as exhibits to this Master Agreement without changing or otherwise amending the provisions described in this Agreement.

Section VIII. **CEQA Lead Agency Designation**

Consistent with that Memorandum of Understanding approved by TAMC on September 27, 2017, the Parties confirm that for purposes of compliance with the California Environmental Quality Act (CEQA), Public Resources Code section 21000, et. seq., for environmental review of the FORTAG proposal, that TAMC is the lead agency, and all other Parties are responsible agencies. Prior to taking action to approve this Agreement and any FORTAG segment within its jurisdiction, each Underlying Jurisdiction shall certify that it has complied with the appropriate provisions of the California Environmental Quality Act as required by law.

Section IX. **Miscellaneous**

- A. Dispute Resolution. If any dispute arises between the Parties under this Agreement, the Parties shall resolve the dispute in accordance with this Section IX(A).

1. **Duty to Meet and Confer.** The Parties shall first meet and confer in good faith and attempt to resolve the matter between themselves. Each Party shall make all reasonable efforts to provide to the other Parties all the information in its possession that is relevant to the dispute, so that all Parties have the information needed to reach agreement. If these negotiations fail to produce agreement after fifteen (15) days from the initial demand, any disputing Party may proceed to mediation or judicial resolution pursuant to subsections (2) and (3).
 2. **Mediation.** If meeting and conferring do not resolve the dispute, and if all disputing Parties wish to pursue mediation, then the matter shall be submitted for formal mediation to the Mediation Center of Monterey County, the American Arbitration Association, the Judicial Arbitration and Mediation Services, or such other mediation service as the Parties may mutually agree upon. Any disputing Party may terminate the mediation if it fails to produce agreement within forty-five (45) days from selection of the mediator. The expenses of such mediation shall be shared equally between the disputing Parties.
 3. **Judicial Resolution.** If the dispute is not or cannot be resolved by meeting and conferring and/or mediation, then any disputing Party may commence an action in the Superior Court of Monterey County.
- B. **Notices.** Any notice or instrument required to be given or delivered by mail under this Agreement shall be deposited with the United States Postal Service, registered or certified mail, postage prepaid, and addressed to the addresses of the Parties as shown on Exhibit A. Such notice shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States mail. All other notices may be provided by regular mail to the addresses shown in Exhibit A, and/or to by facsimile or email transmission to the numbers and addresses shown associated with the respective parties, also in Exhibit A. Receipt of such notices shall be deemed complete by close of business on the next business day after transmission.
- C. **Partial Invalidity.** If any one or more of the terms, provisions, sections, promises, covenants, or conditions of this Agreement shall, to any extent, be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants, and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. The governing body of each of the Parties hereby declares they would have adopted each section, subsection, sentence, clause, phrase, or portion of this Agreement irrespective of the fact that any one or more sections, subsections,

sentences, clauses, phrases, or portions of this Agreement be declared invalid or unenforceable.

- D. Governing Law; Interpretation. This Agreement shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of California. This Agreement has been arrived at through good faith negotiation between the Parties; each Party waives the provisions of Civil Code Section 1654 concerning the interpretation of this Agreement.
- E. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against the Parties.
- F. Assignment. The Parties hereto shall not assign any rights or obligations under this Agreement without the written consent of all the other Parties.
- G. Waiver. Any waiver of any terms of this Agreement shall be in writing signed by each applicable Party thereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- H. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement.

Section X.

Execution and Signatures

The Board of Directors of TAMC, the Board of Supervisors of the County of Monterey, the city councils of the cities enumerated herein, and the appropriate approving bodies for UCSC, MPRPD and CSUMB, have each authorized the execution of this Agreement, as evidenced by the authorized signatures below on the dates specified below. This Agreement may be signed in counterparts with the signature pages attached to form a complete document.

APPROVED BY:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By: 
Its: Executive Director
Date: 02/09/2021

Approved as to form:

Katherine A. Hansen
TAMC Counsel

COUNTY OF MONTEREY

By: _____
Its: _____
Date: _____

Approved as to form:

County Counsel

CITY OF DEL REY OAKS

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

CITY OF MARINA

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

APPROVED BY:

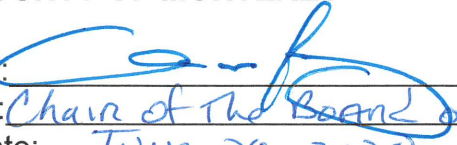
TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By: _____
Its: _____
Date: _____

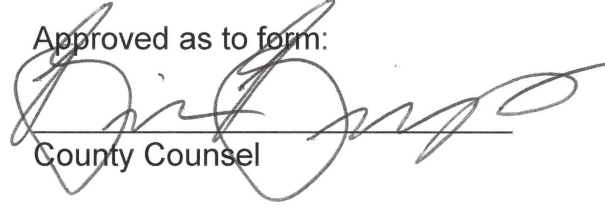
Approved as to form:

TAMC Counsel

COUNTY OF MONTEREY

By: 
Its: Chair of the Board of Supervisors
Date: JUNE 30, 2020

Approved as to form:



County Counsel

CITY OF DEL REY OAKS

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

CITY OF MARINA

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

APPROVED BY:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By: _____
Its: _____
Date: _____

Approved as to form:

TAMC Counsel

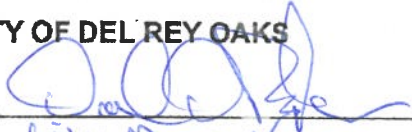
COUNTY OF MONTEREY

By: _____
Its: _____
Date: _____

Approved as to form:

County Counsel

CITY OF DEL REY OAKS

By: 
Its: City Manager
Date: 7/1/20

Approved as to form:



City Attorney

CITY OF MARINA

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

APPROVED BY:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

By: _____
Its: _____
Date: _____

Approved as to form:

TAMC Counsel

COUNTY OF MONTEREY

By: _____
Its: _____
Date: _____

Approved as to form:

County Counsel

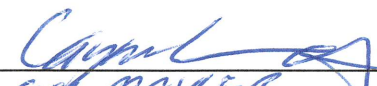
CITY OF DEL REY OAKS

By: _____
Its: _____
Date: _____

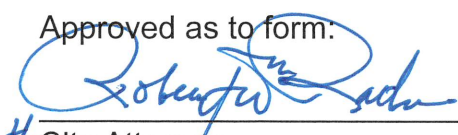
Approved as to form:

City Attorney

CITY OF MARINA

By: 
Its: CITY MANAGER
Date: 4/23/20

Approved as to form:


for the City Attorney

CITY OF MONTEREY

By: Hans Weber
Its: City Manager
Date: 9/24/2020

Approved as to form:

Christine Davi
City Attorney

CITY OF SEASIDE

By: _____
Its: _____
Date: _____

Approved as to form:

City Attorney

UNIVERSITY OF CALIFORNIA, SANTA CRUZ

By: _____
Its: _____
Date: _____

Approved as to form:

Legal Counsel

CALIFORNIA STATE UNIVERSITY AT MONTEREY BAY

By: _____
Its: _____
Date: _____

Approved as to form:

Legal Counsel

EXHIBIT A
NOTICE / CONTACT INFORMATION

TAMC	Executive Director 55-B Plaza Circle Salinas, CA 93901 (831) 775-0903 Name @tamc.org
COUNTY OF MONTEREY	Title Address Salinas, CA 93901 (831) Email address
CITY OF DEL REY OAKS	Title 650 Canyon Del Rey Del Rey Oaks, CA 93940 (831) Email address
CITY OF MARINA	Title 211 Hillcrest Ave. Marina, CA 93933 (831) Email address
CITY OF MONTEREY	Hans Uslar, City Manager 580 Pacific Street Monterey, CA 93940 (831) 646-3760 uslar@monterey.org
CITY OF SEASIDE 	Craig Malin, City Manager 440 Harcourt Ave. Seaside, CA 93955 (831) 899-6701 cmalin@ci.seaside.ca.us w/ Copy to cityattorney@ci.seaside.ca.us
UNIVERSITY OF CALIFORNIA, SANTA CRUZ	Title ADDRESS ADDRESS Phone Email address

CALIFORNIA STATE UNIVERSITY AT MONTEREY BAY		Title ADDRESS ADDRESS Phone Email address
MONTEREY PENINSULA REGIONAL PARK DISTRICT		Title ADDRESS ADDRESS Phone Email address

Exhibit B

Transportation Agency for Monterey County
Fort Ord Regional Trail and Greenway Project

Figure 2-7 Trail Segments¹



Fig 2-7 Trail Segments



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Haroon Noori, Administrative Analyst II

DATE: April 20, 2023

SUBJECT: ADOPT A RESOLUTION APPROVING THE FISCAL YEAR 2023-2024 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

RECOMMENDATION

Adopt a Resolution in order to:

1. Approve the FY2023-2024 Annual Action Plan including the contingency provisions;
2. Authorize the City Manager, or the City Manager's designee, as the official representative to sign all certifications and assurances, and subrecipient agreements for the use of funds approved in the FY2023-2024 Annual Action Plan; and
3. Authorize the City Manager to submit the FY2023-2024 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) by May 15, 2023.

BACKGROUND

The City of Seaside is a recipient of federal Community Development Block Grant funding and is a designated Entitlement City. As required under U.S. Department of Housing and Urban Development (HUD) regulations, the City of Seaside has prepared its Fiscal Year 2023-2024 Annual Action Plan for its community development programs (FY23-24 Action Plan). The FY23-24 Action Plan, which covers the period of July 1, 2023 through June 30, 2024, encapsulates the fourth year of the 2020–2024 Consolidated Plan. The FY23-24 Action Plan for the City of Seaside satisfies federal requirements to receive Community Development Block Grant (CDBG) funds from HUD for Fiscal Year 2023-2024 (FY23-24).

The FY23-24 Action Plan describes the projects and activities that the City of Seaside is proposing to undertake utilizing funds made available by HUD under the CDBG program. The plan also describes community development projects and activities that will be implemented utilizing federal and non-federal funding sources.

DISCUSSION

In FY23-24, the City anticipates receiving approximately \$348,646 (\$8,001 less than last year) in fiscal year 2023-2024 in CDBG funds from the U.S. Department of Housing and Urban Development (HUD). The City has also received \$102,920 in program income, which will be available for allocation during FY23-24. Because the City of Seaside operates its CDBG program on a two-year application and funding cycle, all projects, activities, and funding included in this Annual Action Plan were approved by the Seaside City Council on March 17, 2022 as part of the 2022-2024 CDBG application and funding cycle.

In FY23-24, the City of Seaside intends to fund the following activities. As a result of the decrease in the City's annual CDBG allocation, the Public Service and CDBG Program Planning and Administration amounts have been adjusted in accordance with the approved Contingency Plan outlined below.

Public Facilities and Infrastructure			
1	Boys and Girls Club	Seaside Clubhouse improvements	\$50,000
2	Community Human Services	Genesis House improvements	\$40,000
3	City of Seaside, Engineering Department	Cutino Park improvements	\$250,000
Subtotal			\$340,000
Public Services (capped at 15%)			
1	Legal Services for Seniors	Legal services for seniors	\$12,086
2	Greater Victory Temple	After school tutoring program	\$12,086
3	Girls Inc of Central Coast	Youth services	\$12,086
4	Meals On Wheels of Monterey Peninsula	Home delivered meals program	\$12,086
5	Gathering for Women Monterey	Case management	\$10,000
6	Eden Council for Hope and Opportunity	Fair housing services	\$9,390
Subtotal			\$67,734
CDBG Program Planning and Administration (capped at 20%)			
1	City of Seaside	CDBG Planning and Administration	\$43,832

	Grant Total	\$451,566
--	--------------------	------------------

CONTINGENCY PLAN

As part of the FY22-24 application cycle, the City of Seaside City Council also approved the following contingency plan in the event of a decrease or increase in actual CDBG allocation:

1) Public Services: In the event of a decrease or increase in the CDBG allocation, the City will maintain the current approved amount of funding for Eden Council of Hope and Opportunity and Gathering for Women, and will proportionally increase or decrease budgets of the Greater Victory Temple, Legal Services for Seniors, Meals on Wheels of Monterey Peninsula, and Girls Inc of the Central Coastal.

The total amount of funding for public service activities shall not exceed 15% of the actual allocation plus prior year program income.

2) Public Facilities and Infrastructure: In the event of a substantial decrease (i.e. \$30,000 or more than what is estimated) in actual CDBG allocation, the City will proportionately decrease the amounts for the three approved public facilities and infrastructure projects.

If the actual CDBG allocation is less than \$30,000 from the estimated amount, or if the actual allocation comes in higher than what is estimated, the City will maintain the City-Council approved funding allocations, which are as follows:

- a. \$250,000 per year to the City of Seaside Engineering Department for the Cutio Park improvement project;
- b. \$40,000 per year to Community Human Services for the Genesis House facility improvements; and
- c. \$50,000 per year to the Boys and Girls Club of Monterey County for the Seaside Clubhouse improvements.

3) CDBG Program Administration and Planning: CDBG program administration budget will be proportionally adjusted in the event of a decrease or increase in actual allocation. The total amount of funding for program administration shall not exceed 20% of the actual allocation plus current year program income.

COMMUNITY DEVELOPMENT ADVISORY COMMITTEE (CDAC) REVIEW OF THE FY2023-24 ANNUAL ACTION PLAN

The Community Development Advisory Committee (CDAC) convened two separate public meetings on 3/30/23 and 4/14/23 to consider the draft FY2023-24 Annual Action Plan (AAP) for the Community Development Block Grant (CDBG) program. On March 30, 2023, CDAC received staff presentation regarding the draft FY2023-2024 AAP and

directed staff to request Seaside CDBG subrecipients to provide oral presentations to the CDAC on April 14, 23 to assist CDAC in its consideration of the draft FY2023-2024 AAP. At the March 30th meeting, CDAC also asked staff to provide subrecipient activity/project progress reports at the April 14th meeting to assist CDAC in monitoring the performance of the City CDBG subrecipients.

On April 14, 2023, CDAC held a public hearing to receive agency presentations and subrecipient performance reports through the 3rd quarter of the current fiscal year. Following the presentations, CDAC deliberated on the FY2023-2024 AAP and recommended its approval to the City Council with the following concerns to be addressed in the planning and adoption of future Annual Action Plans:

- 1) The process should be inclusive for non-profits and community-based organizations in Seaside; to achieve this, the City should utilize different outreach mechanisms to encourage participation from existing and new organizations; and
- 2) The City should ensure that selected services target and benefit broader demographic groups; and
- 3) In assessing community needs for the action plans, the City should conduct broader outreach to engage Seaside residents to ensure the diverse needs of the community are captured and addressed; and
- 4) The City should, in its CDBG planning documents including the action plans, clearly define goals, objectives, and outcomes.

CITIZEN PARTICIPATION AND PUBLIC OUTREACH:

The draft FY2023-24 Annual Action Plan was posted on the CDBG Program webpage on March 19, 2023 for public review. A Public Notice (in English and Spanish) regarding the proposed FY2023-24 Annual Action Plan was also circulated in the Monterey County Weekly on March 16, 2023. The City allowed for a 30-day public comment period effective Monday, March 20, 2023 through Tuesday, April 18, 2023. All public comments received during the 30-day public review period and/or at the public hearing will be incorporated into the FY2023-24 Annual Action Plan and submitted to HUD.

ENVIRONMENTAL REVIEW

For purposes of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), budgeting in itself is not a project. Prior to commitment or release of funds for each of the proposed projects, staff will carry out the required environmental reviews or assessments and certify that the review procedures under CEQA, HUD and NEPA regulations have been satisfied for each particular project.

FISCAL IMPACT

There is no fiscal impact on the General Fund.

ATTACHMENTS

1. Resolution - FY2023-24 CDBG Annual Action Plan
 2. 2023-2024 Annual Action Plan - Draft
 3. Proof of Publication in MC Weekly
 4. CDBG Certifications for Entitlement Grantees
 5. Application for Federal Assistance (SF-424)
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 23-
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING THE 2023-2024 ANNUAL ACTION PLAN FOR THE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, Title 1 of the National Affordable Housing Act requires recipients of Federal funds from the Department of Housing and Urban Development (HUD) to develop a Five -Year Consolidated and related Annual Action Plans; and

WHEREAS, the City of Seaside as a recipient of Community Development Block Grant (CDBG) funds, has an approved 2020-2024 Five-Year Consolidated Plan; and

WHEREAS, the City of Seaside operates its CDBG program under a two-year application and funding cycle; and

WHEREAS, on December 1, 2021, the City posted and published a Notice of Funding Availability (NOFA); and held a Mandatory CDBG Funding Workshop for the 2022-2024 funding cycle; and

WHEREAS, on December 10, 2021, held a Mandatory CDBG Funding Workshop for the 2022-2024 funding cycle; and

WHEREAS, on January 10, 2022, the City received six public services applications and six public facilities and infrastructure applications; and

WHEREAS, on February 10, 2022, February 16, 2022, February 17, 2022, and February 24, 2022, the Community Development Advisory Committee (CDAC) convened public meetings to discuss applications and recommend funding allocations to the City Council; and

WHEREAS, on March 17, 2022, the City Council considered the recommendations of CDAC, approved funding allocations for projects and activities for a two-year cycle covering both program years 2022-23 and 2023-24; and

WHEREAS, the 2023-2024 Annual Action Plan encapsulates the fourth year of the 2020-2024 Consolidated Plan and has been prepared to implement the strategies contained in the Five-Year Consolidated Plan; and

WHEREAS, on March 19, 2023, the City posted the draft 2023-2024 Annual Action Plan on the CDBG Program webpage, and on March 16, 2023 circulated a notice of public review and public hearing in the Monterey County Weekly; and

WHEREAS, the City allowed for a 30-day public review and comment period from March 20, 2023 to April 18, 2023; and

WHEREAS, on March 30, 2023 and April 14, 2023, the Community Development Advisory Committee held public hearings to receive agency presentations, consider mid-year performance reports, and recommend the 2023-2024 Annual Action Plan for approval to the City Council; and

WHEREAS, on April 20, 2023, the City held a public hearing and approved the 2023-2024 Annual Action Plan; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Seaside that the 2023-2024 Annual Action Plan for the Community Development Block Grant Program covering the designated periods, marked "Exhibit A" and made a part hereof, is hereby approved with authorization to update according to the contingency provisions, and that the City Manager is hereby authorized to sign the Application for Federal Assistance (SF-424), all certifications, assurances and other documents as may be required by HUD at least 45 days before the start of the program year (i.e. on or by May 15, 2023), or as otherwise allowed or required by HUD. The 2023-2024 Seaside City Budget should include the actual allocations as well as any previous year's CDBG funding still available for expenditure via encumbrment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 20th day of April 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



CITY OF SEASIDE

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

DRAFT 2023-2024 ANNUAL ACTION PLAN

Public Comment Period: March 20 – April 18, 2023

Submit Comments to CDBG@ci.seaside.ca.us

Prepared by:

Community Development Department
440 Harcourt Ave, Seaside, CA 93955
(831) 899-6726

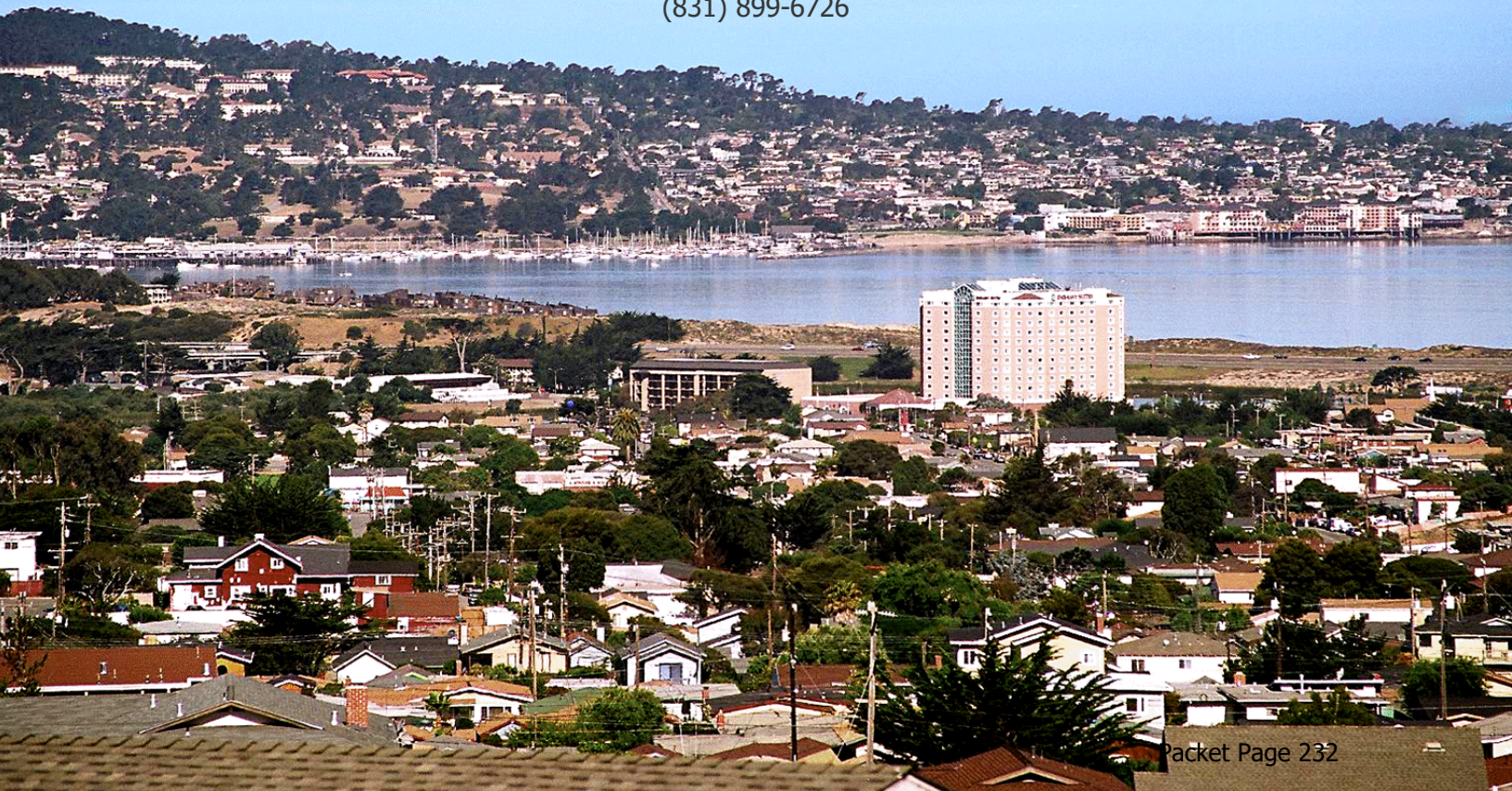


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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Seaside is a recipient of federal Community Development Block Grant funding and is a designated Entitlement City. As required under U.S. Department of Housing and Urban Development (HUD) regulations, the City of Seaside has prepared its Fiscal Year 2023-2024 Annual Action Plan for its community development programs (FY23-24 Action Plan). The FY23-24 Action Plan, which covers the period of July 1, 2023 through June 30, 2024, encapsulates the fourth year of the 2020–2024 Consolidated Plan. The FY23-24 Action Plan for the City of Seaside satisfies federal requirements to receive Community Development Block Grant (CDBG) funds from HUD for Fiscal Year 2023-2024 (FY23-24).

The FY23-24 Action Plan describes the projects and activities that the City of Seaside is proposing to undertake utilizing funds made available by HUD under the CDBG program. The plan also describes community development projects and activities that will be implemented utilizing federal and non-federal funding sources.

In FY23-24, the City anticipates receiving approximately \$348,646 (\$8,001 less than last year) in fiscal year 2023-2024 in CDBG funds from the U.S. Department of Housing and Urban Development (HUD). The City has also received \$102,920 in program income, which will be available for allocation during FY23-24. Because the City of Seaside operates its CDBG program on a two-year application and funding cycle, all projects, activities, and funding included in this Annual Action Plan were approved by the Seaside City Council on March 17, 2022 as part of the 2022-2024 CDBG application and funding cycle.

In FY23-24, the City of Seaside intends to fund the following activities. As a result of the decrease in the City's annual CDBG allocation, the Public Service and CDBG Program Planning and Administration amounts have been adjusted in accordance with the approved Contingency Plan outlined below.

Public Facilities and Infrastructure			
1	Boys and Girls Club	Gymnasium improvements	\$50,000
2	Community Human Services	Genesis House improvements	\$40,000
3	City of Seaside, Engineering Department	Cutino Park improvements	\$250,000
Subtotal			\$340,000
Public Services (capped at 15%)			
1	Legal Services for Seniors	Legal services for seniors	\$12,086
2	Greater Victory Temple	After school tutoring program	\$12,086
3	Girls Inc of Central Coast	Youth services	\$12,086
4	Meals On Wheels of Monterey Peninsula	Home delivered meals program	\$12,086
5	Gathering for Women Monterey	Case management	\$10,000
6	Eden Council for Hope and Opportunity	Fair housing services	\$9,390
Subtotal			\$67,734

CDBG Program Planning and Administration (capped at 20%)			
1	City of Seaside	CDBG Planning and Administration	\$43,832
Grant Total			\$451,566

CONTINGENCY PLAN

As part of the FY22-24 application cycle, the City of Seaside City Council also approved the following contingency plan in the event of a decrease or increase in actual CDBG allocation:

1. **Public Services:** In the event of a decrease or increase in the CDBG allocation, the City will maintain the current approved amount of funding for Eden Council of Hope and Opportunity and Gathering for Women, and will proportionally increase or decrease budgets of the Greater Victory Temple, Legal Services for Seniors, Meals on Wheels of Monterey Peninsula, and Girls Inc of the Central Coastal.

The total amount of funding for public service activities shall not exceed 15% of the actual allocation plus prior year program income.

2. **Public Facilities and Infrastructure:** In the event of a substantial decrease (i.e. \$30,000 or more than what is estimated) in actual CDBG allocation, the City will proportionately decrease the amounts for the three approved public facilities and infrastructure projects.

If the actual CDBG allocation is less than \$30,000 from the estimated amount, or if the actual allocation comes in higher than what is estimated, the City will maintain the City-Council approved funding allocations, which are as follows:

- a. \$250,000 per year to the City of Seaside Engineering Department for the Cutio Park improvement project;
 - b. \$40,000 per year to Community Human Services for the Genesis House facility improvements; and
 - c. \$50,000 per year to the Boys and Girls Club of Monterey County for the Seaside Clubhouse improvements.
3. **CDBG Program Administration and Planning:** CDBG program administration budget will be proportionally adjusted in the event of a decrease or increase in actual allocation. The total amount of funding for program administration shall not exceed 20% of the actual allocation plus current year program income.

2. Summarize the objectives and outcomes identified in the Plan

The five-year CDBG program objectives identified in the 2020-2024 Consolidated Plan are summarized below. FY23-24 objectives and outcomes are described in the "Annual Goals and Objectives" section of this document.

- Access to community and social services
- Improve accessibility to persons with disabilities

- Provide quality facilities and infrastructure
- Promote beautification
- Assist microbusinesses
- Prevent, prepare for, and respond to the coronavirus pandemic

3. Evaluation of past performance

Each year, the City is required to submit a Consolidated Annual Performance Evaluation Report (CAPER) to HUD, which reports on the activities that were funded with CDBG funds. The CAPER reports the amount spent on each project activity and the number of beneficiaries assisted. The City has submitted the required reports each year, and HUD has accepted the reports each year. The City of Seaside evaluates past performance and makes adjustments as needed to better serve the needs of the community. Additionally, all projects funded with CDBG funds are subject to annual monitoring to ensure compliance with HUD standards.

Year-end totals are not available for FY22-23; therefore, FY21-22 will be the primary source used to evaluate past performance.

In FY 2021-22, which began on July 1, 2021 and ended on June 30, 2022, the City of Seaside received \$378,038.00 in CDBG allocation and \$104,507.00 in program income for a total of \$482,545.00. The City also had additional funds carried over from previous program years.

Consistent with the strategic goals and priorities of the 2020-2024 Consolidated Plan and the 2021-22 Annual Action Plan (AAP), the City carefully evaluated and determined its community and housing needs. The City collaborated with local non-profits to carry out various projects and activities. During FY2021-22, the City expended \$450,005, which benefitted over 2,522 low and moderate-income seaside residents. Detailed summary of the FY2021-22 activities and accomplishments is included in the FY2021-22 CAPER, which is available at www.ci.seaside.ca.us/CDBG.

4. Summary of Citizen Participation Process and consultation process

The City of Seaside has embraced a comprehensive Citizen Participation and consultation process that includes broad participation from the community. At each step in the process, the City ensures that low-and-moderate-income residents, members of minority groups, agencies involved in the provision of services to these populations, and others who are directly impacted by the programs and projects supported by the Consolidated Plan programs are actively involved. The Community and Economic Development Department staff conducted extensive outreach to engage a wide range of agencies, groups, organizations, and residents in the process of developing the 2020-2024 Five-Year Consolidated Plan and the 2022-24 funding cycle. This process included widespread public participation and input through postcards, workshops, community meetings, and public hearings. A comprehensive narrative and timeline of the Citizen Participation and Consultation processes are described in the subsequent sections of the document.

A draft of the FY23-24 Action Plan was publicized and made available for public comment for a 30-day public comment period that began on March 20, 2023 and will conclude on April 18, 2023. A public notice (in English and Spanish) was also circulated in the Monterey County Weekly to inform the public regarding the proposed FY23-24 Action Plan, the corresponding public review period, and City Council public hearing. The City will accept and consider all comments and submit to HUD. A summary of the public comments will be included in this document after the 30-day public review period has concluded.

5. Summary of public comments

This section will be completed once the 30-day public review period has concluded.

6. Summary of comments or views not accepted and the reasons for not accepting them

This section will be completed once the 30-day public review period has concluded.

7. Summary

Each year, the City of Seaside is required to prepare an Annual Action Plan specifying how resources will be allocated to address the priorities established in the Consolidated Plan. The 2023-2024 Annual Action Plan addresses three Strategic Plan Goals from the 2020-2024 Consolidated Plan by allocating approximately \$451,566 of CDBG funds to projects and activities to be implemented from July 1, 2023 to June 30, 2024.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Grantee	City of Seaside	Community Development

Table 1 – Responsible Agencies

Narrative (optional)

The City of Seaside Community Development division serves as the lead agency for the administration of CDBG funds.

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AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City contacts and consults with public agencies, private agencies and city residents to get a better understanding of community needs for the plan year during the development of the FY 2023-24 Action Plan. For the Action Plan, the city consulted with the entities that are identified in the following sections.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Seaside works collaboratively in all of its housing and community development efforts with other local governments, nonprofits, advocacy groups, and citizens. This collaboration takes place through the City's cooperation with the Monterey County Continuum of Care (CoC) lead agency Coalition of Homeless Services Providers (CHSP), planning processes such as the City's Housing Element and Consolidated Plan, and the CoC 10-Year Strategy to End Homelessness. Additionally, the City consulted a variety of agencies, including local and regional nonprofits, government organizations, faith-based organizations, and other organizations involved in the development of affordable housing, creation of job opportunities for low- and moderate-income residents, and/or provision of services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons. To facilitate this consultation, the City solicited feedback through the following methods:

- Individual stakeholder consultations
- Community meetings
- Public hearings
- Receipt of written comments

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City also intends to strengthen its collaboration with the Coalition of Homeless Services Providers (CHSP), which is the primary nonprofit organization for homeless support in Monterey and San Benito Counties. CHSP is a coalition of 11 service provider agencies for homeless persons, persons with AIDS/HIV, and other persons with special needs. The Coalition is the County's designated Continuum of Care (CoC) Coordinator.

Additionally, the City has established a Homeless Commission to devise strategies and priority

actions to expand homeless services and provide supportive housing opportunities to elderly persons, disabled veterans, and other persons with special needs. Some of the specific strategies the City's Homeless Commission and City staff have implemented include:

- Collaborative engagement with homeless persons during outreach efforts and campaigns to assess needs
 - Encampments, Mobile Crisis Response, Vaccine Clinics, Food Distribution Sites
- Participation in local and County meetings in which some homeless individuals attend for opportunities to advocate for needs if accessibility is possible

The City continues its partnership with the Community Human Services and Veterans Transition Center, which provide transitional and permanent housing to homeless. Additionally, the City recruited a full time Family & Community Support Practitioner who seeks out homeless individuals and families to provide outreach services, which include connecting clients with immediate resources such as mental health services, general health services, substance abuse services, income services, identification documents and other documents necessary to help homeless persons meet the ultimate goal of finding shelter and housing.

In program year 2023, the City will provide public service funding to Gathering for Women for case management. Gathering for Women provides homeless women with supportive resources and a caring community.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Seaside does not receive ESG funds from HUD. The City relies on the County of Monterey and nonprofit groups to perform these social service functions.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Community Partnership for Youth
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Partnership for Youth (CPY) was consulted to understand the needs of children and youth in Seaside. This included an estimate of the number of youth in need of services. The City will strive to work with CPY to make after-school enrichment programs available for children and youth. CPY has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
2	Agency/Group/Organization	Salvation Army Monterey Peninsula Corps
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Salvation Army was consulted to understand the needs of their transitional housing program in Seaside and services they provide. This included an estimate of the number of families in need of services including financial counseling. The Salvation Army has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings. They are a previous Seaside CDBG subrecipient and did not apply for funding for the upcoming AAP cycle.
3	Agency/Group/Organization	ACTION COUNCIL OF MONTEREY COUNTY
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Market Analysis

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Action Council of Monterey County/Palenke Arts program was consulted to understand the needs of children and youth in Seaside. This included an estimate of the number of youth in need of services provided in their multi-cultural arts programs . The City will strive to work with Palenke Arts to make after-school enrichment programs available for children and youth. Palenke Arts has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
4	Agency/Group/Organization	Meals on Wheels of the Monterey Peninsula
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Meals on Wheels (MOW) was consulted to understand the needs of homebound elderly frail seniors in Seaside. This included an estimate of the number of youth in need of services. The City will strive to work with MOW to make meal delivery programs available for homebound Seaside residents. MOW has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
5	Agency/Group/Organization	Legal Services for Seniors
	Agency/Group/Organization Type	Services-Elderly Persons Services - Victims
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Legal Services for Seniors (LSS) was consulted to understand the needs of seniors desiring legal assistance in Seaside. This included an estimate of the number of seniors in need of services. The City will strive to work with LSS senior legal programs available. LSS has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings

6	Agency/Group/Organization	Eden Housing for Council for Hope and Opportunity (ECHO)
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Eden Housing Council for Hope and Opportunity (ECHO) was consulted to understand the needs of fair housing in Seaside. This included an estimate of the number of residents in need of fair housing or tenant/landlord services. The City will strive to work with ECHO to make fair housing programs available. CPY has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings and Analysis of Impediments to Fair Housing outreach sessions.
7	Agency/Group/Organization	Girls Inc. of the Central Coast
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Girls, Inc. was consulted to understand the needs of children and youth in Seaside. This included an estimate of the number of youth in need of services. The City will strive to work with Girls, Inc. to make after-school enrichment programs available for children and youth. Girls, Inc. has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
8	Agency/Group/Organization	Greater Victory Temple Church of God in Christ
	Agency/Group/Organization Type	Services-Children Services-homeless Services-Education
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Greater Victory Temple (GVT) was consulted to understand the needs of children, and families in need in Seaside. This included an estimate of the number of persons in need of services. The City will strive to work with GVT to make after-school programs available for youth and their families including some that may be experiencing homelessness. GVT has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
9	Agency/Group/Organization	The Village Project, Inc.
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Village Project (TVP) was consulted to understand the needs of children and youth in Seaside. This included an estimate of the number of youth in need of services. The City will strive to work with TVP to make after-school enrichment programs available for children and youth. TVP has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
10	Agency/Group/Organization	Boys and Girls Club of Monterey County
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Boys and Girls Club was consulted to understand the needs of children and youth in Seaside. This included an estimate of the number of youth in need of services. The City will strive to work with the Boys and Girls Club to make programs available for children and youth and coordinates activities with adjoining Cutino Park. The Boys and Girls Club has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings

11	Agency/Group/Organization	Community Human Services
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS Services-homeless Services-Health
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Human Services (CHS) was consulted to understand the needs of persons experiencing substance abuse and homelessness in Seaside. This included an estimate of the number of persons in need of services. The City will strive to work with CHS to make facilities and programs available for persons experiencing these special needs. CHS has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings
12	Agency/Group/Organization	Veterans Transition Center
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Veterans
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Community Partnership for Youth (VTC) was consulted to understand the needs of veterans in Seaside. This included an estimate of the number of veterans in need of services. The City will strive to work with VTC to make housing available for homeless veterans. VTC has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings.
13	Agency/Group/Organization	County of Monterey
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City partnered with Monterey County (Urban County) to prepare a joint Analysis of Impediments. Collaboration included conference calls, meetings and outreach events.
14	Agency/Group/Organization	City of Salinas
	Agency/Group/Organization Type	Other government - Local Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City partnered with the City of Salinas to prepare a joint Analysis of Impediments. Collaboration included conference calls, meetings and outreach events.
15	Agency/Group/Organization	City of Monterey
	Agency/Group/Organization Type	Other government - Local Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City partnered with Monterey to prepare a joint Analysis of Impediments. Collaboration included conference calls, meetings and outreach events.
16	Agency/Group/Organization	Alliance on Aging
	Agency/Group/Organization Type	Services-Elderly Persons Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Alliance on Aging has participated in CDAC workshops and indicated a need for services for seniors.
17	Agency/Group/Organization	SUN STREET CENTERS
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS Services-homeless Services-Health
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Sun Street Centers has participated in CDAC workshops and indicated a need for substance abuse treatment services and associated homeless/employment challenges.
19	Agency/Group/Organization	Monterey Peninsula Unified School District
	Agency/Group/Organization Type	Services-Education Regional organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Monterey Peninsula Unified School District (MPUSD) was consulted to understand the needs of persons experiencing educational challenges in Seaside, particularly with the adult school. This included an estimate of the number of persons in need of services. The City will strive to work with MPUSD to make facilities and programs available for persons experiencing these special needs. MPUSD has participated in the CDAC's Community Needs Workshop, many Seaside Creates community outreach events and NOFA potential applicant meetings
20	Agency/Group/Organization	Monterey Peninsula Chamber of Commerce
	Agency/Group/Organization Type	Business Leaders Business and Civic Leaders

	What section of the Plan was addressed by Consultation?	Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Several teams of participants canvassed Seaside Businesses on November 8, 2019 as part of the Chamber's Business Walk. The short in-person survey was able to reach many businesses at their own facility and check in with them, finding their needs and promoting community good will. Many businesses surveyed were non-English speakers.
21	Agency/Group/Organization	Gathering for Women
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Gathering for Women is working with CHS and the City working toward opening a homeless shelter in HUD qualified census tract 137. They have been participating in CDAC activities .
22	Agency/Group/Organization	CASA of Monterey County
	Agency/Group/Organization Type	Services-Children Services-Victims of Domestic Violence Services - Victims Child Welfare Agency Regional organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	CASA was consulted to understand the needs of foster youth and advocacy in Seaside. This included an estimate of the number of persons in need of services. The City will strive to work with CASA to make facilities and programs available for persons experiencing these special needs. CASA has participated in the CDAC's Community Needs Workshop and NOFA potential applicant meetings

23	Agency/Group/Organization	FOOD BANK OF MONTEREY COUNTY
	Agency/Group/Organization Type	Services-Health Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Food Bank of Monterey County not only serves persons directly, they also work with many non-profits receiving grant funds. The City participated in a regional organization tour of their facility in fall 2019 and has reached out to them for coordination of food drives since the inception of the COVID-19 shelter in place impacts. The City will be coordinating with the Food Bank with CDBG-CV activity.
24	Agency/Group/Organization	Monterey Bay Economic Partnership
	Agency/Group/Organization Type	Housing Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Regional organization Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homelessness Needs - Veterans Non-Homeless Special Needs Economic Development Market Analysis

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Seaside is a member of the Monterey Bay Economic Partnership and participates in their twice yearly regional conferences addressing housing, water, transportation and technology. The COVID-19 pandemic has highlighted the need for broadband improvement and MBEP created a white paper on the topic. https://mbep.biz/wp-content/uploads/2020/04/MBEP-COVID-19-Response_Broadband.pdf The MBEP and Monterey Peninsula Unified School District encouraged students to use the mobile Bus hotspots internet connectivity for digital learning if connections were not available in homes in Seaside.
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Identify any Agency Types not consulted and provide rationale for not consulting

The City of Seaside encourages consultation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Leadership Council	The "Lead Me Home" 10-Year Plan to End Homelessness Goals overlaps with the Seaside Strategic Plan in the SP-40 Institutional Delivery Structure and the goal of Access to Social Services.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

In developing the 2020-2024 Consolidated Plan and processing the 2022-2024 funding cycle applications, the City conducted extensive outreach to ensure broaden citizen participation. The following a schedule of events that led to the adoption of the 2020-2024 Consolidated Plan as well as approval of the 2022-2024 funding cycle applications.

- September 2018: Held a community needs session to review the existing plan.
- September 2019: Held a public workshop at the Seaside Creates Office to conduct a SWOT analysis, review Opportunity Zones, difficult development areas and individual census tracts.
- September 2019: Online survey - 28 stakeholders responded.
- October 2019: CDAC met to review the results of the online survey and found the results were statistically significant; however, noted that the results were consistent with the workshop.
- November 7, 2019: A presentation agendized for the City Council to review needs recommended by CDAC for interested applicants for the 2020-2022 funding cycle.
- January 2020: The CDAC received online access to review the applications. A meeting was scheduled for February to provide recommendations to Council. Due to unexpected vacancies on the CDAC, in accordance with the Homeless Committee's workplan and the Citizen Participation Plan a CDAC joint meeting with the Homeless Commission considered the applications for funding for recommendations to Council.
- March 11, 2020: The eight citizen volunteers of the joint committee discussed the applications. As in 2018, the deliberations were verbal and conducted in a noticed and recorded public meeting. The agenda packet can be accessed at <https://seasideca.civicclerk.com/Web/UserControls/DocPreview.aspx?p=1&aoid=1936>. The meeting can be viewed at <https://www.youtube.com/watch?v=4uKhXZvupFo&t=12s>
- March 19, 2020: Following recommendations from the joint committee, a report was prepared for consideration at City Council on March 19 for direction to staff for items to be included in the Consolidated Plan/AAP. Due to the COVID-19 pandemic, the item was postponed.

- On April 6, 2020: Seaside submitted a waiver to HUD to extend deadlines for submittal of the CON/AAP per official guidance using the HUD suggested template. The CON/AAP would contain the CDBG-CV funding so a substantial amendment to 2019 AAP would not be necessary.
- May 21, 2020: The Council discussed the recommendations on during a virtual City Council meeting. The video link at https://www.youtube.com/watch?v=K_PVVnWYDkA. Starting at 2:05 through 3:47. Written public comment received by the City Clerk via email was read into the record. CDBG-CV was discussed on the immediately following item 3:47 through 4:31. Written public comment received by the City Clerk via email was read into the record. These two topics concerning the CDBG program were discussed for a total of 2 hours and 26 minutes during the May 21 virtual City Council meeting.
- June 25, 2020: Public notice was printed in the Monterey County Weekly (advance copy online on 6/24 for the Public Hearing of the Consolidated Plan, Annual Action Plan and the amended Citizen Participation Plan). The plans were available for viewing when the notice was posted, although the stated time to start the review period was June 28.
- July 2, 2020: Council held a public hearing and approved a resolution to approve all items and authorize the City Manager to sign all forms and certifications to submit to HUD.
- January 7, 2021: The Seaside City Council convened a discussion on the conceptual review of the CDBG-CV3 funds and allocations.
- March 4, 2021: The Seaside City Council held a public hearing to discuss a Substantial Amendment to the 2020-21 Annual Action Plan to add CDBG-CV3 funds.
- March 11, 2021: A public notice was published in the Monterey County Weekly regarding the 2021-2022 Annual Action Plan being available for public review and comment during March 15, 2021 to April 15, 2021.
- March 18, 2021: The Seaside City Council approved a Substantial Amendment to the 2020-21 Annual Action Plan to add CDBG-CV3 funds.
- April 15, 2021: City Council held a public hearing to adopt the FY2021-22 Annual Action Plan
- September 16, 2021: The City Council received and approved the FY2020 CAPER
- October 21, 2021: The City Council held a public hearing to consider amendments to the Citizen Participation Plan
- October 28 - November 29, 2021: The City made its amended Citizen Participation Plan available for public review and comment
- December 2, 2021: The City Council held a public hearing to adopt the amended Citizen Participation Plan
- December 1, 2021: The City issued a comprehensive NOFA for the FY2022-2024 Funding Cycle
- February 10, 2022: CDAC held its first public hearing and received a staff report along with all submitted applications.

- February 16, 2022: CDAC received public service agency presentations as well as from the City of Seaside Engineering department regarding their proposed Cutino Park Improvement project.
- February 17, 2022: CDAC received presentations from the remaining public facilities and infrastructure project applicants.
- 02/18/2022 to 02/24/2022: CDAC members individually evaluated and scored each application using the City's online CDBG application evaluation tool on www.citydataservices.net. A minimum of 70% score was required to be considered for funding.
- March 17, 2022: The City Council held a public hearing to consider the Community Development Advisory Committee's funding recommendations for fiscal year 2022-23 and fiscal year 2023-24.
- March 20, 2023: The City circulated draft FY23-24 Action Plan for a 30-day public review and comment period.
- March 30, 2023: The Community Development Advisory Committee considered the FY23-24 Action Plan.
- April 20, 2023: The City of Seaside City Council will consider and adopt the draft FY23-24 Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Newspaper ad was placed on September 5, 2019 for both the CAPER document and the September 18, 2019 Community Needs Workshop. The ad was placed in both English and Spanish in the Monterey County Weekly	over two dozen people attended the Community Needs workshop which included a brainstorming board/SWOT analysis, placement of dots and comments to show how current needs are met and future needs in each census tract	All participation was welcomed.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Community Needs workshop held in September 2018 at Oldemeyer Center and 2019 at Seaside Creates downtown satellite office to review past goals and set new goals. Interactive activities included brainstorming, dots, consideration of past, present and future.	Comments were positive and thoughtful considering the needs of our diverse community.	All comments are appreciated.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Non-targeted/broad community	The City of Seaside/Seaside Creates Twitter page highlights activities of the Community and Economic Development teams, including the CDBG program. CDAC meetings are promoted and reported	In general, comments are supportive of City's outreach efforts		https://twitter.com/SeasideCreates

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Internet Outreach	Non-targeted/broad community	The City of Seaside/Seaside Creates facebook page highlights activities of the Community and Economic Development teams, including the CDBG program. CDAC meetings are promoted and reported	In general, comments are supportive of City's outreach efforts	N/A	https://www.facebook.com/SeasideCreates/?ref=aymt_homepage_panel&id=ARBJ-ZgudXbDNKO7PGrAJm--2G6ZPbZfG7FR9D2J6swYqZQKxboQNT49NRXjh1JlawulZpTbFMxdUK24

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Community Development Advisory Committee Meetings are held the third Wednesday of the Month at 6:30 PM. Due to openings on the CDAC, a joint meeting with the Homeless Commission was held on 3/11/2020 to make sub recipient recommendations to City Council.	Public comment is welcomed for all topics at all meetings.	N/A	http://www.ci.seaside.ca.us/160/Community-Development-Advisory-Committee

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	The Seaside City Council determines the funding for subrecipients using the recommendations from the The Council directs staff to use the determination for the Annual Action Plan, then holds a Public Hearing on the AAP. The Council meeting was a virtual meeting Zoom/YouTube . See narrative above for link to video	Emailed comments were received by the City Clerk and read into the record of the Virtual meeting held on May 21, 2020 (delayed due to COVID-19 shelter in place and Emergency declarations)	N/A	http://www.ci.seaside.ca.us/129/City-Council-Committee-Agendas

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Public Hearing	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	A Public Hearing on the CON/AAP on July 2, 2020. Council Meetings have gone to a virtual format due to COVID_19. Meetings are conducted via Zoom and live streamed on the City's YouTube Channel	All comments in virtual meetings must be submitted via email to the City Clerk and read into the record during the meeting. Staff Report and agenda may be accessed in link above. City of Seaside YouTube channel is linked below.	N/A	https://www.youtube.com/channel/UC1Cu7854Ohtjpr_XV1tDvRg

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Public Hearing	Non-targeted/broad community	On March 4, 2021, the City Council held a public hearing to consider the first substantial amendment to the 2020-2025 Consolidated Plan and the 2020-2021 Annual Action Plan at a regularly scheduled City Council meeting.	All comments were supportive of the recommended allocation. Some residents wished the City would allocate some funds to rental and other form of economic assistance program.	All comments were received and accepted.	https://www.youtube.com/watch?v=Iy0A09OLjNM
9	Newspaper Ad	Non-targeted/broad community Non-English Speaking - Specify other language: Spanish	On March 11, 2021, the City published a notice in the Monterey County Weekly regarding the Substantial Amendment to the Consolidated Plan and Annual Action Plan available for public comment	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
10	Public Review Period	Non-targeted/broad community Non-English Speaking - Specify other language: Spanish	Public review period from March 12, 2021 to March 18, 2021	No comments were received.	N/A	
11	Public Hearing	Non-targeted/broad community	On March 18, 2021, the City Council held a public hearing to consider the first substantial amendment to the 2020-2025 Consolidated Plan and the 2020-2021 Annual Action Plan at a regularly scheduled City Council meeting.	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
12	Newspaper Ad	Non-targeted/broad community Non-English Speaking - Specify other language: Spanish	On March 11, 2021, the City published a Public Notice in the Monterey County Weekly regarding the draft 2021-2022 Annual Action Plan available for public comment	No comments were received.	N/A	
13	Public Review Period	Non-targeted/broad community Non-English Speaking - Specify other language: Spanish	Public review period from March 15, 2021 to April 15, 2021	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
14	Public Hearing	Non-targeted/broad community	On April 15, 2021, the City Council held a public hearing to adopt the 2021-2022 Annual Action Plan at a regularly scheduled City Council meeting.	No comments were received.	N/A	
15	Public Review Period	Non-targeted/broad community	On August 26, 2021, the City published a Public Notice in the Monterey County Weekly regarding the draft 2020-2021 CAFER available for public comment	No comments were received.	N/A	
16	Public Hearing	Non-targeted/broad community	September 16, 2021: The City Council received and approved the FY2020 CAPER	No comments were received.	N/A	
17	Public Hearing	Non-targeted/broad community	October 21, 2021: The City Council held a public hearing to consider amendments to the Citizen Participation Plan	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
18	Newspaper Ad	Non-targeted/broad community	the City published a Public Notice in the Monterey County Weekly regarding the draft Citizen Participation Plan for public comment	No comments were received.	N/A	
19	Public Review Period	Non-targeted/broad community	October 28 - November 29, 2021: The City made its amended Citizen Participation Plan available for public review and comment	No comments were received.	N/A	
20	Document release	Non-targeted/broad community	December 1, 2021: The City issued a comprehensive NOFA for the FY2022-2024 Funding Cycle	No comments were received.	N/A	
21	Public Hearing	Non-targeted/broad community	December 2, 2021: The City Council held a public hearing to adopt the amended Citizen Participation Plan	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
22	Public meeting	Non-targeted/broad community	February 10, 2022: CDAC held its first public hearing and received a staff report along with all submitted applications.	No comments were received.	N/A	
23	Public meeting	Non-targeted/broad community	February 16, 2022: CDAC received public service agency presentations as well as from the City of Seaside Engineering department regarding their proposed Cutino Park Improvement project.	No comments were received.	N/A	
24	Public meeting	Non-targeted/broad community	February 17, 2022: CDAC received presentations from the remaining public facilities and infrastructure project applicants.	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
25	Public review period	Non-targeted/broad community	02/18/2022 to 02/24/2022: CDAC members individually evaluated and scored each application using the City's online CDBG application evaluation tool on www.citydataservices.net . A minimum of 70% score was required to be considered for funding.	No comments were received.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
26	Public Hearing	Non-targeted/broad community	02/24/2022: CDAC met to discuss staff recommendations. After careful consideration and thoughtful deliberation, CDAC concurred with the following staff recommendation and directed staff to forward the following funding recommendations to the City Council for consideration and approval.	One comment was received from Shari Hasti regarding the City's allocation methodology. City CDBG staff provided clarification at the meeting.	N/A	
27	Public Hearing	Non-targeted/broad community	March 17, 2022: The City Council held a public hearing to consider the Community Development Advisory Committee's funding recommendations for fiscal year 2022-23 and fiscal year 2023-24.	One comment received from one of the CDAC members. It was stated that the Committee enjoyed reviewing the proposed projects.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
28	Newspaper ad	Non-targeted/broad community	On March 17, 2022, the City published a Public Notice in the Monterey County Weekly regarding the draft 2022-2023 AAP available for public comment	No comments received	N/A	
29	Public Review and Comment period	Non-targeted/broad community	March 21 – April 20, 2022: The City will make the draft FY2022 AAP available for public review and comment. A Notice was published in the Monterey County Weekly.	No comments received	N/A	
30	Public Hearing	Non-targeted/broad community	On April 21, 2022, the City Council will hold a public hearing to adopt the FY2022-23 AAP	No comments received	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
31	Newspaper ad	Non-targeted/broad community	On March 16, 2023, the City published a Public Notice in the Monterey County Weekly regarding the draft 2023-2024 AAP available for public comment	TBD	TBD	
32	Public Review and Comment period	Non-targeted/broad community	March 20 – April 18, 2023: The City will make the draft FY23-24 AAP available for public review and comment. A Notice was published in the Monterey County Weekly.	TBD	TBD	
33	Public Hearing	Non-targeted/broad community	On March 30, 2023, the CDAC will hold a public hearing to consider the FY2023-24 AAP	TBD	TBD	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
34	Public Hearing	Non-targeted/broad community	On April 20, 2023, the City Council will hold a public hearing to adopt the FY2023-24 AAP	TBD	TBD	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

In program year 2023-2024, the City anticipates receiving approximately \$348,646 in Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD). The City has also anticipates having \$102,920 in program income, which will be available for spending during the 2023-2024 program year.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	348,646	102,920	-	451,566	480,450	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG program has no matching requirement. Applicants for funding are asked to provide financial information in their application to indicate capacity to carry out the activity/project. Applications are submitted on the City Data Services data management portal and the attachments are housed on their server. On occasion, there are projects utilizing a variety of funding

sources such as the Veterans Transition Center utilizing a combination of funding for their regional project. The City is actively pursuing grants and awards for projects not otherwise funded with CDBG monies.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City does not anticipate that the sale of publicly owned lands or properties would be used to acquire lands to achieve CDBG goals. Upgrading of infrastructure including publicly owned roads, sidewalks and public parks may address the needs in the plan particularly to improve accessibility.

Discussion

Faced with reduced resources, the City has made the choice to focus CDBG resources where the need is greatest. The community-identified areas of need are infrastructure and facilities improvements in low-income areas, including street and park accessibility improvements, and providing essential public services for youth and seniors. Activities such as the development of affordable housing and rental housing subsidy are beyond the scope of available resources. The City of Seaside paid off a Section 108 Loan during the last Consolidated Plan and has no Section 108 funds outstanding.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Access to Community and Social Services	2023	2024	Homeless and Non-Homeless Special Needs Non-Housing Community Development Public Services	City of Seaside Qualified Census Tract 137	Access to community services	CDBG: \$67,734	Public service activities other than Low/Moderate Income Housing Benefit: 778 Persons Assisted
2	Improve accessibility to persons with disabilities	2023	2024	Non-Homeless Special Needs Non-Housing Community Development	City of Seaside	Improve accessibility	CDBG: \$250,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 7060 Persons Assisted
3	Provide Quality Facilities and Infrastructure	2023	2024	Non-Homeless Special Needs Non-Housing Community Development	City of Seaside	Provide quality facilities and infrastructure	CDBG: \$90,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 525 Persons Assisted
4	Program Administration	2023	2024	Planning and Administration	City of Seaside, program administration		CDBG: \$43,832	Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Access to Community and Social Services
	Goal Description	Seaside's public services component of the CDBG program serves a diverse client base and include provision of a broad range of community and social services including multiple youth enrichment programs, fair housing education, tenant-landlord assistance and counseling, and Meals on Wheels and Legal Services for Seniors.
2	Goal Name	Improve accessibility to persons with disabilities
	Goal Description	During FY2023-24, the City of Seaside will fund and commence the Cutino Park improvement project (Year 2).
3	Goal Name	Provide Quality Facilities and Infrastructure
	Goal Description	The CDBG program identifies publicly owned facilities and infrastructure such as, streets, playgrounds, and underground utilities, and buildings owned by non-profits that are open to the public. During 2023-2024, upgrades are scheduled for the Boys and Girls clubhouse and the Genesis House, which is a residential substance treatment center.
4	Goal Name	Program planning and administration
	Goal Description	CDBG Program planning and administration. City staff will provide overall management, coordination, and evaluation to the CDBG program, and the project delivery costs associated with bringing projects to completion

Projects

AP-35 Projects – 91.220(d)

Introduction

As part of the 2023-2024 funding cycle, on March 17, 2022, the Seaside City Council approved the following projects for the FY2023-2024 Annual Action Plan.

Projects

#	Project Name
1	2023 Boys and Girls Club Facility improvements (Year 2)
2	2023 Community Human Services-Genesis House facility upgrades (Year 2)
3	2023 Cutino Park Improvements (Year 2)
4	2023 Public Services
5	2023 CDBG Planning and Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Given the limited CDBG allocation, it is difficult to address all community needs. Both request for public services and public facilities and infrastructure projects far exceed the available funding. The City has made the choice to focus CDBG resources where the need is greatest. The community-identified areas of need are infrastructure and facilities improvements in low-income areas, including street and park accessibility improvements, and providing essential public services for youth and seniors. Activities such as the development of affordable housing and rental housing subsidy are beyond the scope of available resources.

AP-38 Project Summary

Project Summary Information

1	Project Name	Boys and Girls Club Facility improvements
	Target Area	City of Seaside
	Goals Supported	Provide Quality Facilities and Infrastructure
	Needs Addressed	Provide quality facilities and infrastructure
	Funding	CDBG: \$50,000
	Description	Capital improvements to the Kitchen include replacement of the grease trap, modernizing all waste receptacles, evaluating current lighting, and replacing the 30-year-old flooring. Exterior door improvements include replacement of full doors and hardware at the east side of the facility and addressing all dated and worn mechanisms and handles, ensuring the Club is safe and exterior doors secure.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	325 low/moderate income youth regularly use the Boys and Girls Club.
	Location Description	1332 LaSalle Avenue, Seaside, CA
2	Planned Activities	Replace grease trap, modernize all waste receptacles, evaluate current lighting, replace the 30-year-old flooring, and fix exterior doors.
	Project Name	Community Human Services-Genesis House facility upgrades
	Target Area	City of Seaside Qualified Census Tract 137

	Goals Supported	Provide Quality Facilities and Infrastructure
	Needs Addressed	Provide quality facilities and infrastructure
	Funding	CDBG: \$40,000
	Description	This grant will be used to paint the exterior of the three buildings that comprise the treatment facility.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	200 persons will benefit per year. Genesis House is a state-licensed, residential substance abuse treatment program for adults 18 years of age and older. The co-ed program offers 28 beds for stays of 3 to 6 months. The perinatal program offers 8 beds for stays of 6 to 10 months. Children ages 0 to 5 may live with their mothers in treatment. Genesis House is accredited by CARF International.
	Location Description	Genesis House is located in three adjacent buildings at 1152 Sonoma Avenue in Seaside, CA 93955. It is located on the border of Census Block Group 1, 0136 and Census Block Group 2, 0137.
	Planned Activities	Paint the exterior of the facility
3	Project Name	Cutino Park Improvements (Year 2)
	Target Area	City of Seaside Qualified Census Tract 137
	Goals Supported	Improve accessibility to persons with disabilities Provide Quality Facilities and Infrastructure
	Needs Addressed	Improve accessibility Provide quality facilities and infrastructure
	Funding	CDBG: 250,000

	Description	The proposed improvements include installation of a parking lot with ADA accessible parking space, accessible pathway from the sidewalk to the playground, new playground structure including accessible play features at ground level, accessible bleachers, new lighting, and landscaping.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Census data indicates that 7060 Seaside residents can benefit from this project. Cutino Park is located on the corner of San Pablo and Noche Buena adjacent to the Boys and Girls Club. The park is centrally located and highly visible. The patrons will benefit through improved access and enhanced facilities. The improved ADA access and facility parking, new playground with accessible pathways will provide an outdoor recreation space to this demographic that previously was not accessible before.
	Location Description	Although the Park is located within census track 138, it bordering census track 137 and 139. The percentage of combined low and moderate income persons for these census tracks are 54%, see attachment. The park is less than a quarter mile from residents within census tract 137 and 139. In addition Cutino Park is a public park and will provide access to all members of the community, including those within track 137,139, which some can travel less than a quarter mile to visit the proposed project location.
	Planned Activities	The proposed upgrades include wheel chair accessible ramps, pathways, play features and access to the park facilities, construction and installation of a new parking lot, new structure/equipment, bleachers and accessible pathways.
4	Project Name	Public Services
	Target Area	City of Seaside
	Goals Supported	Access to Community and Social Services
	Needs Addressed	Access to community services
	Funding	CDBG: \$67,734

	Description	Public Services activities for Seaside's CDBG program. These activities are capped at 15% of the available grant and program income. All projects are LMC and the sub recipients track demographic and income data. Public Services activities approved by the City Council to be included in the Annual Action Plan include participation by: • \$12,086 - Legal Services for Seniors • \$12,086 - Greater Victory Temple • \$12,086 - Girls Inc of Central Coast • \$9,390- Eden Council for Hope and Opportunity • \$12,086 - Meals On Wheels of Monterey Peninsula • \$10,000– Gathering for Women
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 778 low and moderate income level persons are expected to benefit from the proposed activities.
	Location Description	These activities will be located throughout the City of Seaside.
	Planned Activities	Planned activities include after school programs (including tutoring, self-esteem, mentoring younger students), community meals/after school, legal services for seniors, meals on wheels for homebound, tenant/landlord fair housing services, and case management services for homeless women.
5	Project Name	General Administration of Seaside CDBG program
	Target Area	City of Seaside
	Goals Supported	Access to Community and Social Services
	Needs Addressed	Access to community services
	Funding	CDBG: \$43,832

	Description	General administration costs to administer the CDBG program. Includes staffing, legal notices, supplies (including outreach meetings and public review documents), data management services and reimbursable overhead costs. Capped per HUD at 20% of Grant and Program income. (21A) PROGRAM ADMIN
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	City of Seaside
	Planned Activities	Administration of CDBG program including citizen participation activities.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The assistance will be directed to low/moderate needs throughout the City of Seaside. Should projects be proposed in HUD Qualified Census Tract 137, they will receive higher priority.

Geographic Distribution

Target Area	Percentage of Funds
City of Seaside	74
Qualified Census Tract 137	26

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

All of Seaside is considered a difficult development area by HUD, and Census Tract 137 is an Opportunity Zone and a Qualified Census Tract. Note that census tract is within the City of Seaside, but we are counting that percentage separately so that the total does not exceed 100%

Discussion

The City received requests for twice as much funding for public services projects as funding available. The COVID-19 shelter in place emergency has forced all applicants to adjust their programs and created a need for food distribution which the City addressed with CDBG-CV funds.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The Community and Economic Development Services staff is charged with the continuing responsibility to forge new partnerships with other public agencies at the federal, state, and local level as well as with private housing developers and nonprofit organizations. Additionally, the City works closely with a diverse group of nonprofit organizations to provide CDBG public service subrecipient funding.

Some of the currently underway housing initiatives and projects are as follows:

Accessory Dwelling Units (ADU) Efforts

The City of Seaside encourages the development of Accessory Dwelling Units (ADUs) in existing residential neighborhoods. Building ADUs is seen as a way to increase the City's housing supply, aid in addressing the current housing crisis, and assist existing homeowners by providing an avenue for additional rental income.

To encourage ADU development, the City Council has removed some ADU building permit fees, streamlined the plan check process and set aside a water allocation to be provided exclusively to ADU applicants. From January 2020 to August 2021, forty-two (42) property owners have applied for building permits to create new or legalize existing ADUs. Forty (40) applicants have been approved for water allocations for their new ADU projects, and five (5) ADU building permits have been finalized and received occupancy certificates.

Campus Town

The Campus Town project would allow for the development of 1,485 housing units, 250 hotel rooms, 150,000 square feet (sf) of Retail, Dining, and Entertainment, and 50,000 SF of Office, Flex, Makerspace (collaborative workspace) and Light Industrial, as well as park/recreational areas (including approximately nine acres of public open space and 3.3 acres of private open space), roadways, parking and supporting infrastructure, on approximately 122.23 acres generally located south of the California State University, Monterey Bay campus. Of the 1,485 housing units, 297 will be designated as affordable housing units. The project is proceeding through the planning process may break ground in early 2022.

Ascent

The Ascent project will be the first new multi-family housing project to be built in Seaside in over 20 years, and will include a significant amount of affordable housing. Seaside City Council approved the project in November of 2019. The project is a ten building workforce rental housing development consisting of 106 one bedroom, two bedroom, three bedroom units and

townhouses along Olympia Ave and Broadway Ave, with 16 of those being affordable units. The project is also proposing 4,000 square feet of retail space, a shared vehicular court and green space areas for residents. This development will accelerate the City's improvements for the Downtown district and realize the City priorities of growing upward, increasing our affordable housing supply and becoming more transit and pedestrian-friendly. The developer recently submitted project plans for permit approval. The project should break ground by fall of 2021.

Parker Flats Apartments

The Parker Flats Apartments project consists of the rehabilitation and renovation of two (2) existing former military nursing barracks on the former Fort Ord to create a total of forty (40) two-bedroom multi-family residential units. The Developer will restrict eight (8) rental housing units to occupancy by low-income households for a period of thirty (30) years. The project has been approved by City Council and in the process of developing plans for submission for planning approval.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

There continues to be a need for housing units for extremely low-, very low- and low- income households. In response, the City will continue to explore opportunities with regional public service providers, local nonprofit housing developers, and neighboring jurisdictions for the development of new housing units in the region.

AP-60 Public Housing – 91.220(h)

Introduction

The primary public organization for affordable housing and supportive services in the City is the

Housing Authority of the County of Monterey (HACM), a public housing authority whose mission is to develop and operate affordable housing and implement supportive programs. The Housing Authority manages a Section 8 Housing Choice Voucher (HCV) program and Family Self Sufficiency programs. Both programs are essential in meeting Seaside's housing needs.

Actions planned during the next year to address the needs to public housing

As of June 30, 2016, HACM has converted all public housing units countywide into Project-Based Rental Assistance. The City will coordinate with the Leadership Council to implement the "Lead Me Home" 10 Year Plan to End Homelessness.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Family Self Sufficiency Program is designed to help families become financially independent of cash aid assistance by obtaining employment. Successful participating families are rewarded with a savings account that is established by HACM. Additionally the HACM's commitment to the program participants is solidified by the HACM collaborating with a variety of local service providers that are equally interested in helping families reach their goal of self-sufficiency. Services may include career counseling, financial literacy, parenting skills and homeownership preparation

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

HACM is not identified as "troubled."

Discussion

The Housing Authority of Monterey County, the cities of Salinas, Monterey and Seaside and the County of Monterey prepared an Analysis of Impediments approved in 2019.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Seaside works with regional homeless assistance coordination to reduce homelessness. The lead agency is the Monterey County Department of Social Services (DSS). Two local collaborative efforts are the Coalition of Homeless Services Providers (Homeless Coalition) and Leadership Council (CoC governing body). These organizations are directly responsible for funding and program decisions for Monterey County and the City of Seaside.

The City has established a Homeless Commission to devise strategies and priority actions to expand homeless services and provide supportive housing opportunities to elderly persons, disabled veterans, and other persons with special needs. Some of the specific strategies the City's Homeless Commission and City staff have implemented include:

- Collaborative engagement with homeless persons during outreach efforts and campaigns to assess needs
 - o Encampments, Mobile Crisis Response, Vaccine Clinics, Food Distribution Sites
- Participation in local and County meetings in which some homeless individuals attend for opportunities to advocate for needs if accessibility is possible

During PY2020, the City continued its partnership with the Community Human Services and Veterans Transition Center, which provide transitional and permanent housing to homeless. Additionally, the City recruited a full time Family & Community Support Practitioner who seeks out homeless individuals and families to provide outreach services, which include connecting clients with immediate resources such as mental health services, general health services, substance abuse services, income services, identification documents and other documents necessary to help homeless persons meet the ultimate goal of finding shelter and housing.

The City also intends to strengthen its collaboration with the Coalition of Homeless Services Providers (CHSP), which is the primary nonprofit organization for homeless support in Monterey and San Benito Counties. CHSP is a coalition of 11 service provider agencies for homeless persons, persons with AIDS/HIV, and other persons with special needs. The Coalition is the County's designated Continuum of Care (CoC) Coordinator.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City will closely coordinate with Monterey County and the Leadership Council CoC to reach out to homeless persons. As described in the "Lead Me Home" 10 Year Plan to End Homelessness, these entities will: collaborate to develop referral agreement between outreach workers and other housing and service providers and designate priority access to housing and treatment slots for clients engaged by outreach workers, develop a centralized information and referral system, streamline referrals and improve service coordination, partner hospitals with existing services to establish respite care centers and detoxification facilities, enhance coordination with mainstream benefits programs. In these efforts, the City will act as an information and referral resource for participating housing and homeless service providers to facilitate agreements and partnerships.

Seaside participated in Analysis of Impediments outreach efforts through an MOU with the Cities of Salinas and Monterey, Monterey County and the Housing Authority of Monterey County to further find out the needs of the entire community and is currently exploring HEAP funding possibilities to address homeless concerns and open a shelter.

Addressing the emergency shelter and transitional housing needs of homeless persons

In FY2020-21, Gathering for Women and Community Human Services opened Case De Noche Buena, a shelter in HUD Qualified Census Tract 137. The City will provide public service funding to Gathering for Women for case management services.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Seaside continues to collaborate with and rely on a vast network of public and nonprofit agencies in the Continuum of Care (CoC) system to provide a range of housing options and services. The CoC system strives to provide and expand housing opportunities for the homeless and formerly homeless, through emergency shelters, transitional housing, supportive housing, and permanent housing. Outreach, assessment, and case management services are also offered through this network to assist the homeless in transitioning to permanent housing.

In the City of Seaside, transitional housing services are available in Seaside through the Salvation Army. This agency has not applied for CDBG funding for the current cycle.

Additionally, in 2020, Gathering for Women and Community Human Services opened Case De Noche Buena, a shelter in HUD Qualified Census Tract 137 in the City of Seaside. The majority of the funding for the Case De Noche Buena was through HEAP. Case De Noche Buena is the first homeless shelter specifically for women and families with children on the Monterey Peninsula. The shelter is initially able to accommodate 15-18 people, depending on the number and ages of children. This number is expected to double to 30-36 once COVID-19 social distancing guidelines have been eased. Casa de Noche Buena offers shelter, meals and a variety of supportive services designed to lead to permanent housing.

Community Human Services (CHS) and the Veterans Transition Center (VTC), which receive CDBG funding from the City of Seaside, offer housing services.

CHS's Genesis House is a state-licensed, residential substance abuse treatment program for adults 18 years of age and older. The co-ed program offers 28 beds for stays of 3 to 6 months. The perinatal program offers 8 beds for stays of 6 to 10 months. Children ages 0 to 5 may live with their mothers in treatment. Genesis House is accredited by CARF International.

The VTC provides services for single male and single female Veterans, and Veterans with families. VTC's housing services and models have recently grown to include a 10-bed

Emergency Residential Shelter, a 58-bed Transitional Housing program, and 22 affordable permanent supportive housing units.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City will support projects and programs and give proposed programs and improvements that prevent homelessness higher priority. In addition, the City will promote these strategies outlined in the "Lead Me Home" plan: integration of services at the system level; enhancement and integration of services at the client level; improving access to mainstream benefits; launch Employment First (job training); strengthen job development capacity and on-site support; economic development opportunities that will create new jobs for homeless or formerly homeless persons; plan for stability prior to release from incarceration; implement alternatives to arrest and incarceration; create universal healthcare discharge policies and transition aged-out foster youth to housing and income stability.

Discussion

Many seniors, even homeowners, face financial challenges due to limited incomes. Senior households, especially those on limited incomes, need affordable housing. Seniors also face housing challenges related to physical disabilities. Many of the disabilities are age related, including declining mobility and self-care issues that interfere with their ability to remain independent. Seniors have a variety of housing options, including:

- Independent living – seniors reside in their home or apartment with little support or care
- Assisted living facilities – senior maintains a level of independence, residing in an apartment, and receives varied levels of support and assistance such as light housekeeping, meals, transportation, and/or medication
- Residential care facilities – typically a smaller licensed facility, often with 6 or fewer residents, that provides services similar to those provided by assisted living facilities
- Intermediate care or skilled nursing facilities – a licensed facility that provides a higher, continuous level of professional care

Although a variety of housing options are available to seniors, and all housing options are available in Seaside, facilities providing supportive services and a higher level of care are expensive. Most affordable senior housing is classified as independent living and does not provide supportive services. Lower-income seniors cannot afford to take advantage of many of the housing options and consequently remain in independent living situations struggling with

self-care issues. The Monterey County Department of Social Services provides a Senior Information, Referral and Assistance hotline, which is initial point of contact for people seeking information about senior services. The program specializes in information related to the needs of seniors and people with disabilities. Legal Services for Seniors provides a variety of low cost legal assistance.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City's General Plan Housing Element was updated in 2019 and systemically analyzes and addresses barriers to affordable housing. These include governmental, non-governmental, and environmental constraints. That analysis leads to policies and programs to address these constraints. Please find more detailed information on affordable housing in the City's Housing Element on the City of Seaside website and at www.seaside2040.com.

The City has undertaken a number of actions to reduce potential barriers and constraints to affordable housing and housing for special needs populations. These actions include identifying funds in support of affordable housing development and offering fee reductions, regulatory incentives, density incentives, and the operation of a home rehabilitation and repair program, as well as several other options. Details of these actions can be found in the City's 2015–2023 Housing Element. The Housing Element includes a thorough analysis of governmental and regulatory barriers to affordable housing. The City has been aggressive in pursuing affordable housing development opportunities and has mitigated regulatory barriers as effectively as possible.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In order to produce affordable housing, the City has an inclusionary housing ordinance. The ordinance requires that for all new developments, at least 20 percent of new units constructed must be restricted for occupancy by moderate, low or very low income households. For further information, refer to Chapter 17.31, Affordable Housing Requirements, of the Seaside Code of Ordinances at the following on the City of Seaside website.

To expedite project facilitation and provide internal support to project applicants, the City has also established a planning permit review process. When required, permit review takes place before any necessary building permits or business licenses are applied for and are intended to ensure that new development is compatible with surrounding neighborhoods and planned future development.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

This section describes the City's actions to address underserved needs, maintain affordable housing, reduce lead based paint hazards, reduce poverty, develop institutional structure, and enhance public-private coordination.

Actions planned to address obstacles to meeting underserved needs

Use CDBG funds targeted to public facilities and infrastructure to make ADA accessibility improvements. Use CDBG funds targeted to public services to support organizations that assisted underserved populations.

During the program year, the City will work with several organizations that focus on increasing self-sufficiency among lower-income populations. These organizations included the Legal Services for Seniors, which provides a legal services pertaining to housing, health, and finances for elderly residents; drug rehabilitation provided by Community Human Services. Services to help youth start off on the right path include Community Partnership for Youth, Boys and Girls Club of Monterey County, The Village Project, Girls, Inc. and ECHO fair housing services. CDBG funded projects include Section 3 policies to help reduce the number of poverty level families.

Housing programs have been limited as a result of a lack of resources and staffing available to the City. The city does not plan to revive façade improvement programs for homeowners or small businesses in the plan year. The City plans to support the "Lead Me Home" Plan in its efforts to build an affordable housing pipeline and coordination with HACM in rehabilitating and upgrading affordable housing units.

The Coalition's participation in HUD's Homeless Assistance Programs will pay for the development, rehabilitation, or leasing of housing for homeless persons and also for supportive services for those persons. In addition to applying for funding for the previously listed emergency and transitional housing, most all of which offer supportive services, the Coalition also assisted numerous non-profit and other agencies in applying for funding through the Homeless Assistance portion of HUD's program to provide supportive and self-sufficiency services.

These supportive and self-sufficiency services include educational and vocational services which focus on social, living, interpersonal, study and job skills. Linkage to other services and services providers is also provided. In many of the housing projects, Monterey County Behavioral Health provides case coordination and representative payees. Additional services provided in some facilities include reintegration, full case management, life skills, and substance abuse

counseling.

The City is actively encouraging the building of Accessory Dwelling Units as a means of increasing the housing stock in an affordable manner.

The City of Seaside will continue to support public and non-profit agencies in utilizing programs that assist homeless persons to make the transition to permanent housing and independent living through maintaining these existing supportive services. New development on the former Fort Ord lands will have a 20% affordable housing requirement per the Fort Ord Reuse Plan.

As part of the Consolidated Plan, the City identified several obstacles to meeting needs that are particularly difficult to achieve in the City. Below are some of the actions the City is taking to overcome the obstacles:

- Increase development, preservation, and rehabilitation of affordable housing for low-income and special needs households.
- Provide assistance for the homeless and those at risk of becoming homeless through collaborations with other agencies.
- Provided assistance to low-income and special needs households.
- Provided public facilities improvements to strengthen neighborhood revitalization.
- Cooperate with, and provide assistance to, for-profit and non-profit developers to facilitate construction of housing units through new housing development.
- Provided rental and utility assistance to hundreds of LMI Seaside households through the Rental Assistance Program, which is funded through Monterey County and United Way's SB91 Emergency Rental Assistance Program (ERAP).

The City also continued to address the lack of funding for the needs identified in the Consolidated Plan by rigorously managing HUD CPD funds through a citizen engagement process, monitoring, and providing technical assistance to subrecipients, while also pursuing new funding sources.

Actions planned to reduce lead-based paint hazards

The City will mitigate lead based paint through public facilities improvements, and educate participants on the hazards of lead based paint. In addition, all rehabilitation contracts for public facilities or other rehabilitation projects funded through the City include provisions for work necessary to eliminate any existing lead based paint hazards on applicable surfaces. If lead hazards are discovered in a residential or a commercial building, the agency responsible for abatement would be the Monterey Bay Air Resources District.

Brochures bringing awareness to the lead based paint danger are available at the Seaside Creates satellite office and on the City Website.

Actions planned to reduce the number of poverty-level families

Public services help the recipients of services save funds that may have been spent otherwise (such as food for homebound seniors, legal services, tutoring or childcare for youth, tenant-landlord assistance, etc).

Actions planned to develop institutional structure

The City will continue to use CDBG Administration funds to implement the Consolidated Plan and Annual Action Plans, address the Analysis of Impediments to Fair Housing, complete annual CAPER reports, and comply with HUD regulations. The City will also continue to support institutions that provide housing and services for low income populations with CDBG Public Services funds, and by providing other forms of support available to the City.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to support regional planning efforts such as the Leadership Council CoC and the "Lead Me Home" 10 Year Strategy to End Homelessness as well as joining forces with the other CDBG recipient agencies in Monterey County for an analysis of impediments. During the April 5, 2018 City Council meeting, the NAACP and Legal Services for Seniors indicated that they currently provide tenant-landlord assistance in Seaside. ECHO Housing has applied for CDBG funding to institute a presence in Seaside for their tenant-landlord and fair housing services.

Discussion:

The 2022-2024 application cycle increased the number of applicants for funding and the variety of projects and services offered to be provided. The requests far exceeded the funding levels expected.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The City of Seaside CDBG program is focused on low/moderate income persons and the large response to the Notice of Funding Availability serves to illustrate the need for funding to serve this population.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	95%



NOTICE OF PUBLIC REVIEW AND PUBLIC HEARING

PROPOSED 2023-2024 ANNUAL ACTION PLAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

NOTICE IS HEREBY GIVEN that the City of Seaside is developing its FY2023-24 Annual Action Plan, which will be for public review and comment from March 20, 2023 to April 18, 2023 on the City's website (<https://www.ci.seaside.ca.us/CDBG>). The 2023-24 Annual Action Plan is a one-year plan to address the community development and low- and moderate-income housing needs in the City of Seaside. The 2023-2024 Annual Action Plan, which covers the period of July 1, 2023 through June 30, 2024, encapsulates the fourth year of the 2020-2024 Consolidated Plan. The 2023-2024 Annual Action Plan for the City of Seaside satisfies federal requirements to receive Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) for program year 2023-2024.

FURTHER NOTICE IS HEREBY GIVEN that the City of Seaside's Community Development Advisory Committee (CDAC) will hold a public hearing to consider the draft FY2023-24 Annual Action Plan on Thursday, March 30, 2023, at 6 p.m., at 656 Broadway Ave, Seaside, CA 93955.

FURTHER NOTICE IS HEREBY GIVEN that the City of Seaside City Council will consider the draft 2023-2024 Annual Action Plan for adoption during a public hearing on Thursday, April 20, 2023, at 5:00 p.m. The City Council meeting can be attended in person or watched online via the City's YouTube channel at www.youtube.com/c/CityofSeasideCalifornia or by joining the Zoom webinar at <https://ci-seaside-ca-us.zoom.us/j/81936832059>. The City Council meeting agenda will be available at www.ci.seaside.ca.us/129/City-Council-Committee-Agendas.

PUBLIC COMMENT: Citizens and interested parties are invited to review the draft 2023-2024 Annual Action Plan and submit comments by no later than 5pm on Tuesday, April 18, 2023. Comments may be provided by phone, regular mail, or email via the contact information listed below. The City also encourages the public to attend the City Council public hearing at 5:00 p.m. on Thursday, April 20, 2023.

CDBG Administrator
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Phone: 831-899-6726 Fax: 831-899-6211
Email: CDBG@ci.seaside.ca.us

AVISO DE REVISIÓN Y AUDIENCIA PÚBLICA

PROPUESTO PLAN DE ACCIÓN ANUAL 2023-2024 PROGRAMA DE SUBVENCIONES EN BLOQUE PARA EL DESARROLLO COMUNITARIO

POR ESTE MEDIO SE DA AVISO de que la Ciudad de Seaside está desarrollando su Plan de Acción Anual 2023-2024, que estará abierto para revisión y comentarios públicos desde el 20 de marzo de 2023 al 18 de abril de 2023 en el sitio web de la Ciudad (www.ci.seaside.ca.us/CDBG). El Plan de Acción Anual 2023-2024 es un plan de un año hecho para abordar el desarrollo de la comunidad y las necesidades de vivienda para personas de ingresos bajos o moderados en la ciudad de Seaside. El Plan de Acción Anual 2023-2024, que cubre el período del 1 de julio de 2023 al 30 de junio de 2024, encapsula el cuarto año del Plan Consolidado 2020-2024. El Plan de Acción Anual 2023-2024 para la Ciudad de Seaside satisface los requisitos federales para recibir fondos del programa de Subvenciones en Bloque para el Desarrollo Comunitario (CDBG por sus siglas en inglés) del Departamento de Vivienda y Desarrollo Urbano de los EE. UU. (HUD por sus siglas en inglés) para el año del programa 2023-2024.

POR ESTE MEDIO SE DA UN AVISO ADICIONAL que el Comité Asesor de Desarrollo Comunitario (CDAC) de la Ciudad de Seaside llevará a cabo una audiencia pública el jueves 30 de marzo de 2023 a las 6 p.m. para considerar el borrador del Plan de Acción Anual 2023-2024 en 656 Broadway Ave, Seaside, CA 93955.

POR ESTE MEDIO SE DA UN AVISO ADICIONAL de que el Concejo Municipal considerará el borrador del Plan de Acción Anual 2023-2024 para su adopción durante una audiencia pública el jueves 20 de abril de 2023 a las 5:00 p.m. La reunión del Ayuntamiento se puede asistir en persona o ver en línea a través del canal de YouTube de la ciudad en www.youtube.com/c/CityofSeasideCalifornia o a través del servicio de videoconferencias de Zoom en <https://ci-seaside-ca-us.zoom.us/j/81936832059>. La agenda de la reunión del Concejo Municipal estará disponible en www.ci.seaside.ca.us/129/City-Council-Committee-Agendas.

COMENTARIO PÚBLICO: Se invita a todos los ciudadanos e interesados a revisar el borrador del Plan de Acción Anual 2023-2024 y enviar sus comentarios antes de las 5 p.m. el martes 18 de abril de 2023. Los comentarios pueden enviarse por teléfono, correo postal o correo electrónico a través de la información de contacto que se indica a continuación. El gobierno de la Ciudad de Seaside invita al público a asistir a la audiencia pública del Concejo Municipal que se llevará a cabo el jueves 20 de abril de 2023 a las 5:00 p.m.

Administrador de CDBG
Ciudad de Seaside
440 Harcourt Avenue
Seaside, CA 93955
Teléfono: 831-899-6726 Fax: 831-899-6211
Correo electrónico: CDBG@ci.seaside.ca.us

MONTEREY COUNTY WEEKLY

668 Williams Ave
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Seaside, CA 93955

Proof of publication

State of California
County of Monterey

I am a citizen of the United States and a resident of the State of California. I am over the age of 18 years and not party to or interested in the above-entitled matter.

I am the principal clerk of *Monterey County Weekly*, a newspaper of general circulation, published weekly by Milestone Communications, Inc. in the City of Seaside, County of Monterey, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Monterey, State of California; that the notice of which the annexed is a printed copy has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates to wit.

Mar. 16, 2023

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Name.....Linda S. Maceira

Signature.

Linda S. Maceira

Dated:.....March 16, 2023..Monterey, California

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The document you are trying to load requires Adobe Reader 8 or higher. You may not have the Adobe Reader installed or your viewing environment may not be properly configured to use Adobe Reader.

For information on how to install Adobe Reader and configure your viewing environment please see http://www.adobe.com/go/pdf_forms_configure.



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: April 20, 2023

SUBJECT: DISCUSS WEST BROADWAY URBAN VILLAGE SPECIFIC PLAN IMPLEMENTATION

RECOMMENDATION

Discuss the West Broadway Urban Village Specific Plan implementation and potential revitalization efforts.

BACKGROUND

The West Broadway Urban Village Specific Plan (WBUVSP) was originally adopted by the Seaside City Council on January 21, 2010. The Specific Plan has a goal to "create a pedestrian-friendly Urban Village that offers a mix of market-rate and affordable for-sale and rental residences with ground floor retail and commercial uses." The express purpose of the plan is to establish the West Broadway area as the City's "new downtown, strengthening the Seaside community by developing a strong urban core. Objectives of the Specific Plan include:

- Create strong linkages between activity centers within the City of Seaside and throughout the Monterey Peninsula;
- Define a unified, well-defined urban core that is a destination for residents, visitors, businesses, and shoppers; and
- Provide diverse housing opportunities

The attached Figure 5-1 from the Specific Plan shows the boundaries of the Specific Plan as well as several key features of the West Broadway Urban Village envisioned by the plan. As noted on the map, the plan primarily envisions a mixed-use (ie commercial/retail ground level with residential above) along Broadway, with high-density and medium-density residential in the surrounding area.

There have been two significant events which have made implementation of the Specific Plan more challenging. The first of these is the moratorium on new water meters within the Cal Am water service area. This moratorium was initially issued in 2009, but was still being litigated in early 2010 when the Specific Plan was adopted. The moratorium prevents the installation of new water meters, which is a significant impediment to new development. The second event was the elimination of Redevelopment Agencies by the State of California, which took effect February 1, 2012 and eliminated a valuable tool for financing some of the larger projects envisioned in the Specific Plan.

Despite these challenges, the City has continued to make efforts to revitalize the area. The most obvious activity which has taken place within the Specific Plan area is the redevelopment of Broadway Avenue, which was partially funded with a grant from the Transportation Agency of Monterey County (TAMC). This project narrowed Broadway from two lanes each direction to one lane, added bike lanes, and significantly expanded the sidewalk area and added planters and storm drain improvements. Construction began in 2017 and was completed in 2018. The City later followed up on these improvements by adopting 2-hour parking along Broadway.

In 2018, the City opened Seaside Creates and relocated Economic Development and Planning functions there with the intention of providing a more accessible point of contact with the nearby community.

More recently, the City has put forward several programs to promote the economic vitality of the West Broadway area, including:

- Creation of the Facade Local Improvement Program ("FLIP") grant program in 2021, which provides reimbursement to businesses that make improvements of their business facades, such as new paint, architectural features, signs, etc. \$150,000 was originally allocated to the program Citywide, with nearly \$103,000 disbursed and/or approved and additional applications pending as of this date.
- In 2021 the City also commissioned DKS Associates to perform a parking analysis of West Broadway to assess parking needs and opportunities. The Report was delivered in 2022.
- The City purchased properties located at the corner of Contra Costa and Broadway Avenue (490 Broadway) as well as properties at 1569-1571 Del Monte in 2022. Since then, the City has resealed and restriped the parking lot at 490 Broadway, has removed existing foundations and paving at 1569-1571 Del Monte, and in January 2023 the Council designated the properties as Municipal Parking Lots 1 and 2, respectively, and established a parking program to allow for the parking lots to be utilized to support mixed-use housing projects on nearby properties.
- In January 2022 the City established an Outdoor Dining Program to enable restaurants located along West Broadway to take advantage of Seaside's climate by placing seating areas ("parklets") within parking spaces or on the sidewalk.

- In 2022 the City Council approved the Broadway Walk of Fame Policy, which allowed for the installation of stars along West Broadway celebrating Seaside residents which have had a significant impact in the community. The first set of stars was recently installed in February 2023.

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. West Broadway Land Use Map
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

West Broadway Urban Village Specific Plan **Specific Plan Land Use Designation Map**

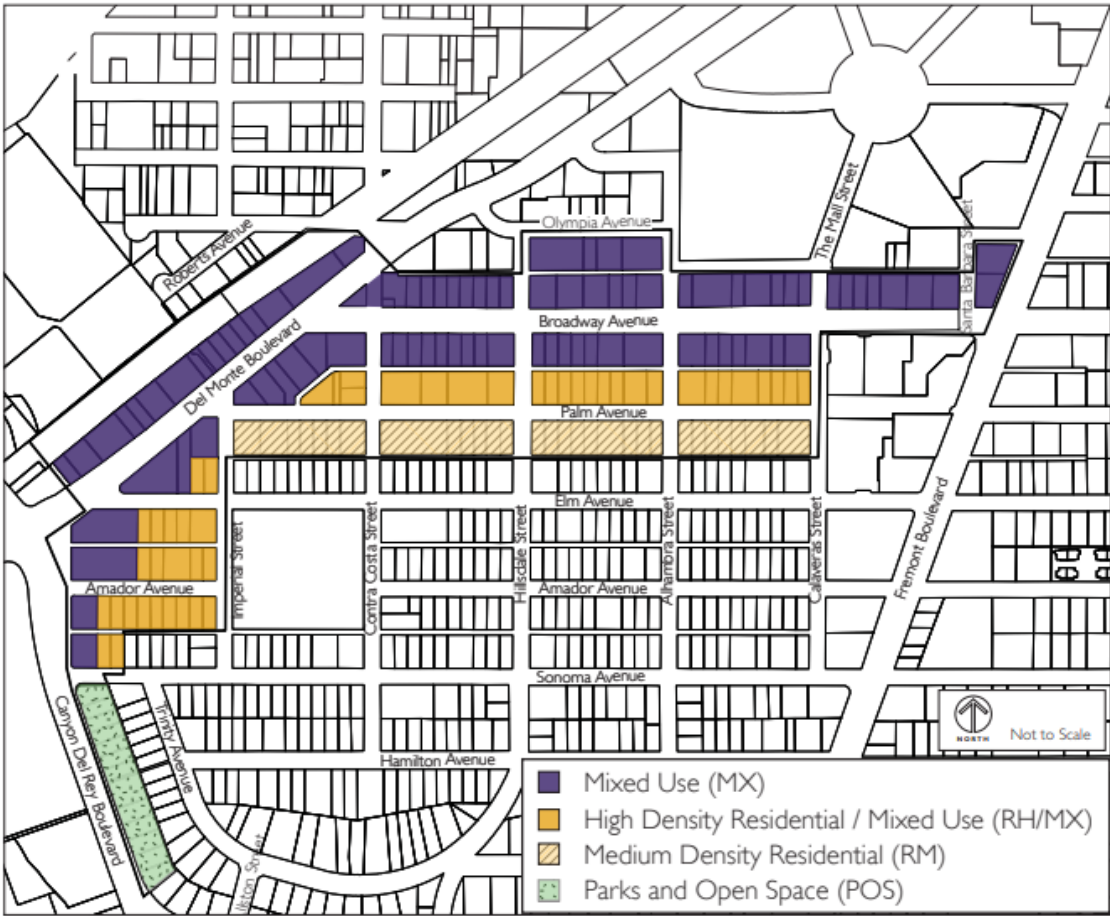


Figure 5-1. Specific Plan Land Use Designations (for illustrative purposes only)



CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nick Borges, Acting Police Chief

DATE: April 20, 2023

**SUBJECT: ANNUAL REPORT AB 481 REGARDING THE POLICE
DEPARTMENTS ACQUISITION AND USE OF MILITARY
EQUIPMENT**

RECOMMENDATION

Annual report of the ordinance regarding the police department's acquisition and use of military equipment in accordance with State law (AB 481); and approve the military use policy.

BACKGROUND

On September 30, 2021, California Assembly Bill 481 (AB 481) was signed into law. Subsequently, California Government Code Sections 7070, 7071, and 7072 were adopted to codify the requirements set forth in AB 481.

The text of AB 481 and the above-mentioned California Government Codes are attached to this Staff Report for reference. AB 481 requires a law enforcement agency to obtain the approval of its governing body, through the adoption of a Military Equipment Use Policy, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined.

The governing body for the City of Seaside is the City Council. On April 21, 2022, City Council approved the ordinance. The bill allows the City Council to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. AB 481 requires the City Council to annually review the ordinance and to either disapprove a renewal of the authorization for a type of military equipment or amend the military equipment use policy if it determines, based on an Annual Military Equipment

FISCAL IMPACT

No fiscal impact.

ATTACHMENTS

1. Ord 2014 AB 481
 2. AB 481
 3. AB 481 Military Equipment
 4. Military_Equipment
-

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is written over a horizontal line. The signature is fluid and cursive.

Jaime M. Fontes, City Manager

ORDINANCE 2014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPTING A MILITARY EQUIPMENT USE POLICY IN ACCORDANCE WITH AB 481 LAW ENFORCEMENT AND STATE AGENCIES: MILITARY EQUIPMENT: FUNDING, ACQUISITION, AND USE

WHEREAS, On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies; and

WHEREAS, Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a "military equipment" use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term "military equipment" is defined in California Government Code section 7070; and

WHEREAS, Assembly Bill 481 allows the governing body of a city to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations; and

WHEREAS, the proposed military equipment use policy, attached, is found within Seaside Police Department; and

WHEREAS, the Seaside Police Department Policy 710 meets the requirements of California Government Code section 7070, subdivision (d).

NOW, THEREFORE, the City of Seaside City Council hereby ordain as follows:

SECTION 1. FINDINGS.

Based on the entirety of the record as described above, the City of Seaside City Council for the hereby makes the following findings:

1. The military equipment identified in Seaside Police Policy 710 is necessary

because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

2. Seaside Police Department Policy 710 will safeguard the public's welfare, safety, civil rights, and civil liberties.

3. The military equipment identified in Seaside Police Department Policy 710 is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

4. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

SECTION 2. CEQA.

The City Council hereby finds the draft ordinance does not involve the approval of a project because the ordinance and its implementation do not result in a direct or indirect physical change in the environment or in a reasonably foreseeable indirect physical change in the environment. It is therefore exempt from the California Environmental Quality Act (CEQA) review. (Pub. Resources Code §21065; CEQA Guidelines §§15357, 15377, 15378).

SECTION 3. SEVERABILITY.

If any provision of this chapter, or the application of any such provision to any person or circumstance shall be held invalid, the remainder of this chapter, to the extent it can be given effect, or the application of those provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and to this end the provisions of this chapter are severable.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall become effective thirty (30) days following the date of its final passage and adoption at a duly notice public hearing for the second reading of the proposed text repeal and text amendments.

SECTION 5. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and shall, within fifteen (15) days after passage, publish a summary of this

Ordinance in accordance with Section 36933 of the Government Code of the State of California with the names of City Council members voting for and against it.

INTRODUCED at a regular meeting of the City Council of the City of Seaside held on the 7th day of April 2022, and passed to print.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held the 21st day of April 2022, by the following vote:

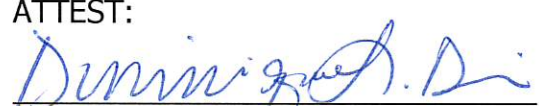
AYES:	4	COUNCIL MEMBERS	Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	1	COUNCIL MEMBERS	Campbell
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



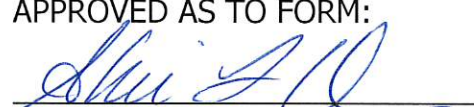
Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk

APPROVED AS TO FORM:



Sheri L. Damon, City Attorney

Assembly Bill No. 481

CHAPTER 406

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[Approved by Governor September 30, 2021. Filed with
Secretary of State September 30, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal personal surplus property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing

additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

SEC. 2. Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 12.8. FUNDING, ACQUISITION, AND USE OF MILITARY
EQUIPMENT

7070. For purposes of this chapter, the following definitions shall apply:

(a) "Governing body" means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff's department or a district attorney's office, "governing body" means the board of supervisors of the county.

(b) "Law enforcement agency" means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff's department.

(3) A district attorney's office.

(4) A county probation department.

(c) "Military equipment" means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters,

or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), “military equipment” does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

(d) “Military equipment use policy” means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public’s welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight

authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

(e) “State agency” means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(f) “Type” means each item that shares the same manufacturer model number.

7071. (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

(A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(G) Acquiring military equipment through any means not provided by this paragraph.

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of

the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision (d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications

to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

7073. (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.

(7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

(1) Publish the military equipment use policy on the agency's internet website.

(2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

7074. The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

7075. Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would

result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

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Military Equipment

710.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

710.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The City Council of The City of Seaside.

Military equipment – Includes but is not limited to the following:

- **Unmanned, remotely piloted, powered aerial or ground vehicles.**
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- **Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.**
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- **Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.**
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- **Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.**
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- **Kinetic energy weapons and munitions.**
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

The above items in bold are the current recognized specialized "military equipment" purchased and used by the Seaside Police Department.

Seaside Police Department

Policy Manual

Military Equipment

710.2 POLICY

It is the policy of the Seaside Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment. It is also the policy of the Seaside Police Department that there are legally enforceable safeguards, including transparency, oversight and accountability measures in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

The acquisitions of military equipment and its deployment in our communities may impact the public's safety and welfare. The public has a right to know about any funding, acquisition, or use of military equipment by local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment. Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

710.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police will designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the City Council for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the City Council.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Seaside Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

710.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department

Military Equipment

[See attachment: SSPD AB 481 List.pdf](#)

[See attachment: MPRSRU AB 481.pdf](#)

[See attachment: MPRSRU 2 AB 481.pdf](#)

[See attachment: MPRSRU 3 AB 481.pdf](#)

[See attachment: MPRSRU 4 AB 481.pdf](#)

[See attachment: MPRSRU 5 AB 481.pdf](#)

[See attachment: MPRSRU 6 AB 481.pdf](#)

710.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the City Council by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the City Council and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the City Council prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

710.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by other jurisdictions providing aid to Seaside PD shall comply with their respective military equipment use policies. Seaside PD is a participating member of the

Seaside Police Department

Policy Manual

Military Equipment

Monterey Peninsula Regional Special Response Unit (MPRSRU) in collaboration with other law enforcement agencies on the Monterey Peninsula. MPRSRU provides capabilities to address specific law enforcement issues, such as active shooter incidents, hostage situations, barricaded subject incidents, etc. Seaside PD also collaborates and works with the Monterey County Sheriff's Department and other local, state and federal law enforcement agencies that may provide aid to Seaside PD. Military equipment owned by other jurisdictions that may be used by MPRSRU inside the City of Seaside's jurisdiction is listed in the above attachments of the Military Equipment Inventory. Seaside PD is authorized to use that military equipment in connection with MPRSRU activities/responses.

710.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee shall submit a military equipment report to the City Council for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee shall also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

710.8 COMMUNITY ENGAGEMENT

The Police Department will hold two public meetings for transparency and public engagement.

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least two well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment. Within 60 days of submitting and publicly releasing the annual report, the Department shall schedule a meeting with the Community Safety Advisory Committee (CSAC), at which the Police Department should discuss the report and respond to questions regarding the funding, acquisition, or use of military equipment.

A complaint, concern or question related to Military Equipment utilization by the Seaside Police Department can be made through any of the below listed methods:

Email: mdoza@ci.seaside.ca.us

Web: <http://www.ci.seaside.ca.us/Faq.aspx?QID=172>

By phone: (831) 899-6748

By mail: Seaside Police Department; Attn: Military Equipment Use Coordinator; 440 Harcourt Ave Seaside, CA 93955

Attachments

SSPD AB 481 List.pdf

Unmanned, Remotely Piloted, Powered Aerial or Ground Vehicles California Government Code § 7070(c)(1)	
Type	Unmanned Aerial Vehicle
Description	Remotely piloted, unmanned aerial vehicle.
Quantity	1
Expended Lifespan	5 years
Manufacturer Description	The Mavic Pro Platinum features a sleek design and compact body that is both powerful and alluring. A new and improved 30-minute flight time coupled with 60% noise power reduction makes the Mavic Pro Platinum DJI's best portable drone yet.
Purpose and Authorized Uses	Vehicles are capable of being remotely piloted to provide scene information and intelligence in the form of video and still images transmitted to first responders.
Fiscal Impact	\$1,200.00 each.
Legal and Procedural Rules	49 USC §§ 40102, 40125, 14 CFR 91.113, FAA Certificate of Authorization 2019-WSA-5762-COA
Required Training	Initial 4 hours of pilot training, plus 48 hours of training per year.
Compliance Mechanisms	49 USC §§ 40102, 40125, 14 CFR 91.113, FAA Certificate of Authorization 2019-WSA-5762-COA

Specialized Firearm & Ammunition California Government Code § 7070(c)(10)	
Type	Semi-Automatic Patrol Rifle
Description	Colt M4 rifle.
Quantity	30
Expended Lifespan	10 years
Manufacturer Description	The Colt M4 Carbine is a Gas Operated Semi-Auto rifle, chambered in 223 Remington/5.56 NATO
Purpose and Authorized Uses	The Colt M4 Carbine enables officers when in compliance with the Seaside Police Department Use of Force Policy, to address short to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow an officer a precision shot placement minimizing the risk to officers and innocent citizens. There are no known alternatives to these weapons that will provide the same level of distance and precision.
Fiscal Impact	\$1,200.00 each.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 312.
Required Training	Sworn members utilizing the Colt M4 Carbine are trained in their use by CA POST certified firearms instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 312.

Specialized Firearm & Ammunition California Government Code § 7070(c)(10)	
Type	Semi-Automatic Patrol Rifle
Description	Colt AR-15 A3 rifle.
Quantity	3
Expended Lifespan	10 years
Manufacturer Description	The Colt AR-15 A3 rifle is a gas operated, semi-automatic rifle, chambered in 223 Remington/5.56 NATO
Purpose and Authorized Uses	The Colt AR-15 A3 rifle enables officers when in compliance with the Seaside Police Department Use of Force Policy, to address short to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow an officer a precision shot placement minimizing the risk to officers and innocent citizens. There are no known alternatives to these weapons that will provide the same level of distance and precision.
Fiscal Impact	\$1,200.00 each.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 312.
Required Training	California Peace Officer Standards And Training Commission 16-hour patrol rifle course, plus yearly qualification and in-service training.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 312.

Specialized Firearm & Ammunition California Government Code § 7070(c)(10)	
Type	Semi-Automatic Patrol Rifle
Description	Stag Arms STAG-15
Quantity	2
Expended Lifespan	10 years
Manufacturer Description	The Stag Arms STAG-15 rifle is a gas operated, semi-automatic rifle, chambered in 223 Remington/5.56 NATO
Purpose and Authorized Uses	The Stag Arms STAG-15 rifle enables officers when in compliance with the Seaside Police Department Use of Force Policy, to address short to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow an officer a precision shot placement minimizing the risk to officers and innocent citizens. There are no known alternatives to these weapons that will provide the same level of distance and precision.
Fiscal Impact	\$0.00
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 312.
Required Training	California Peace Officer Standards And Training Commission 16-hour patrol rifle course, plus yearly qualification and in-service training.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 312.

Specialized Firearm & Ammunition California Government Code § 7070(c)(10)	
Type	Ammunition for AR-15/M4 rifles.
Description	SpeerLE Law Enforcement Gold Dot
Quantity	15,600
Expended Lifespan	1 years
Manufacturer Description	Speer® Gold Dot® ammunition's reliability has made it the No. 1 choice for law enforcement, and we offer the same performance for self-defense rifle applications. Gold Dot rifle is engineered to provide industry-leading performance in FBI protocol testing through barrels less than 16 inches long. Its bullets are built using Speer's exclusive Uni-Cor® method. The jacket is bonded to the core one atom at a time, virtually eliminating core-jacket separation and creating a projectile that's accurate, tough and consistent through all common barriers.
Purpose and Authorized Uses	To project a force against a selected target to have an effect and stop the threat when other reasonable options are not viable. A verbal warning should precede its application.
Fiscal Impact	\$292.00 per case.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 312.
Required Training	California Peace Officer Standards And Training Commission 16-hour patrol rifle course, plus yearly qualification and in-service training.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 312.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Less Lethal Shotgun
Description	Remington 870 Less Lethal Shotgun with orange stock and fore-end.
Quantity	4
Expended Lifespan	25 years
Manufacturer Description	The Remington Model 870 Pump Shotgun is a reliable 12-gauge with double-action bars for smooth pump operation. A steellined/grooved fore-end provides a stronger grip, while the Flexitab feeding system provides positive and easier cycling. A less-lethal application shotgun is available with the addition of a blaze orange synthetic SpeedFeed stock and fore-end for the instant recognition required.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$950 each.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the Remington 870 less lethal shotguns are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Kinetic Energy Projectile Munition
Description	ALS1202 12 gauge fin stabilized kinetic energy projectile.
Quantity	21
Expended Lifespan	5 years
Manufacturer Description	The ALS1202 is a 12 ga. rubber finned projectile that is designed to be direct fired, producing blunt trauma and pain compliance.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$6.00 a box.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the Remington 870 less lethal shotguns are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Kinetic Energy Projectile Munition
Description	ALS1212 12 gauge stabilized kinetic energy projectile.
Quantity	20
Expended Lifespan	5 years
Manufacturer Description	The ALS1212T is a 12ga stabilized bean bag munition that is designed to produce blunt trauma and pain compliance. The bean bag is designed for exceptional flight ballistic stability to provide accuracy from smooth bore shotguns.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$6.00 a box.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the Remington 870 less lethal shotguns are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Less Lethal Launcher
Description	FN303 Less Lethal Launcher
Quantity	2
Expended Lifespan	10 years
Manufacturer Description	The FN 303® Less Lethal Launcher is constructed from durable lightweight polymer with comfortable ergonomics and an easy to operate safety. The FN 303® Launcher is equipped with both flip-up iron sights and an integrated MIL-STD-1913 top mounting rail for optical or electronic sights or other accessories. The lightweight polymer magazine holds 15 projectiles and offers a clear rear cover to allow the operator to instantly verify both the payload type and the number of projectiles remaining.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$1,699.00 each.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the FN303 less lethal launcher are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Kinetic Energy Projectile Munition
Description	FN303 Clear Impact Projectile
Quantity	900
Expendable Lifespan	3 years
Manufacturer Description	Less lethal ammunition designed for the FN 303 launcher. Dedicated to reducing lethality, the basis of the FN 303 lies in its unique projectiles. These .68 caliber, 8.5 gram projectiles utilize a fin-stabilized polystyrene body and a non-toxic bismuth forward payload to provide more accuracy and greater effective range than other less lethal systems. The primary effect of the projectile is trauma, which directly neutralizes the aggressor. Secondary effects from the projectiles can be delivered via a chemical payload depending on mission requirements.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$314.00 per box.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the FN303 less lethal launcher are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Kinetic Energy Projectile Munition
Description	FN303 OC Powder Projectile
Quantity	450
Expendable Lifespan	3 years
Manufacturer Description	Less lethal ammunition designed for the FN 303 launcher. Dedicated to reducing lethality, the basis of the FN 303 lies in its unique projectiles. These .68 caliber, 8.5 gram projectiles utilize a fin-stabilized polystyrene body and a non-toxic bismuth forward payload to provide more accuracy and greater effective range than other less lethal systems. The primary effect of the projectile is trauma, which directly neutralizes the aggressor. Secondary effects from the projectiles can be delivered via a chemical payload depending on mission requirements.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$511.00 per box.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the FN303 less lethal launcher are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

MPRSRU AB 481.pdf

SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPD COLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category	
Govt Code §7070(c):	(1) Unmanned, remotely piloted, powered aerial or ground vehicles
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	Unmanned, remotely piloted, powered arial and ground vehicles
Quantity (existing/sought):	0 (owned by collaborating law enforcement agency for MPRSRU SWAT Team and Sheriff's Bomb Squad)
Capabilities:	Vehicles are capable of being remotely navigated to provide scene information and intelligence in the form of video and still images transmitted to first responders.
Expected lifespan:	5 years
Manufacturer's description:	Remotely operated land vehicles to support various mission areas such as explosive device remediation, hazardous materials operations, tactical law enforcement operations, search & rescue, and surveillance/detection. Examples include, but are not limited to rovers, scout vehicles, and surveillance platforms. Unmanned Aircraft System (UAS) comprises an unmanned aircraft and the equipment necessary for the safe and efficient operation of that aircraft. The system generally includes a fixed or rotary-wing (tethered or non-thethered) aircraft and a ground control station.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	To enhance the safety of potentially dangerous situations by providing first responders with the ability to monitor video feed from vehicle cameras of hazardous areas prior to, or in lieu of, sending in personnel. Remotely piloted ground vehicles may be used to investigate and mitigate potential explosive devices. UAS/Drone/Arial platforms may be used for search and rescue; suspect apprehension crime scene documentation; tactical operations; scene security; hazard monitoring; identification and mitigation; response to emergency calls; crisis communications; legally authorized surviellance.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$0 (not owned by SSPD)
Annual costs:	\$0 (not maintained by SSPD)
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws. Any use of UAS/Drone platforms will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.
Procedural:	SSPD Policy - 408 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	MPRSRU SWAT Team provides internal training for staff members prior to allowing them to operate the ground vehicle equipment. All MPRSRU members are required to complete an initial POST certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually. Prior to piloting any UAS/Drone staff members must secure an FAA Remote Pilot License and complete training required by FAA COA.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). The Monterey County Sheriff's Office also provides the regional explosive mitigation team "bomb squad." This equipment is owned and operated by MPRSRU SWAT and the Monterey County Sheriff's Department. While the Seaside Police Department does not own this equipment, it could be used in Seaside by MPRSRU SWAT or the Monterey County Sheriff's Department if they are deployed to an incident within city limits.

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SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPD COLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category Govt Code §7070(c):	(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	MPRSRU Rescue Vehicle (Lenco Bearcat Armored Vehicle)
Quantity (existing/sought):	0 (owned by collaborating law enforcement agency for MPRSRU SWAT Team)
Capabilities:	Capable of transporting personnel and equipment while providing them with armored protection. Also has a breaching apparatus that can be attached.
Expected lifespan:	10 years
Manufacturer's description:	The Lenco BearCat is the standard tactical armored vehicle for special operations units within the US Law Enforcement community. Since the early 2000s, agencies such as LAPD, LASD SEB, NYPD ESU, Boston PD and hundreds of Federal, State and Local Law Enforcement agencies have made the BearCat part of their standard operating procedure. The Bearcat has excellent on-road driving characteristics and maneuverability in tight urban settings. The large floor plan seats 10 – 12 fully equipped officers.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	The SRU Rescue Vehicle (Lenco Bearcat Armored Vehicle) is intended for use during critical incidents including, but not limited to: (a) Hostage situations; (b) Barricaded subject incidents; (c) Active shooter situations; (d) High risk arrest and search warrants; (e) Any threat of explosive devices; (f) Other situations where ballistic protection is necessary for the protection of personnel. The SRU Rescue Vehicle will not be deployed for situations such as peaceful protests or demonstrations where violence is not threatened toward the public, property or law enforcement personnel. When deploying the vehicle one must consider how its use or misuse could create fear or distrust in the community and take steps to mitigate those negative effects. The SRU Rescue vehicle may be deployed for exhibition at community based events for the purpose of educating and familiarizing the public with its use and purpose.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$0 (not owned by SSPD)
Annual costs:	\$0 (not maintained by SSPD)
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws.
Procedural:	SSPD Policy - 408 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	The SRU Rescue Vehicle is driven by approved personnel who have received training in the vehicle's operation. The training includes both classroom and practical driving exercises. Operators also receive scenario based training to include the decision making process as to how it should and should not be deployed. Scenario based training includes constitutional and community policing principles as it relates to SRU Rescue Vehicle deployment. All MPRSRU members are required to complete an initial POST Certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). This equipment is registered to the Marina Police Department and utilized by MPRSRU SWAT. While the Seaside Police Department does not own this equipment, it could be used in Seaside by MPRSRU SWAT if they are deployed to an incident within city limits. Although rare, it may also be used in Seaside at community events for educational and familiarization purposes.

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SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPD COLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category	(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units
Govt Code §7070(c):	
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	Workhorse commercial van
Quantity (existing/sought):	1 (owned by SSPD and used exclusively for MPRSRU SWAT Team)
Capabilities:	Vehicles modified to facilitate the control and direction of public safety units.
Expected lifespan:	Unknown
Manufacturer's description:	Unavailable
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	Workspace for commanding/supervising personnel during critical incidents. Also utilized for community outreach events such as National Night Out, Public Safety Outreach, etc.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$60,000
Annual costs:	\$0
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws.
Procedural:	SSPD Policy - 408 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	MPRSU SWAT Team provides internal training for staff members prior to allowing them to operate these vehicles. All MPRSRU members are required to complete an initial POST certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). This equipment is registered to the Seaside Police Department and operated by MPRSRU SWAT. This equipment could be used in Seaside by MPRSRU SWAT if they are deployed to an incident within city limits.

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SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPD COLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category Govt Code §7070(c):	(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	Remington 870 Breaching Shotgun
Quantity (existing/sought):	1 (owned by SSPD and used for MPRSRU SWAT Team)
Capabilities:	Remington 870 12 gauge shotgun modified with pistol grip and barrel standoff designed for breaching doors or other points of entry.
Expected lifespan:	Unknown
Manufacturer's description:	The Remington Shotgun is milled from a single block of steel. The stock and fore grip are comprised of fiberglass-reinforced polymer with a rubber over-molding. This shotgun is a U.S.-made pump-action shotgun. The magazine tube holds 6 less-lethal rounds.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	A breaching shotgun can be deployed any time tactical operators determine that it is necessary to complete a lawful breaching, and other breaching methods are determined to be ineffective. Shotgun breaching generally needs to be supported by exigent circumstances necessitating immediate access for public safety.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$2,500
Annual costs:	\$0
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws governing police use of force.
Procedural:	SSPD Policies - 408 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	All MPRSRU members are required to complete an initial POST certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually. MPRSRU members train on this piece of equipment 4 hours annually.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). This equipment is registered to the Seaside Police Department and operated by MPRSRU SWAT.

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SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPDCOLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category Govt Code §7070(c):	(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	37mm Less Lethal Launcher and Oleoresin Capsicum "OC" munitions
Quantity (existing/sought):	0 (owned by collaborating law enforcement agency for MPRSRU SWAT Team)
Capabilities:	The 37mm Less Lethal Launcher is capable of firing barricade penetrating "OC" rounds which disperse .02 ounces of OC powder into a defined space. These munitions are designed to dislodge barricaded subjects from confined areas.
Expected lifespan:	15 years
Manufacturer's description:	The Federal 37 mm Less Lethal Launcher. Is a single-shot break-open platform designed to fire 37mm less lethal oleoresin capsicum munitions.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	The 37mm Less Lethal Launchers and "OC" Munitions are intended for use as a less-lethal use of force option.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$0 (not owned by SSPD)
Annual costs:	\$0 (not maintained by SSPD)
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws governing police use of force.
Procedural:	MPD Policies - 404 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	All MPRSRU members are required to complete an initial POST certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually. MPRSRU members train on this piece of equipment 4 hours annually.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). This equipment is owned and operated by MPRSRU SWAT. While the Seaside Police Department does not own this equipment, it could be used in Seaside by MPRSRU SWAT if they are deployed to an incident within city limits.

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SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPD COLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category Govt Code §7070(c):	(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	40mm Less Lethal Launchers and Kinetic Energy Munitions
Quantity (existing/sought):	0 (owned by collaborating law enforcement agency for MPRSRU SWAT Team)
Capabilities:	The 40mm Less Lethal Launcher is capable of firing 40mm Kinetic Energy Munitions, known as sponge projectiles
Expected lifespan:	15 years
Manufacturer's description:	Penn Arms 40mm Multi-Shot launchers are manufactured using 4140 hardened steel, 6061-T6 mil-spec anodized aluminum, and DuPont super tough glass-filled nylon. These launchers are lightweight, versatile, and used worldwide by police and corrections officers. The 40mm launcher is available in both pump-action advance and single shot versions
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	The 40mm Less Lethal Launchers and Kinetic Energy Munitions are intended for use as a less-lethal use of force option.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$0 (not owned by SSPD)
Annual costs:	\$0 (not maintained by SSPD)
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws governing police use of force.
Procedural:	SSPD Policies - 408 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	All MPRSRU members are required to complete an initial POST certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually. MPRSRU members train on this piece of equipment 4 hours annually.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). This equipment is registered to the Sand City Police Department for use by MPRSRU SWAT. While the Seaside Police Department does not own this equipment, it could be used in Seaside by MPRSRU SWAT if they are deployed to an incident within city limits.

Military Equipment

710.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

710.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The City Council of The City of Seaside.

Military equipment – Includes but is not limited to the following:

- **Unmanned, remotely piloted, powered aerial or ground vehicles.**
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- **Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.**
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- **Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.**
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- **Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.**
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- **Kinetic energy weapons and munitions.**
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

The above items in bold are the current recognized specialized "military equipment" purchased and used by the Seaside Police Department.

Seaside Police Department

Policy Manual

Military Equipment

710.2 POLICY

It is the policy of the Seaside Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment. It is also the policy of the Seaside Police Department that there are legally enforceable safeguards, including transparency, oversight and accountability measures in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

The acquisitions of military equipment and its deployment in our communities may impact the public's safety and welfare. The public has a right to know about any funding, acquisition, or use of military equipment by local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment. Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

710.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police will designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the City Council for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the City Council..
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Seaside Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

710.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department

Military Equipment

[See attachment: SSPD AB 481 List.pdf](#)

[See attachment: MPRSRU AB 481.pdf](#)

[See attachment: MPRSRU 2 AB 481.pdf](#)

[See attachment: MPRSRU 3 AB 481.pdf](#)

[See attachment: MPRSRU 4 AB 481.pdf](#)

[See attachment: MPRSRU 5 AB 481.pdf](#)

[See attachment: MPRSRU 6 AB 481.pdf](#)

710.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the City Council by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the City Council and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the City Council prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

710.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by other jurisdictions providing aid to Seaside PD shall comply with their respective military equipment use policies. Seaside PD is a participating member of the

Seaside Police Department

Policy Manual

Military Equipment

Monterey Peninsula Regional Special Response Unit (MPRSRU) in collaboration with other law enforcement agencies on the Monterey Peninsula. MPRSRU provides capabilities to address specific law enforcement issues, such as active shooter incidents, hostage situations, barricaded subject incidents, etc. Seaside PD also collaborates and works with the Monterey County Sheriff's Department and other local, state and federal law enforcement agencies that may provide aid to Seaside PD. Military equipment owned by other jurisdictions that may be used by MPRSRU inside the City of Seaside's jurisdiction is listed in the above attachments of the Military Equipment Inventory. Seaside PD is authorized to use that military equipment in connection with MPRSRU activities/responses.

710.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee shall submit a military equipment report to the City Council for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee shall also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

710.8 COMMUNITY ENGAGEMENT

The Police Department will hold two public meetings for transparency and public engagement.

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least two well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment. Within 60 days of submitting and publicly releasing the annual report, the Department shall schedule a meeting with the Community Safety Advisory Committee (CSAC), at which the Police Department should discuss the report and respond to questions regarding the funding, acquisition, or use of military equipment.

A complaint, concern or question related to Military Equipment utilization by the Seaside Police Department can be made through any of the below listed methods:

Email: mdoza@ci.seaside.ca.us

Web: <http://www.ci.seaside.ca.us/Faq.aspx?QID=172>

By phone: (831) 899-6748

By mail: Seaside Police Department; Attn: Military Equipment Use Coordinator; 440 Harcourt Ave Seaside, CA 93955

Attachments

SSPD AB 481 List.pdf

Unmanned, Remotely Piloted, Powered Aerial or Ground Vehicles California Government Code § 7070(c)(1)	
Type	Unmanned Aerial Vehicle
Description	Remotely piloted, unmanned aerial vehicle.
Quantity	1
Expended Lifespan	5 years
Manufacturer Description	The Mavic Pro Platinum features a sleek design and compact body that is both powerful and alluring. A new and improved 30-minute flight time coupled with 60% noise power reduction makes the Mavic Pro Platinum DJI's best portable drone yet.
Purpose and Authorized Uses	Vehicles are capable of being remotely piloted to provide scene information and intelligence in the form of video and still images transmitted to first responders.
Fiscal Impact	\$1,200.00 each.
Legal and Procedural Rules	49 USC §§ 40102, 40125, 14 CFR 91.113, FAA Certificate of Authorization 2019-WSA-5762-COA
Required Training	Initial 4 hours of pilot training, plus 48 hours of training per year.
Compliance Mechanisms	49 USC §§ 40102, 40125, 14 CFR 91.113, FAA Certificate of Authorization 2019-WSA-5762-COA

Specialized Firearm & Ammunition California Government Code § 7070(c)(10)	
Type	Semi-Automatic Patrol Rifle
Description	Colt M4 rifle.
Quantity	30
Expended Lifespan	10 years
Manufacturer Description	The Colt M4 Carbine is a Gas Operated Semi-Auto rifle, chambered in 223 Remington/5.56 NATO
Purpose and Authorized Uses	The Colt M4 Carbine enables officers when in compliance with the Seaside Police Department Use of Force Policy, to address short to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow an officer a precision shot placement minimizing the risk to officers and innocent citizens. There are no known alternatives to these weapons that will provide the same level of distance and precision.
Fiscal Impact	\$1,200.00 each.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 312.
Required Training	Sworn members utilizing the Colt M4 Carbine are trained in their use by CA POST certified firearms instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 312.

Specialized Firearm & Ammunition California Government Code § 7070(c)(10)	
Type	Semi-Automatic Patrol Rifle
Description	Colt AR-15 A3 rifle.
Quantity	3
Expended Lifespan	10 years
Manufacturer Description	The Colt AR-15 A3 rifle is a gas operated, semi-automatic rifle, chambered in 223 Remington/5.56 NATO
Purpose and Authorized Uses	The Colt AR-15 A3 rifle enables officers when in compliance with the Seaside Police Department Use of Force Policy, to address short to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow an officer a precision shot placement minimizing the risk to officers and innocent citizens. There are no known alternatives to these weapons that will provide the same level of distance and precision.
Fiscal Impact	\$1,200.00 each.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 312.
Required Training	California Peace Officer Standards And Training Commission 16-hour patrol rifle course, plus yearly qualification and in-service training.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 312.

Specialized Firearm & Ammunition California Government Code § 7070(c)(10)	
Type	Semi-Automatic Patrol Rifle
Description	Stag Arms STAG-15
Quantity	2
Expended Lifespan	10 years
Manufacturer Description	The Stag Arms STAG-15 rifle is a gas operated, semi-automatic rifle, chambered in 223 Remington/5.56 NATO
Purpose and Authorized Uses	The Stag Arms STAG-15 rifle enables officers when in compliance with the Seaside Police Department Use of Force Policy, to address short to long distance threats, or those threats who are heavily armed, armored or both. Further, in both short and long-distance deployments, they allow an officer a precision shot placement minimizing the risk to officers and innocent citizens. There are no known alternatives to these weapons that will provide the same level of distance and precision.
Fiscal Impact	\$0.00
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 312.
Required Training	California Peace Officer Standards And Training Commission 16-hour patrol rifle course, plus yearly qualification and in-service training.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 312.

Specialized Firearm & Ammunition California Government Code § 7070(c)(10)	
Type	Ammunition for AR-15/M4 rifles.
Description	SpeerLE Law Enforcement Gold Dot
Quantity	15,600
Expended Lifespan	1 years
Manufacturer Description	Speer® Gold Dot® ammunition's reliability has made it the No. 1 choice for law enforcement, and we offer the same performance for self-defense rifle applications. Gold Dot rifle is engineered to provide industry-leading performance in FBI protocol testing through barrels less than 16 inches long. Its bullets are built using Speer's exclusive Uni-Cor® method. The jacket is bonded to the core one atom at a time, virtually eliminating core-jacket separation and creating a projectile that's accurate, tough and consistent through all common barriers.
Purpose and Authorized Uses	To project a force against a selected target to have an effect and stop the threat when other reasonable options are not viable. A verbal warning should precede its application.
Fiscal Impact	\$292.00 per case.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 312.
Required Training	California Peace Officer Standards And Training Commission 16-hour patrol rifle course, plus yearly qualification and in-service training.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 312.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Less Lethal Shotgun
Description	Remington 870 Less Lethal Shotgun with orange stock and fore-end.
Quantity	4
Expended Lifespan	25 years
Manufacturer Description	The Remington Model 870 Pump Shotgun is a reliable 12-gauge with double-action bars for smooth pump operation. A steellined/grooved fore-end provides a stronger grip, while the Flexitab feeding system provides positive and easier cycling. A less-lethal application shotgun is available with the addition of a blaze orange synthetic SpeedFeed stock and fore-end for the instant recognition required.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$950 each.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the Remington 870 less lethal shotguns are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Kinetic Energy Projectile Munition
Description	ALS1202 12 gauge fin stabilized kinetic energy projectile.
Quantity	21
Expended Lifespan	5 years
Manufacturer Description	The ALS1202 is a 12 ga. rubber finned projectile that is designed to be direct fired, producing blunt trauma and pain compliance.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$6.00 a box.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the Remington 870 less lethal shotguns are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Kinetic Energy Projectile Munition
Description	ALS1212 12 gauge stabilized kinetic energy projectile.
Quantity	20
Expended Lifespan	5 years
Manufacturer Description	The ALS1212T is a 12ga stabilized bean bag munition that is designed to produce blunt trauma and pain compliance. The bean bag is designed for exceptional flight ballistic stability to provide accuracy from smooth bore shotguns.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$6.00 a box.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the Remington 870 less lethal shotguns are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Less Lethal Launcher
Description	FN303 Less Lethal Launcher
Quantity	2
Expended Lifespan	10 years
Manufacturer Description	The FN 303® Less Lethal Launcher is constructed from durable lightweight polymer with comfortable ergonomics and an easy to operate safety. The FN 303® Launcher is equipped with both flip-up iron sights and an integrated MIL-STD-1913 top mounting rail for optical or electronic sights or other accessories. The lightweight polymer magazine holds 15 projectiles and offers a clear rear cover to allow the operator to instantly verify both the payload type and the number of projectiles remaining.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$1,699.00 each.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the FN303 less lethal launcher are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Kinetic Energy Projectile Munition
Description	FN303 Clear Impact Projectile
Quantity	900
Expended Lifespan	3 years
Manufacturer Description	Less lethal ammunition designed for the FN 303 launcher. Dedicated to reducing lethality, the basis of the FN 303 lies in its unique projectiles. These .68 caliber, 8.5 gram projectiles utilize a fin-stabilized polystyrene body and a non-toxic bismuth forward payload to provide more accuracy and greater effective range than other less lethal systems. The primary effect of the projectile is trauma, which directly neutralizes the aggressor. Secondary effects from the projectiles can be delivered via a chemical payload depending on mission requirements.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$314.00 per box.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the FN303 less lethal launcher are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

Projectile Launch Platforms & Munitions California Government Code § 7070(c)(14)	
Type	Kinetic Energy Projectile Munition
Description	FN303 OC Powder Projectile
Quantity	450
Expendable Lifespan	3 years
Manufacturer Description	Less lethal ammunition designed for the FN 303 launcher. Dedicated to reducing lethality, the basis of the FN 303 lies in its unique projectiles. These .68 caliber, 8.5 gram projectiles utilize a fin-stabilized polystyrene body and a non-toxic bismuth forward payload to provide more accuracy and greater effective range than other less lethal systems. The primary effect of the projectile is trauma, which directly neutralizes the aggressor. Secondary effects from the projectiles can be delivered via a chemical payload depending on mission requirements.
Purpose and Authorized Uses	To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.
Fiscal Impact	\$511.00 per box.
Legal and Procedural Rules	Seaside Police Department Policy Manual §§ 300, 308.
Required Training	Sworn members utilizing the FN303 less lethal launcher are trained in their use by California Peace Officer Standards And Training Commission certified less lethal instructors.
Compliance Mechanisms	Seaside Police Department Policy Manual §§ 300, 308.

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SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPD COLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category	
Govt Code §7070(c):	(1) Unmanned, remotely piloted, powered aerial or ground vehicles
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	Unmanned, remotely piloted, powered arial and ground vehicles
Quantity (existing/sought):	0 (owned by collaborating law enforcement agency for MPRSRU SWAT Team and Sheriff's Bomb Squad)
Capabilities:	Vehicles are capable of being remotely navigated to provide scene information and intelligence in the form of video and still images transmitted to first responders.
Expected lifespan:	5 years
Manufacturer's description:	Remotely operated land vehicles to support various mission areas such as explosive device remediation, hazardous materials operations, tactical law enforcement operations, search & rescue, and surveillance/detection. Examples include, but are not limited to rovers, scout vehicles, and surveillance platforms. Unmanned Aircraft System (UAS) comprises an unmanned aircraft and the equipment necessary for the safe and efficient operation of that aircraft. The system generally includes a fixed or rotary-wing (tethered or non-thethered) aircraft and a ground control station.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	To enhance the safety of potentially dangerous situations by providing first responders with the ability to monitor video feed from vehicle cameras of hazardous areas prior to, or in lieu of, sending in personnel. Remotely piloted ground vehicles may be used to investigate and mitigate potential explosive devices. UAS/Drone/Arial platforms may be used for search and rescue; suspect apprehension crime scene documentation; tactical operations; scene security; hazard monitoring; identification and mitigation; response to emergency calls; crisis communications; legally authorized surviellance.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$0 (not owned by SSPD)
Annual costs:	\$0 (not maintained by SSPD)
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws. Any use of UAS/Drone platforms will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.
Procedural:	SSPD Policy - 408 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	MPRSRU SWAT Team provides internal training for staff members prior to allowing them to operate the ground vehicle equipment. All MPRSRU members are required to complete an initial POST certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually. Prior to piloting any UAS/Drone staff members must secure an FAA Remote Pilot License and complete training required by FAA COA.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). The Monterey County Sheriff's Office also provides the regional explosive mitigation team "bomb squad." This equipment is owned and operated by MPRSRU SWAT and the Monterey County Sheriff's Department. While the Seaside Police Department does not own this equipment, it could be used in Seaside by MPRSRU SWAT or the Monterey County Sheriff's Department if they are deployed to an incident within city limits.

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SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPD COLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category Govt Code §7070(c):	(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	MPRSRU Rescue Vehicle (Lenco Bearcat Armored Vehicle)
Quantity (existing/sought):	0 (owned by collaborating law enforcement agency for MPRSRU SWAT Team)
Capabilities:	Capable of transporting personnel and equipment while providing them with armored protection. Also has a breaching apparatus that can be attached.
Expected lifespan:	10 years
Manufacturer's description:	The Lenco BearCat is the standard tactical armored vehicle for special operations units within the US Law Enforcement community. Since the early 2000s, agencies such as LAPD, LASD SEB, NYPD ESU, Boston PD and hundreds of Federal, State and Local Law Enforcement agencies have made the BearCat part of their standard operating procedure. The Bearcat has excellent on-road driving characteristics and maneuverability in tight urban settings. The large floor plan seats 10 – 12 fully equipped officers.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	The SRU Rescue Vehicle (Lenco Bearcat Armored Vehicle) is intended for use during critical incidents including, but not limited to: (a) Hostage situations; (b) Barricaded subject incidents; (c) Active shooter situations; (d) High risk arrest and search warrants; (e) Any threat of explosive devices; (f) Other situations where ballistic protection is necessary for the protection of personnel. The SRU Rescue Vehicle will not be deployed for situations such as peaceful protests or demonstrations where violence is not threatened toward the public, property or law enforcement personnel. When deploying the vehicle one must consider how its use or misuse could create fear or distrust in the community and take steps to mitigate those negative effects. The SRU Rescue vehicle may be deployed for exhibition at community based events for the purpose of educating and familiarizing the public with its use and purpose.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$0 (not owned by SSPD)
Annual costs:	\$0 (not maintained by SSPD)
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws.
Procedural:	SSPD Policy - 408 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	The SRU Rescue Vehicle is driven by approved personnel who have received training in the vehicle's operation. The training includes both classroom and practical driving exercises. Operators also receive scenario based training to include the decision making process as to how it should and should not be deployed. Scenario based training includes constitutional and community policing principles as it relates to SRU Rescue Vehicle deployment. All MPRSRU members are required to complete an initial POST Certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). This equipment is registered to the Marina Police Department and utilized by MPRSRU SWAT. While the Seaside Police Department does not own this equipment, it could be used in Seaside by MPRSRU SWAT if they are deployed to an incident within city limits. Although rare, it may also be used in Seaside at community events for educational and familiarization purposes.

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SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPD COLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category	(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units
Govt Code §7070(c):	
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	Workhorse commercial van
Quantity (existing/sought):	1 (owned by SSPD and used exclusively for MPRSRU SWAT Team)
Capabilities:	Vehicles modified to facilitate the control and direction of public safety units.
Expected lifespan:	Unknown
Manufacturer's description:	Unavailable
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	Workspace for commanding/supervising personnel during critical incidents. Also utilized for community outreach events such as National Night Out, Public Safety Outreach, etc.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$60,000
Annual costs:	\$0
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws.
Procedural:	SSPD Policy - 408 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	MPRSU SWAT Team provides internal training for staff members prior to allowing them to operate these vehicles. All MPRSRU members are required to complete an initial POST certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). This equipment is registered to the Seaside Police Department and operated by MPRSRU SWAT. This equipment could be used in Seaside by MPRSRU SWAT if they are deployed to an incident within city limits.

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SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPD COLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category Govt Code §7070(c):	(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	Remington 870 Breaching Shotgun
Quantity (existing/sought):	1 (owned by SSPD and used for MPRSRU SWAT Team)
Capabilities:	Remington 870 12 gauge shotgun modified with pistol grip and barrel standoff designed for breaching doors or other points of entry.
Expected lifespan:	Unknown
Manufacturer's description:	The Remington Shotgun is milled from a single block of steel. The stock and fore grip are comprised of fiberglass-reinforced polymer with a rubber over-molding. This shotgun is a U.S.-made pump-action shotgun. The magazine tube holds 6 less-lethal rounds.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	A breaching shotgun can be deployed any time tactical operators determine that it is necessary to complete a lawful breaching, and other breaching methods are determined to be ineffective. Shotgun breaching generally needs to be supported by exigent circumstances necessitating immediate access for public safety.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$2,500
Annual costs:	\$0
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws governing police use of force.
Procedural:	SSPD Policies - 408 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	All MPRSRU members are required to complete an initial POST certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually. MPRSRU members train on this piece of equipment 4 hours annually.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). This equipment is registered to the Seaside Police Department and operated by MPRSRU SWAT.

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SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPDCOLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category Govt Code §7070(c):	(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	37mm Less Lethal Launcher and Oleoresin Capsicum "OC" munitions
Quantity (existing/sought):	0 (owned by collaborating law enforcement agency for MPRSRU SWAT Team)
Capabilities:	The 37mm Less Lethal Launcher is capable of firing barricade penetrating "OC" rounds which disperse .02 ounces of OC powder into a defined space. These munitions are designed to dislodge barricaded subjects from confined areas.
Expected lifespan:	15 years
Manufacturer's description:	The Federal 37 mm Less Lethal Launcher. Is a single-shot break-open platform designed to fire 37mm less lethal oleoresin capsicum munitions.
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	The 37mm Less Lethal Launchers and "OC" Munitions are intended for use as a less-lethal use of force option.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$0 (not owned by SSPD)
Annual costs:	\$0 (not maintained by SSPD)
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws governing police use of force.
Procedural:	MPD Policies - 404 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	All MPRSRU members are required to complete an initial POST certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually. MPRSRU members train on this piece of equipment 4 hours annually.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). This equipment is owned and operated by MPRSRU SWAT. While the Seaside Police Department does not own this equipment, it could be used in Seaside by MPRSRU SWAT if they are deployed to an incident within city limits.

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SECTION TWO - QUALIFYING EQUIPMENT OWNED/UTILIZED BY LAW ENFORCEMENT AGENCIES THE SSPD COLLABORATES AND/OR PARTICIPATES WITH AS PART OF THE MPRSRU FOR LAW ENFORCEMENT PURPOSES	
AB 481 Category Govt Code §7070(c):	(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons
(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment	
Description:	40mm Less Lethal Launchers and Kinetic Energy Munitions
Quantity (existing/sought):	0 (owned by collaborating law enforcement agency for MPRSRU SWAT Team)
Capabilities:	The 40mm Less Lethal Launcher is capable of firing 40mm Kinetic Energy Munitions, known as sponge projectiles
Expected lifespan:	15 years
Manufacturer's description:	Penn Arms 40mm Multi-Shot launchers are manufactured using 4140 hardened steel, 6061-T6 mil-spec anodized aluminum, and DuPont super tough glass-filled nylon. These launchers are lightweight, versatile, and used worldwide by police and corrections officers. The 40mm launcher is available in both pump-action advance and single shot versions
(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment	
Purpose(s)/Authorized Use:	The 40mm Less Lethal Launchers and Kinetic Energy Munitions are intended for use as a less-lethal use of force option.
(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment	
Initial cost:	\$0 (not owned by SSPD)
Annual costs:	\$0 (not maintained by SSPD)
(4) The legal and procedural rules that govern each authorized use	
Legal:	All applicable State, Federal and Local laws governing police use of force.
Procedural:	SSPD Policies - 408 (Monterey Peninsula Regional Special Response Unit)
(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy	
Required training:	All MPRSRU members are required to complete an initial POST certified 80 hour basic SWAT course, 120 hours of annual training, and 24 hours of SWAT update training bi-annually. MPRSRU members train on this piece of equipment 4 hours annually.
Other:	The Seaside Police Department participates in the Monterey Peninsula Regional Special Response Unit SWAT Team (MPRSRU). This equipment is registered to the Sand City Police Department for use by MPRSRU SWAT. While the Seaside Police Department does not own this equipment, it could be used in Seaside by MPRSRU SWAT if they are deployed to an incident within city limits.



CITY OF SEASIDE STAFF REPORT

Item No.: 10.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Alexia Garcia, Housing Program Manager

DATE: April 20, 2023

**SUBJECT: ADOPT A RESOLUTION APPROVING THE UPDATED SEASIDE
CALHOME ADU LOAN PROGRAM GUIDELINES AND AUTHORIZE
THE SUBMITTAL TO THE CALIFORNIA DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT**

RECOMMENDATION

Adopt a resolution approving the updated City of Seaside CalHome ADU Loan Program Guidelines and authorize City Staff to submit them to the California Department of Housing and Community Development (HCD).

BACKGROUND

On July 15th, 2021, the California Department of Housing and Community Development (HCD) approved the City of Seaside's \$1 million application under HCD's CalHome Program. The \$1 million grant is slated for the implementation of a local CalHome ADU Loan Program. The grant funds will be allocated to ten Seaside homeowners in the form of ten \$100,000 interest-free loans for the construction or rehabilitation of ten accessory dwelling units (ADUs). The program includes the following key requisites:

- Borrowers must be Seaside residents and reside in the primary dwelling unit or the ADU 10 out of 12 months per calendar year.
- Borrowers must have a gross household income at or below 80% of the Area Median Income (AMI). A complete schedule of income thresholds can be found under "Attachment A" of the updated program guidelines (Attachment 1).
- Rent must not exceed 30% of the tenant's household gross income to meet state and federal affordability requirements. Borrowers must rent the accessory dwelling unit (ADU) to a household with a gross income at or below 80% AMI, provided there is not a pre-existing tenant. If there is a pre-existing tenant, the subsequent tenant is required to be income qualified.

The City has three years from the date of contract execution to expend 95% of its awarded funds. Projects funded by the grant must be built and completed July 2024. Due to staff turnover and delays caused by the Covid-19 Pandemic, outreach and program implementation was not yet begun. If 95% of the award is not spent by July 2024, the City's future state housing grant applications will be penalized. To adhere to the program deadline, projects will be considered if they can demonstrate that construction can be completed by July 2024 and applicants must be in the process of applying for a building permit, have a building permit issued or be an unpermitted ADU that can meet the construction timeline and standards.

The updated program guidelines (Attachment 1) address a wider set of program considerations ranging from program eligibility to construction and leasing of the unit. The guidelines incorporate HCD requirements, prior direction from the City Council, and best practices from comparable homeownership programs. City Staff will conduct extensive community outreach, including reaching out to interested parties on the existing ADU water allocation waitlist.

FISCAL IMPACT

None.

ATTACHMENTS

1. Updated Program Guidelines

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

CALHOME ACCESSORY DWELLING UNIT PROGRAM GUIDELINES



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I. Program Overview

City of Seaside (“City”) entered a contractual relationship with the California Department of Housing and Community Development (“HCD”) to administer the CalHome Accessory Dwelling Unit (ADU) Loan Program (“Program”) described herein. The Program provides thirty (30) year non-performing loans to eligible occupant homeowners to renovate, rehabilitate or construct ADU’s¹ to rent to low-income tenants at an approved affordable rent.

The Program is available to homeowners whose gross household income does not exceed 80% of Monterey County’s Area Median Income (AMI) adjusted by household size. The maximum loan (“Loan”) amount per Borrower is \$100,000.

Insert Income Chart?

The Program is administered under the City’s ADU Building Permit Process, Ordinance No. 2023 of the Municipal Code of the City of Seaside, and these Guidelines.

The Guidelines are interpreted under Chapter 6 (commencing with Section 50650) of Part 2 of Division 31, Health and Safety Code (HSC), which establishes the CalHome Program administered by HCD, Chapter 365 (commencing with Section 54000) of Part 16 of Division 31,

¹ An Accessory Dwelling Unit/ADU is a separate dwelling unit containing living, sleeping, kitchen, and sanitation facilities located on a site within a residential zone that already contains one legally created dwelling unit.

HSC. Therefore, in the event of any discrepancy between the Guidelines and the CalHome Regulations, the CalHome Regulations will govern.

Non-Discrimination Requirements

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach, and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits, or subjected to discrimination under the Program. The Fair Housing Lender logo will be placed on all outreach materials. All marketing materials will be published, and events will occur in English and Spanish.

Anti-Displacement Policy and Relocation Policy

It is not anticipated that the implementation of the Program will result in the displacement of any persons, households, or families. Tenant qualification requirements that are made a part of this program, will not be imposed on any existing tenants that are currently under any type of leasehold agreement at the time of Borrower's Program Application and participation, without limitation. If for any reason, tenant relocation becomes necessary, the owner Borrower will be required to carry out any relocation in compliance with all applicable State relocation laws.

II. Program Applicant Borrower Eligibility

1. The City's CalHome ADU Loan is available to homeowners whose income does not exceed 80% of the Area Median Income (AMI) adjusted by household size.
2. Housing Cost Ratio (which includes mortgage principal and interest, property taxes, mortgage insurance, homeowners insurance, and homeowner's association dues) shall not exceed 40% of monthly gross income. In all cases, the City will strive to ensure the homebuyers' housing ratios are lower than this maximum threshold.
3. Total Debt to Income Ratio (all misc. debts including but not limited to current mortgage, car notes, credit cards and support payments) shall be no greater than 45% unless compensating factors can be demonstrated.
4. Allowable Loan to Value Ratio: When combined with all other indebtedness secured by the property, may not exceed 100% of the pre-improvement value or 80% of the post-improvement value of the property, whichever is smaller. The post-improvement value shall be determined using recent comparable sales data for similar homes in proximity to the subject property. The Program's Borrower may also provide the City with a recently obtained (i.e., within 90 days) appraisal of the post-improvement value of the property if available. At the time of application, the after-improvement value cannot exceed the current median sales price, as published by the California Association of Realtors for the County of Monterey.
5. Credit Worthiness: A minimum credit score of 620 is necessary to qualify for the Loan. In the event the Applicant is not applying for a new first mortgage, second mortgage or home

equity line of credit ("HELOC"), the Applicant will be required to prove creditworthiness by a means acceptable to the City.

6. Applications demonstrating that the final building inspection will be approved by July 2024 will be prioritized.
7. The Borrower must be in the process for applying for a building permit, have a building permit issued or be an unpermitted ADU that can meet the construction timeline and standards.

III. Property Eligibility

The after-rehab value of a home assisted with the Loan cannot exceed 100% of the current median sales price of a single-family home for the County of Monterey, as published by the California Association of Realtors. The current medians sales price (April 2023) is \$775,000.

Seaside will permit the following properties to be eligible for the Loan:

1. A single-family home, attached or detached, whose lot is within a residential or mixed- use zoning district and includes one proposed or legally created dwelling; OR
2. A single-family home attached or detached that currently has a non-permitted detached building structure.

IV. Loan Terms, Amount, and Rate

All loans shall be made in the form of a deferred payment (interest and principal) loan. Interest will accrue from recordation of the Deed of Trust at a rate of 0%, with a balloon payment at the end of thirty (30) years.

The Loan is not assumable. Balance is immediately due and payable upon a change in occupancy.

The Borrower may voluntarily prepay all or any portion of the Loan at any time without penalty.

Eligible and Ineligible Costs

Eligible costs

- Cost of construction, reconstruction, repair, conversion or rehabilitation;
- Cost of structural modifications to the existing home necessary to accommodate an ADU cost of building permits and other related public agency fees, including all fees necessary to build and occupy an ADU;
- Cost of an appraisal, architectural, engineering, and other consultant services that are directly related to planning or construction;
- Non-recurring Loan closing costs.

Ineligible costs

A CalHome ADU Loan may not be used for the following activities:

- Cost of installing, replacing or renovating the Main Dwelling, except as directly connected to the ADU physically or functionally;
- Costs directly or indirectly related to the planning or construction of the ADU which have been or will be reimbursed through another resource, such as waived fees.

CalHome ADU Loan Payment Schedule

The total loan amount shall be divided into three distinct components with a not-to- exceed amount for each and in no case shall exceed the maximum loan amount of \$100,000:

1. 25% upon Roof and Shear (Structural) Inspection Approval
2. 25% upon Framing (rough trades) Inspection Approval
3. 15% upon Drywall Inspection Approval
4. 35% upon Final Inspection Approval

V. Program Application Process

Interested homeowners with eligible properties will attend an informational meeting to learn about the Program.

1. Eligible/Interested homeowners will complete a program application to determine program and property eligibility.
2. The City will review complete applications in the order they are received.
3. The City will determine preliminary program (Section III) and property eligibility (Section IV).
4. The City will conduct a preliminary site assessment for properties that meet the minimum standards.
5. The City Staff makes determination of qualifications.
6. The City will issue final approval once the program and property site eligibility can be determined.

Borrower Application

All applicants will be required to submit the following to apply for the Program:

- Program application including all current debt liabilities.
- Valid form of identification
- Most recent property tax bill
- Recent utility bill
- 2 Years Federal 1040 tax documents
- Current mortgage statement(s)
- Income and asset documentation
- Proof of financial capacity (preapproval letter from lender or proof of funds)
- Work Write up and Bid Package from Selected General Contractor
- Provide City access to a Site Evaluation
- A Real Property Inspection Disclosure Report from the City
- Cost Estimate/Proposal with estimated completion date from Contractor
- Any other necessary item to determine site feasibility as required by City.

Representations

Any subsequent discovery by the City of fraudulent or untruthful representations by an applicant either in the original application process or during the program qualification process will disqualify the applicant from receiving program funds.

Program Approval

The City Manager and Seaside Loan Committee will be responsible for issuing final approvals for all ADU loans.

VI. Construction Process

Construction Requirements

Construction must be completed by July 2024.

The ADU shall be constructed pursuant to the terms of the City's ADU Guide, Ordinance #, Program Documents, and comply with all applicable laws, regulations, and rules of all governmental agencies having jurisdiction.

The Borrower shall be responsible for securing or causing to be secured all permits, licenses and approvals which may be required by the City having jurisdiction over the Borrower's property and ADU construction.

Nothing in these Guidelines shall represent, warrant, or guarantee that the City shall approve any permits, applications, plans, drawings, or other documents or submittals for the Project and homeowner assumes the risk thereof.

Contractor Selection

Upon the Borrower's selection of a contractor, the Borrower shall execute a construction contract directly with the contractor using standard documents substantially in a form approved by the City and in compliance with the CalHome Standard.

The selected contractor must be actively licensed by and bonded with the California State Licensing Board (CSLB). The contractor must have insurance in accordance with City- required limits, listing the Property address and naming the City and the Borrower as additional insured.

The construction contract shall include a start and completion date (If possible, framing must be complete by December 2023), payment schedule, and a clause that specifies that any extra work must be agreed to in writing and approved by City and Borrower. The construction contract shall also specify that construction may not commence until the City issues a Notice to Proceed. This contract shall be executed concurrently with the Program Documents.

Pre-Construction Conference

Prior to the start of construction of the ADU, the City or its designee shall lead a pre-construction conference with the Borrower, the selected contractor, and any sub-contractors to develop a construction schedule, select materials, and review the terms of the contract.

Notice to Proceed/Permission to Proceed (Permit)

No construction on the ADU may commence until the City has issued the Notice to Proceed.

Work Inspections

The City shall inspect any work performed under the Program to ensure the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, any applicable construction contract, and the CalHome Standard Agreement with the Department of Housing and Community Development. All work found by such inspections not conforming to the applicable requirements shall be corrected, and payment withheld to the contractor or subcontractor until it is so corrected.

Additional inspections may occur at other times in the construction process as deemed appropriate by the City and with authorization of the Borrower. Additional inspections include:

1. Under slab plumbing
2. Foundation and setbacks
3. Floor nailing (two-story structures)
4. Roof sheathing and shear wall (structural)
5. Framing – (rough trades) electrical, mechanical, plumbing, stucco lath/siding, Title 24 energy envelope (weather protection)
6. Insulation
7. Drywall nailing and gas pressure test
8. Shower pan liner
9. Final – electric and gas meters

Pre-Closing Assessment

Prior to the closing of the Loan, the City shall complete an assessment of the Property which includes pre-design plans, cost estimates, and financing options. During this time, the City shall assist the Borrower and Contractor to finalize a Scope of Work based on this assessment and facilitate communication with potential contractors.

VII. Closing Process

Loan Funding Requirements

Borrowers will be required to comply with the following requirements prior to the funding of a CalHome loan.

- Borrower shall provide the City evidence in such form as required by the City that sufficient funds are available and committed to cover the additional costs Work Write up and Bid Package from Selected General Contractor

- Proof selected General Contractor is licensed by the Contractors' State License Board and that they maintain Workers' Compensation and Employer Liability insurance to the extent required by State law.
- Initial Real Property Inspection Disclosure Report (existing unpermitted ADU's) or Site Inspection Report from the City.
- The Executed Construction Contract will include provisions that work will be performed in accordance with all local and state laws and shall further be conditioned that all work will be performed in a professional manner.
- Verification the City is listed as a loss payee on the Borrower's hazard insurance policy.
- Program Summary/Affidavit with Escrow Instructions signed by Borrower.

Title Requirements

All persons whose names are on title shall have established credit for their incomes to be counted towards the gross household income for determining borrower qualifying ratios. However, the City will count all income earned by all household members (in accordance with CalHome Regulations) even if a member does not have established credit when establishing income eligibility.

Insurance

The Borrower must show evidence of property insurance, including fire and flood insurance if applicable, which must be maintained during the life of the Loan. The City must be named as loss payee in first position or additional insured if the Loan is a junior lien.

The Borrower must have sufficient insurance to cover the amount of the Loan and all senior liens, up to the full value of the ADU post- construction. The City must be named on the policy as mortgagee/loss payee for the full term of the Loan. Coverage deficiencies must be corrected as a condition of Loan approval.

Program Documents

Upon approval of the Loan, the Borrower will be required to sign all required program documents, including a Use Agreement for the ADU, and the Loan shall be evidenced by a Promissory Note, the repayment of which is secured by Deed of Trust. These documents shall include provisions necessary to ensure that the Property being assisted with Loan funds are following all Program Guidelines.

Upon expiration of the three-day rescission period, the Loan Agreement, the Deed of Trust, Use Agreement, and Request for Notice of Default shall be recorded against the Property, and the title company selected by the City shall issue a lender's policy of title insurance for the benefit of the City insuring the City's lien.

All applicable documents shall be executed and recorded prior to disbursement of Loan funds.

All Borrower funds must be deposited into escrow at closing of the CalHome ADU Loan. The Program closing package will include the following documents:

1. Owner/Contractor Contract
2. Program Affidavit signed by the Borrower
3. TRID Lending Disclosure Statement
4. Loan Agreement
5. Promissory Note
6. Deed of Trust (recorded)
7. Use Agreement for ADU Rental Unit (recorded)
8. Request for Notice of Default
9. Notice of Right to Cancel (three-day rescission option)
10. Evidence of Hazard Insurance naming City as loss payee
11. Evidence of flood insurance
12. Commitment for issuance of a lender's title insurance policy for the benefit of City
13. Settlement statement
14. ALTA Policy for CalHome Loan
15. Escrow Instructions

Closings and Record Retention

Supervision: Closings shall be supervised by a title company who shall secure the property, examine documents and hold the deed in escrow until all of the terms of Borrower are met.

Pre-Closing and Closing Disclosures: All appropriate steps shall be taken to ensure that the Borrower has received and has the reasonable opportunity to understand all relevant information describing the sale and financing of the housing unit, including without limitation, ensuring that the affiliate satisfies all pre-closing and closing disclosure requirements by applicable laws.

Record Retention: All records shall be maintained in accordance with the City's Record Retention Policy, adopted by Resolution 14-21.

VIII. Ownership Requirements and Guidelines

Annual Monitoring

The Borrower will participate in an Annual Monitoring Process with the City as further described in Attachment F.

Owner Occupancy

All household members on title must live in the main home or ADU 10 out of the 12 months in a year. Defaulting in the ownership occupancy requirement may result in foreclosure of the Loan and the Borrower will be obligated to pay the City the collected rental proceeds.

Tenancy

The City will require, for the life of the Loan, that the Borrower rent the ADU to a household

whose gross income does not exceed 80% AMI, for an affordable rent, on a term of at least one year. Short-term rentals are not permitted.

The City will complete tenant income verification at the start of any new lease agreement **and annually.**

Commented [TMG1]: City Policy - check with attorney for RHNA, does the tenant need to be monitored annually?

Affordable Rent

Affordable rent means that, including a reasonable utility allowance, rent shall not exceed 30 percent of the area median income adjusted for family size appropriate for the unit.

Title Transfers

The Loan balance is immediately due and payable upon change in title, occupancy, or use. Changes in title, occupancy, or use include, but are not limited to, the following:

- The sale of the main dwelling.
- Conversion of any units on the property from owner-occupied to rental.
- Conversion of the property to fully non-residential use.
- **Transfer of the property through inheritance.**

Exceptions to the change in occupancy may include additions of family members to the title as part of estate planning, or partial conversion of property to non-residential use, e.g., if the residence is used for business but the household still resides on the property. Any of these City approved changes in title or occupancy must be in keeping with the objective of benefit to Lower Income households, as applicable.

There are some limited circumstances under which the Loan may be transferable. *Transfer* means any sale, assignment or transfer, voluntary or involuntary, of any interest in either the main dwelling or the ADU, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, an interest evidenced by a land contract by which possession of the property is transferred and Borrower retains title, or a deed of trust.

With City approval, the following transfers may not result in the Loan becoming due and payable:

- Transfer to a spouse or domestic partner;
- Addition of spouse or domestic partner to title where the spouse or domestic partner becomes the co-owner of the main dwelling;
- Transfer between spouses as part of a marriage dissolution proceeding;
- Transfer to spouse or domestic partner following death of the Borrower;
- Transfer via an inter vivos trust in which the Borrower is the beneficiary;
- Refinance of the first loan, provided Borrower follows all requirements.

In all cases where there is a change in title, occupancy, or use, the Borrower must notify the City.

Requests for Refinance/Subordination

If the Borrower wishes to refinance an existing senior lien, they must request a subordination by the City. The City will only subordinate its loan when there is no "cash out" as part of the refinance and places the Borrower in a more favorable position. "Cash out" means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt pay offs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the Borrower with a lower interest rate and the total indebtedness on the property should not exceed the current market value.

The term of the new senior lien must be at least for the period remaining on the Loan and must mature concurrently with, or after, the CalHome lien. The new loan must be amortized for the entire period of the loan. Negative amortization, balloon payments, or changes in payments are not allowed.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the City for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the City.

Refinance/Subordination Requests must be made to the City in advance.

Attachment A: Monterey County Area Median Income

Number of Persons in Household:		1	2	3	4	5	6	7	8
Monterey County Area Median Income: \$81,600	Acutely Low	8600	9800	11050	12250	13250	14200	15200	16150
	Extremely Low	21350	24400	27450	30500	32950	35580	40120	44660
	Very Low Income	35600	40700	45800	50850	54950	59000	63100	67150
	Low Income	56950	65100	73250	81350	87900	94400	100900	107400
	Median Income	57100	65300	73450	81600	88150	94650	101200	107700
	Moderate Income	68550	78300	88100	97900	105750	113550	121400	129250

Attachment B: Household Income Eligibility and Determination – Borrowers & Tenants

Eligibility will be determined using the guidance of Section 7720 further described as follows:

Eligible Households To be eligible to receive a Program Loan/rent a Program ADU, an individual household shall:

- be a Lower-Income Household (80% and below), when considering the Annual Income of all Household residents 18 years old or older. When calculating income eligibility, Applicants shall refer to Chapter Three of the Income Calculation and Determination Guide for Federal Programs. For Shared Housing Match services, where the provider is elderly, the income of non-occupying children who are on title will not be counted;
- for Shared Housing Match services, where the provider is elderly, the income of non-occupying children who are on title will not be counted;
- include as Borrowers on the CalHome program promissory note all persons who will be or are on title to the property; and be an owner-occupant and intend to continue occupying the home as a principal place of residence.

Gross Household Income will be determined according to California Code of Regulations, Title 25, Section 6914, which is included below. All household occupants of 18 years or older will be included in the income qualifications calculations.

CalHome Gross Income Worksheets will be used to calculate gross income.

Household size will not include foster children, unborn children and children being pursued for custody or adoption who do not currently live in the home. Household size will include joint custody children who reside in the home 50% or more of the year.

Future income will be determined using a snapshot of current gross income and projected for 12 months. Exceptions to the projection of future income based on current income will be made according to valid documentation that the current income will change.

Income verification will be performed according to Seaside procedures and policies.

Assets in excess of \$5,000 will be included in gross income as the greater of:

- Income derived from all net household assets, or
- 2.5% (passbook rate) of the value of such assets.
- Assets shall be defined as the value of real property (other than the full-time residence), savings, accounts, stocks, bonds or any other form of capital investment. An asset does not include furniture or cars.
- Assets are only significant to the Seaside CalHome Program in the determination of income qualification.

CCR, Title 25, § 6914. Gross Income

"Gross income" shall mean the anticipated income of a person or family for the twelve-month period following the date of determination of income. If the circumstances are such that it is not reasonably feasible to anticipate a level of income over a twelve-month period, a shorter period may be used subject to a re-determination at the end of such a period. "Income" shall consist of the following:

(a) Except as provided in subdivision (b), all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family.

Income shall include, but not be limited to:

- The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;
- The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);
- Interest and dividends;
- The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see subdivision (b)(3)).
- Public Assistance. If the public assistance payment includes an amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:
 - The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus
 - The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities,
- Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
- All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse (but see subdivision (b)(5)).
- Where a family has net family assets in excess of \$5,000, income shall include the actual amount of income, if any, derived from all of the net family assets or 10 percent of the value of all such assets, whichever is greater. For purposes of this section, net family assets means value of equity in real property other than the household's full-time residence, savings, stocks, bonds, and other forms of capital investment. The value of necessary items such as furniture and automobiles shall be excluded.

(b) The following items shall not be considered as income:

- Casual, sporadic or irregular gifts;
- Amounts which are specifically for or in reimbursement of the cost of medical expenses;

- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- Amounts of educational Scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such Scholarships, or payments to veterans not used for the above purposes of which are available for subsistence are to be included in income.
- The special pay to a serviceman head of a family away from home and exposed to hostile fire;
- Relocation payments made pursuant to federal, state, or local relocation law;
- Foster childcare payments;
- The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is in excess of the amount actually charged the eligible household;
- Payments received pursuant to participation in the following volunteer programs under the ACTION Agency:
 - National Volunteer Antipoverty Programs which include VISTA, Service-Learning Programs and Special Volunteer Programs.
 - National Older American Volunteer Programs for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

Attachment C: Ability to Repay Policy

Purpose: The purpose of this policy is to determine, in good faith, that each homebuyer has the reasonable ability to repay a mortgage loan originated by the City. ~~or by a third-party lender.~~

Policy: In order to determine what constitutes a reliable mortgage, and in keeping with best business practices, the City of Seaside and its loan servicer AmeriNat, in its underwriting process, shall follow the City's ability-to-repay ("ATR") rule. The ATR rule minimum requirements for determining an applicant's ability to repay, are as follows:

- Current or reasonably expected income or assets.
- Current employment status.
- The monthly payment on the covered transaction.
- The monthly payment on any simultaneous loan.
- The monthly payment for mortgage-related obligations.
- Current debt obligations, alimony, and child support.
- Credit history.
- Industry standard monthly debt-to-income ratios or residual income;

Front-End Ratio. The initial monthly payment under the first mortgage may not exceed 40% of the applicant's gross income. Included in the monthly payment amount are principal and interest, impound payments for taxes, insurance and other obligations and other regular recurring payments, such as monthly Homeowner Associations (HOA) dues.

Back-End or Debt to Income Ratio (DTI). The DTI upon The City's origination of each mortgage loan may not exceed 43%. DTI is the ratio that compares the total of all monthly debt payments that are expected to take more than 10 months to pay off to gross monthly income of the applicant. The City can extend the DTI to 48% if the applicant family meets the HUD residual income requirements on a mortgage term of no more than 30 years.

Attachment E: CalHome Reuse Plan

The City of Seaside Accounting Department will establish a segregated CalHome Account separated from all other sources of funds. The Housing Department will receive regular updates for the Reuse account and will incorporate a tracking system to ensure that subsequent reuse of funds are for activities described below.

- A. The Reuse Account will be subject to standard auditing by independent auditors.
- B. The Account will be set up to generate reports detailing funds deposited into the account, accrued interest on the account and use of funds re-used from the account.
- C. Funds in the Reuse Account will be readily available for processing of new loans or other uses as outlined below.
- D. Uses of Funds
 - a. Funds in the Reuse Account shall only be used for the following:
 - b. Loans to individual homeowners as allowed pursuant to CalHome regulations.
- E. Loan processing fees in accordance with CalHome Program requirements. These fees will not be charged to the CalHome buyers. Up to 10 % of the funds will be used to offset the costs of loan servicing.

Attachment F: Annual Monitoring and Loan Servicing Policies and Procedures

Annual Occupancy Monitoring

Borrowers are required to recertify annually that they are the residents of the main house or ADU and are owners of both. Owner occupancy will be verified through utility bills or similar documentation as requested by the City.

Annual Landlord and Tenant Monitoring

The Borrower must submit documentation acceptable to the City establishing that the household occupying the rental is income-eligible to reside in the unit and the monthly rent charged meets affordability requirements.

Annual Review of Hazard and Flood Insurance

The City will require the applicant to maintain property insurance, including fire and flood if applicable, during the life of the Loan. The requirements are as follows:

- Applicant must maintain insurance on the property in an amount at least equal to the replacement value of the Loan. Hazard/Fire Insurance is required if property is located in a FEMA designated Special Flood Hazard Area; and
- City must be named as an additional loss payee (Second Loss Payee/Second Mortgagee) on the policy.
- The mortgagee clause for the City is the name and address of the company and the corresponding loan number.

For example: City of Seaside, Its Successors or Assignees
 440 Harcourt Avenue
 Seaside, CA 93955

At its sole discretion, the City may elect to require an impound account for hazard and/or flood insurance.

Timely Payment of Property Taxes and Assessments

Property taxes must be kept current during the term of the loan. Failure to pay property taxes on a timely basis may constitute an event of default. If the borrower fails to maintain payment of property taxes, the City may obtain a judgment for any amounts expended by the City and record a judgment lien against the property; or the City may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. At its sole discretion, the City may elect to require an impound account for property taxes.

Accounting for Repayment of Loans

The Loan shall be deferred payment. The City will accept voluntary payments on the Loan. Loan payments will be applied to accrued interest first and then to principal. The borrower may repay the loan balance at any time with no penalty.

The Program Loan is not assumable. Loans are due upon circumstances that include sale, lease, transfer or failure of the borrower to occupy the property as their Primary Residence, as more thoroughly described in the City's promissory note. Transfer of interest exceptions which do not require repayment are described in the City's promissory note.

However, if it is determined by the City that repayment of the Loan at the maturity date causes a hardship to the borrower, the City may consider two options stated below:

1. Amending the note and deed of trust to defer repayment of the amount due at loan maturity, that is the original principal and the accrued interest, for up to an additional 30 years (at 0% additional interest), this may be offered one time, or;
2. Converting the debt at loan maturity, that is the original principal balance and any accrued interest, to an amortized loan, repayable in 15 years at 0% additional interest.

Properly Calculating Payoffs

Payoff amounts are determined by the amount of the original loan plus any accrued interest minus payments received toward the Loan, if any. Although payments on the Loan are deferred, borrowers may opt to make voluntary payments to lower the balance of the loan. Any payments received are applied first to accrued interest, then toward the principal.

Processing Demands

Requests for payoff demands should be addressed to the City. When the City receives a demand letter from a borrower or a borrower's representative, such as a title company, lender or legal representative, the City will calculate the payoff amount in accordance with the provisions of the loan documents. The City will issue a written payoff demand, including a daily

calculation of interest and any other amounts due, depending on the terms of the Promissory Note.

Attachment G: Rental Guidelines

Landlord, Tenant, City Roles and Responsibilities

Program Borrower Landlords are responsible for ensuring their tenants meet their lease criteria (e.g., credit score, eviction history, pets, number of people in the household, references, etc.) before the City verifies their tenant's program eligibility.

The City does not rent or lease ADUs directly to tenants or credit check tenants on behalf of Program Borrowers who are the Landlords. The City is not a Landlord or Property Manager.

The City will coordinate with Program Borrower Landlords to confirm their selected tenants meet the Program income requirements before a lease is signed.

Lease Agreements

Lease Agreements are required with a City of Seaside Inclusionary Addendum that states lease terms are contingent upon tenant meeting annual income requirements.

Affordable Rent Rate

The City will annually publish Affordable Rent Rates upon HCD's release of annual Area Median Incomes. The City will annually verify Borrower Landlords are collecting no more than the Affordable Rent Rate by collecting copies of leases and Rent Roles.

Annual Tenant Income Certification

The City will annually verify tenants meet income requirements. The City will discuss with each Borrower Landlord and tenant a cure should it be determined that the tenant exceeds maximum income requirements.