



***AMENDED A G E N D A**

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

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, May 18, 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.

*Amendments shown in red.

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.

A. FIREWORKS ENFORCEMENT UPDATE (POLICE CHIEF NICHOLAS BORGES)

7. PRESENTATIONS

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

B. GENERAL PLAN 2040 PROGRESS REPORT (ECONOMIC DEVELOPMENT AND COMMUNITY PLANNING MANAGER, ANDREW MYRICK & HOUSING PROGRAM MANAGER ALEXIA RAPOPORT)

C. CONCEPT REVIEW FOR FREMONT CENTER MEDIANS (NISHA PATEL, PUBLIC WORK DIRECTOR/ CITY ENGINEER)

D. HUMAN RESOURCES UPDATE (SAMANTHA SAKHRANI, HUMAN RESOURCES ANALYST)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM APRIL 20, 2023

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. ACCEPT AND FILE THE CASH AND INVESTMENTS REPORT FOR THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE QUARTER ENDING MARCH 31, 2023

RECOMMENDATION: Accept and file the City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside Cash and Investment Report for the quarter ending March 31, 2023.

C. APPROVE PROCLAMATION DECLARING MAY 21 - 27, 2023, AS "NATIONAL PUBLIC WORKS WEEK" IN THE CITY OF SEASIDE

RECOMMENDATION: Recognition of National Public Works Week in the City of Seaside

D. APPROVE A FEE WAIVER FROM THE "RECOGNIZING MILITARY SERVICE CENTER" FOR THE USE OF THE LAGUNA GRANDE HALL FOR THEIR BLACK HISTORY IS AMERICAN HISTORY EVENT ON FEBRUARY 03, 2024

RECOMMENDATION: Approve the fee waiver request from the Recognizing Military Service Center (RMSC) for the use of Laguna Grande Hall to hold their Black History is American History in the amount of \$393.75, the organization will provide the City with the non-refundable portion of the deposit of \$98.25.

E. APPROVE A FEE WAIVER REQUEST FROM NARCOTICS ANONYMOUS FOR THE USE OF LAGUNA GRANDE HALL FOR A WOMEN'S BRUNCH ON JANUARY 27, 2024

RECOMMENDATION: Approve the fee waiver request from Narcotics Anonymous for the use of Laguna Grande Hall and Kitchen to hold their Women's Brunch in the amount of \$562.50, with the organization providing the City with the non-refundable portion of the deposit of \$98.25.

F. APPROVE THE NON-PROFIT VENDOR LIST AND LOCATIONS FOR THE SALE OF SAFE AND SANE FIREWORKS IN THE CITY OF SEASIDE FROM JUNE 28 - JULY 5 BY MONTEREY BAY CHRISTIAN CENTER, SEASIDE AQUATIC CLUB INC., WORLD OUTREACH SERVICES INC., MONTEREY CONDORS CLUB, THE VILLAGE PROJECT AND IGLESIA VIDA CAMINO

VERDAD OF THE ASSEMBLIES OF GOD

RECOMMENDATION: Approve the non-profit vendor list and locations for the sale of safe and sane fireworks in the City of Seaside from June 28-July 5.

G. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A USE AGREEMENT WITH THE SEASIDE AQUATICS CLUB FOR A FIREWORKS BOOTH ON A CITY-OWNED PARKING LOT LOCATED AT 490 BROADWAY AVENUE

RECOMMENDATION: Approve the request and authorize the City Manager to execute a Use Agreement with the Seaside Aquatics Club in accordance with the draft resolution.

H. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A USE AGREEMENT WITH THE VILLAGE PROJECT INC. FOR A FIREWORKS BOOTH ON A CITY-OWNED PROPERTY LOCATED AT 1271 CANYON DEL REY BOULEVARD

RECOMMENDATION: Approve the request and authorize the City Manager to execute a Use Agreement with The Village Project Inc. in accordance with the draft resolution.

I. ADOPT A RESOLUTION APPROVING CLASSIFICATION ADJUSTMENTS FOR THE POSITION OF ASSISTANT PUBLIC WORKS DIRECTOR

RECOMMENDATION: Adopt a resolution approving classification adjustments to the Assistant Public Works Director position.

J. ADOPT A RESOLUTION APPROVING THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC) AGREEMENT FOR THE ALLOCATION OF FUNDING AS APPROVED BY THE TAMC BOARD OF DIRECTORS

RECOMMENDATION: Adopt a resolution approving an agreement between the Transportation Agency for Monterey County (TAMC) and the City of Seaside for the allocation of funding as approved by the Transportation Agency Board of Directors.

K. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE DEL MONTE MANOR STORM DRAIN IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED \$11,040.00, AND APPROPRIATING \$11,040.00 FROM THE GENERAL FUND TO THE PROJECT BUDGET

RECOMMENDATION: Adopt a resolution authorizing an Amendment No. 3 to the Professional Services Agreement with Wallace Group to perform construction management and inspection services for the Del Monte Manor Storm Drain Improvements Project for an amount not to exceed \$11,040.00, resulting in a total

contract amount of \$86,798.00, and appropriating \$11,040.00 from the General Fund to the project budget.

L. ADOPT A RESOLUTION APPROVING THE ANNUAL REVIEW OF THE DEVELOPMENT AGREEMENT WITH KB-BAKEWELL SEASIDE VENTURE II, LLC FOR CAMPUS TOWN

RECOMMENDATION: Adopt a resolution finding that KB-Bakewell Seaside Venture II, LLC, is acting in good faith in compliance with the provisions of the Development Agreement

M. ADOPT A RESOLUTION AUTHORIZING THE CALIFORNIA COASTAL COMMISSION TO BE THE LEAD AGENCY FOR A CONSOLIDATED COASTAL DEVELOPMENT PERMIT APPLICATION FOR THE CALIFORNIA BROADBAND MIDDLE MILE NETWORK PROJECT

RECOMMENDATION: Adopt a resolution authorizing the California Coastal Commission to be the lead agency for a consolidated Coastal Development permit application.

N. ADOPT A RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR THE RECREATIONAL TRAILS PROGRAM IN THE AMOUNT OF \$1.6 MILLION DOLLARS WITH A 12% MATCH OF CITY FUNDS TO IMPLEMENT PROJECT UNDER THE RECREATIONAL TRAILS PROGRAM

RECOMMENDATION: Adopt a resolution to apply for grant funds from the Recreational Trails Program.

9. PUBLIC HEARING

A. ADOPT A RESOLUTION APPROVING A GENERAL PLAN AMENDMENT AND CONDUCT A FIRST READING OF AN ORDINANCE AMENDING THE ZONING MAP FOR THE PROPERTY LOCATED AT 1620 BROADWAY AVENUE (FIRST READING - ROLL CALL VOTE) (CEQA CLASS 32 EXEMPTION)

RECOMMENDATION: 1. Adopt a Resolution approving a General Plan Amendment; and
2. First Reading of an Ordinance approving a Zoning Map Amendment for 1620 Broadway Avenue.

10. BUSINESS ITEMS

A. REVIEW REQUEST FOR QUALIFICATIONS (RFQ) FOR CITY LOBBYIST.

RECOMMENDATION: Review and discuss Request for Qualifications (RFQ) for a City Lobbyist and provide feedback to staff on the next steps.

B. CONSIDER CO-SPONSORSHIP AND WAIVE ALL FEES RELATED TO PAUSE THE CALLS "KNOW YOUR RIGHTS" TRAINING AT SOPER FIELD COMMUNITY CENTER ON MAY 20, 2023

RECOMMENDATION: Consider approving the request from Pause The Calls to co-sponsor their "Know Your Rights" training at Soper Field Community Center on May 20, 2023 from 12:00 p.m. to 4:00 p.m. Approval of this item will result in a waiver of all fees in the approximate amount of \$613.00.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

1. CalFresh Program Participation (Oglesby)
2. Showing support for Monterey Bay Football Club wins (Miller)

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 54956.8

RECOMMENDATION: Property: A portion of APN 031-151-013 Approximately 5 acres of land generally bounded by Divarty to the North and Second Avenue to the East

Agency Negotiators: City Manager, et. al

Negotiating Parties: State of California and City of Seaside

Under Negotiation: Price, Terms of Payment, or Both

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

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

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

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
June 1, 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, May 4, 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

The invocation was delivered by Pastor Ronald Britt (Greater Victory Temple Church of God in Christ). The pledge was led by Council Member Alex Miller.

4. REVIEW OF AGENDA

City Manager Fontes advised the Council that at the request of staff, items 7D – Human Resources Update would be delayed to the next meeting on May 18, 2023; and item 9B – Council Discussion Regarding Youth Summer Employment Program Funding for Fiscal Year 2022-2023 was removed as the funding was allocated from the existing budget and is readily available for the recipients to utilize.

5. PUBLIC COMMENT

Dayana Bergman, Pastor Ronald Britt, Catherine Crockett, Dennis Alexander, Tanya Roos, Maria, Peter Kaiser, Christina, Kay Cline.

City Manager Fontes responded to public comment topics regarding small business assistance and promotion, and obtaining access to water that are suitable for the types of business that might occupy the vacant buildings.

Mayor/Chair Oglesby responded to public comment topics regarding military housing and the police enforcement which was clarified that the land is still in Federal Government territory, small business assistance and the challenges facing building owners as it relates to water limitations and their willingness to rent to vacant buildings.

6. PUBLIC AGENCY COMMUNICATIONS

None.

7. PRESENTATIONS

A. MAYOR'S KEY TO THE CITY AWARD (MAYOR IAN N. OGLESBY)

Mayor Oglesby read the proclamation honoring Carol Mikkelsen for her work and role in the founding of Friends of Seaside Parks Association and its role in the improvement, maintenance and accessibility of Seaside Parks.

Council Member Garcia-Arrazola presented a proclamation on behalf of District 30 Assembly Member Dawn Addis.

Ms. Mikkelsen had remarks and thanked all those that participate in the association and work to help maintain the parks.

B. 4th OF JULY OPERATIONAL PLAN (POLICE COMMANDER MATTHEW DOZA)

Commander Doza provided a presentation and reviewed the operational plan for 4th of July as it relates to fireworks enforcement, and its zero tolerance policy. The goal of the operational plan is safety of residents, visitors, and property from use of illegal fireworks.

Commander Doza responded to questions from the Council regarding county-wide fireworks collaboration, Spanish language translation and interpretation support, promotion of information/identification of illegal fireworks.

The Council asked that an update be provided at the May 18, 2023 Council meeting.

C. UPCOMING CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS (RECREATION SUPERVISOR, KEE HYON HIGGINS)

Mr. Higgins provided a presentation and reviewed the following upcoming events:

- Red Dress Day – May 6 – Oldemeyer Center
- Memorial Flag Event – May 6 – Seaside City Hall
- Wellness Event – May 7 – Oldemeyer Center
- Meet the (Race Car) Drivers – May 10 – Seaside Automall
- Monterey Peninsula Art Foundation Gallery – May 1-June 29 – Seaside City Hall
- Mother's Day Brunch – May 13 – Oldemeyer Center
- Summer & Fall Recreation registration – May 15 (residents), May 17 (non-residents)
- Community Meeting – May 17 – Oldemeyer Center
- International Festival – May 20 – City Hall Lawn
- Free smoke alarm installation – May 20 – Sonoma Ave, Fremont Blvd, Canyon Del Rey Blvd, and Charles Ave.
- Baseball & Softball Summer league – May 3 – gojrgiants.org
- Tree Giveaway – Seaside Residents – bit.ly/seasidefreetree23
- Community Survey for Seaside Parks & Recreation Master Plan – surveymonkey.com/r/Seasideparks
- Seaside Parks & Recreation Master Plan Open House – June 8 – Oldemeyer Center
- Farmer's Market – Projected for June 15 (Vendors wanted!) –

everyonesharvest.org

- Family & Community Support Program – (831) 899-6852
- Friends of Seaside Parks Association Park Clean Ups – May 6, 13, 20, 27
- Monterey Bay F.C. Home Games – May 5, 13, 20

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Twitter: @City_of_Seaside

**D. HUMAN RESOURCES UPDATE (HUMAN RESOURCES ANALYST,
SAMANTHA SAKHRANI)**

This item was moved to the May 18, 2023 City Council/Successor Agency meeting.

8. CONSENT AGENDA

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

RESULTS: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM APRIL 20, 2023

Action: Approved

B. APPROVE APPOINTMENT TO THE COMMUNITY SAFETY ADVISORY COMMISSION

Action: Appointed Alan Katz to the Community Safety Advisory Commission

C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL CHEERLEADING TEAM

Action: Approved

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

Action: Approved

E. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF DEL MONTE AVENUE TO THROUGH TRAFFIC FROM TIOGA AVENUE TO THE BEGINNING OF THE GRANITE ROCK BUILDING FOR THE CLASSIC PORSCHE EVENT ON AUGUST 14, 2023

Action: Adopted Reso #23-77

9. BUSINESS ITEMS

A. ADOPT A RESOLUTION ACCEPTING THE 2022 GENERAL PLAN ANNUAL PROGRESS REPORT AND AUTHORIZING SUBMITTAL OF THE REPORT TO THE TO THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH (OPR) AND THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)

Andy Myrick, Community & Economic Development Planning Manager presented the item and reviewed the annual report prepared for submittal to the OPR and HCD.

PUBLIC COMMENT: Dayana Bergman, 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 accepting the 2022 general plan annual progress report and authorizing submittal of the report to the OPR and HCD.

RESULTS: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

Action: Adopted Reso #23-78

B. COUNCIL DISCUSSION REGARDING YOUTH SUMMER EMPLOYMENT PROGRAM FUNDING FOR FISCAL YEAR 2022-2023 (OGLESBY)

This item was removed from the agenda during Item 4 - Review of Agenda.

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

Asked that City collaborate and show support for Monterey Bay Union F.C after wins with lighting of City Hall or a hanging of a flag (Miller).

B. FOLLOW UP ON PREVIOUS REQUESTS

City Manager Fontes informed the Council that he would follow up at a future meeting regarding improving resident's participation in the CalFresh program and a plan for a lobbyist.

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

Reports provided.

12. CLOSED SESSION

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

**A. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT
CODE 54956.9 - EXISTING LITIGATION**

Committee for Sound Water and Land Development v. City of Seaside, et al.
Monterey County Superior Court
Case No. 20CV002326

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

13. ADJOURNMENT

With no further business, the meeting was adjourned at 7:22 p.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: Jessica Riley, Assistant Finance Director

DATE: May 18, 2023

**SUBJECT: ACCEPT AND FILE THE CASH AND INVESTMENTS REPORT FOR
THE CITY OF SEASIDE AND THE SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE CITY OF SEASIDE FOR THE
QUARTER ENDING MARCH 31, 2023**

RECOMMENDATION

Accept and file the City of Seaside and the Successor Agency to the Redevelopment Agency of the City of Seaside Cash and Investment Report for the quarter ending March 31, 2023.

BACKGROUND

Section 53646 of the California State Government code requires the fiscal officer to prepare a quarterly report detailing the City's and the Agency's cash and investments. The City of Seaside's and the Successor Agency's Investment Policy requires a quarterly report. This report covers the Fiscal Year 2022-2023 2nd quarter beginning January 1, 2023, and ending March 31, 2023.

The March 31, 2023 report shows that approximately 99.6% of the portfolio is City of Seaside funds and 0.4% is Successor Agency Funds. 42% of the funds are invested in the Local Agency Investment Fund with the State of California.

FISCAL IMPACT

None.

ATTACHMENTS

1. LAIF Program Description
-

2. LAIF Quarterly Apportionment Rates
 3. PMIA Performance Report 20230331
 4. Quarterly Investment Exhibits - 3Q quarter ended 3-31-23
-

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, with a long horizontal stroke extending to the right.

Jaime M. Fontes, City Manager



LOCAL AGENCY INVESTMENT FUND

Program Description

The Local Agency Investment Fund (LAIF), a voluntary program created by statute, began in 1977 as an investment alternative for California's local governments and special districts and it continues today under Treasurer Fiona Ma's administration. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code.

This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office professional investment staff at no additional cost to the taxpayer.

The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1955 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The Board consists of five members as designated by statute. The State Treasurer, as Chair, or her designated representative, appoints two members qualified by training and experience in the field of investment or finance, and two members who are treasurers, finance or fiscal officers or business managers employed by any county, city or local district or municipal corporation of this state. The term of each appointment is two years or at the pleasure of the Treasurer.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market and a market valuation is conducted monthly.

Additionally, the PMIA has Policies, Goals and Objectives for the portfolio to make certain that our goals of Safety, Liquidity and Yield are not jeopardized and that prudent management prevails. These policies are formulated by Investment Division staff and reviewed by both the PMIB and the LIAB on an annual basis.

The State Treasurer's Office is audited by the Bureau of State Audits on an annual basis and the resulting opinion is posted to the State Treasurer's Office website following its publication. The Bureau of State Audits also has a continuing audit process throughout the year. All investments and LAIF claims are audited on a daily basis by the State Controller's Office as well as an internal audit process.

Under Federal Law, the State of California cannot declare bankruptcy, thereby allowing the Government Code Section 16429.3 to stand. This Section states that "moneys placed with the Treasurer for deposit in the LAIF by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following: (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency."

During the 2002 legislative session, California Government Code Section 16429.4 was added to the LAIF's enabling legislation. This Section states that "the right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the LAIF, upon demand, may not be altered, impaired, or denied in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year."

The LAIF has grown from 293 participants and \$468 million in 1977 to 2,362 participants and \$26.7 billion at the end of December 2019.



LOCAL AGENCY INVESTMENT FUND

Quarterly Apportionment Rates

	March	June	September	December
1977	5.68	5.78	5.84	6.45
1978	6.97	7.35	7.86	8.32
1979	8.81	9.10	9.26	10.06
1980	11.11	11.54	10.01	10.47
1981	11.23	11.68	12.40	11.91
1982	11.82	11.99	11.74	10.71
1983	9.87	9.64	10.04	10.18
1984	10.32	10.88	11.53	11.41
1985	10.32	9.98	9.54	9.43
1986	9.09	8.39	7.81	7.48
1987	7.24	7.21	7.54	7.97
1988	8.01	7.87	8.20	8.45
1989	8.76	9.13	8.87	8.68
1990	8.52	8.50	8.39	8.27
1991	7.97	7.38	7.00	6.52
1992	5.87	5.45	4.97	4.67
1993	4.64	4.51	4.44	4.36
1994	4.25	4.45	4.96	5.37
1995	5.76	5.98	5.89	5.76
1996	5.62	5.52	5.57	5.58
1997	5.56	5.63	5.68	5.71
1998	5.70	5.66	5.64	5.46
1999	5.19	5.08	5.21	5.49
2000	5.80	6.18	6.47	6.52
2001	6.16	5.32	4.47	3.52
2002	2.96	2.75	2.63	2.31
2003	1.98	1.77	1.63	1.56
2004	1.47	1.44	1.67	2.00
2005	2.38	2.85	3.18	3.63
2006	4.03	4.53	4.93	5.11
2007	5.17	5.23	5.24	4.96
2008	4.18	3.11	2.77	2.54
2009	1.91	1.51	0.90	0.60
2010	0.56	0.56	0.51	0.46
2011	0.51	0.48	0.38	0.38
2012	0.38	0.36	0.35	0.32
2013	0.28	0.24	0.26	0.26
2014	0.23	0.22	0.24	0.25
2015	0.26	0.28	0.32	0.37
2016	0.46	0.55	0.60	0.68
2017	0.78	0.92	1.07	1.20

	March	June	September	December
2018	1.51	1.90	2.16	2.40
2019	2.55	2.57	2.45	2.29
2020	2.03	1.47*	0.84	0.63
2021	0.44	0.33	0.24	0.23
2022	0.32	0.75	1.35	2.07
2023	2.74			

*Revised 7/21/2020 per State Controller's Office



PMIA/LAIF Performance Report as of 04/19/23



PMIA Average Monthly Effective Yields⁽¹⁾

March	2.831
February	2.624
January	2.425

Quarterly Performance Quarter Ended 03/31/23

LAIF Apportionment Rate ⁽²⁾ :	2.74
LAIF Earnings Ratio ⁽²⁾ :	0.00007493902135155
LAIF Fair Value Factor ⁽¹⁾ :	0.986510329
PMIA Daily ⁽¹⁾ :	2.87
PMIA Quarter to Date ⁽¹⁾ :	2.63
PMIA Average Life ⁽¹⁾ :	275

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 03/31/23 \$191.2 billion

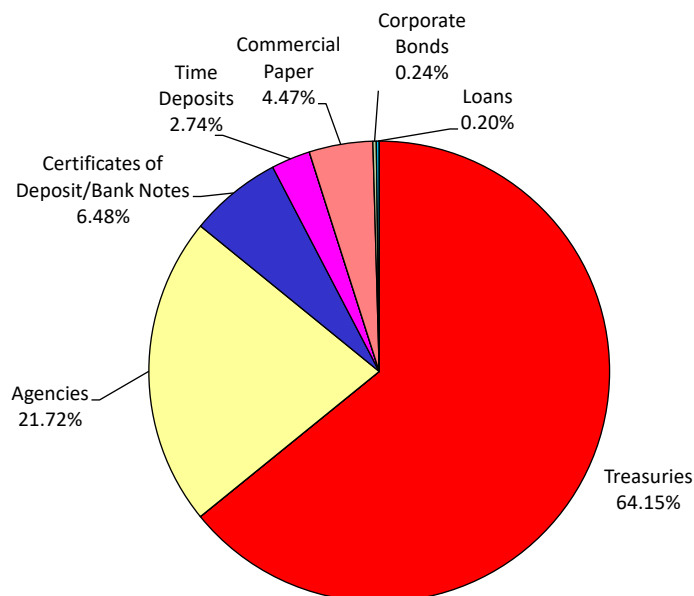


Chart does not include \$3,085,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
SUMMARY OF POOLED CASH AND INVESTMENTS
AS OF March 31, 2023**

DESCRIPTION	INSTITUTION	VALUATION	AMOUNT
LAIF - City Funds	State Treasurer	Market	\$ 23,855,938.48
General Checking	Bank of West	Market	\$ 19,643,917.91
Money Market	Bank of West	Market	\$ 6,721,443.70
2022 Lease Escrow Account	Webster Bank	Market	\$ 33,551.02
PARS Retirement Account	US Bank	Market	\$ 22,407.85
PARS 115 Trust	PARS	Market	\$ 3,045,649.88
York Tail Claims	Bank of America	Market	\$ 29,809.20
Bond 2018 Cutino Reserve account	US Bank	Market	\$ 1,028,745.53
Bond 2018 Measure X Reserve account	US Bank	Market	\$ 1,238,875.95
Bond 2014 Reserve account	US Bank	Market	\$ 82.43
Bond 2006 Reserve & Installment accounts	US Bank	Market	\$ 339,562.51
Pension Obligation Bond Program Reserve account	Wells Fargo Bank	Market	\$ 776,575.11
	Total		\$ 56,736,559.57

I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's and the Agency's anticipated expenditure requirements for the next six months.
(California Code Section 53646)

Investments in this report meet the requirements of the City of Seaside's and the Successor Agency's Investment Policy.

Respectfully submitted,

Jaime Fontes
City Manager

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
SUMMARY OF POOLED CASH AND INVESTMENTS
AS OF MARACH 31, 2023**

	Yield	Book Value	% of Total	Market Value
<u>Investments</u>				
State Treasurer LAIF - City Account	1.05%	23,855,938.48	41.74%	23,855,938.48
<u>Checking Account</u>				
Bank of West - General Checking	0.00%	19,643,917.91	34.37%	19,643,917.91
Bank of West - Money Market	0.60%	6,721,443.70	11.76%	6,721,443.70
Webster Bank - 2022 Lease	0.11%	455,926.45	0.80%	33,551.02
PARS Retirement Account	1.63%	22,407.85	0.04%	22,407.85
PARS 115 Trust	3.42%	3,045,649.88	5.33%	3,045,649.88
Bank of America-York Checking	0.00%	29,809.20	0.05%	29,809.20
<u>US Bank - Cutino Revenue 2018 Bonds</u>				
Installment Payment, Reserve	0.00%	1,028,745.53	1.80%	1,028,745.53
<u>US Bank - Measure X Revenue 2018 Bonds</u>				
Installment Payment, Reserve	0.00%	1,238,875.95	2.17%	1,238,875.95
<u>US Bank - Redevelopment Agency Merged Area Refunding 2014 Bonds</u>				
Installment Payment, Reserve	1.10%	82.43	0.00%	82.43
<u>US Bank - Golf Course 2006 Bonds</u>				
Installment Payment, Reserve	0.00%	339,562.51	0.59%	339,562.51
<u>US Bank - PNC Equipment Lease Escrow Account</u>	0.00%	-	0.00%	-
<u>Wells Fargo Bank</u>				
Pension Obligation Bond Program Reserve Account	1.88%	776,575.11	1.36%	776,575.11
Total Cash and Investments		57,158,935.00	100.00%	56,736,559.57

**CITY OF SEASIDE and THE SUCCESSOR AGENCY
CASH AND INVESTMENT ACTIVITY REPORT FOR THE PERIOD
JANUARY 1, 2023 THROUGH MARCH 31, 2023**

<u>INSTITUTION</u>	<u>ACCOUNT STATUS</u>	<u>BEGINNING BALANCE</u>	<u>DEPOSITED</u>	<u>EXPENDED or TRANSFERRED</u>	<u>INTEREST EARNED</u>	<u>ENDING BALANCE</u>
INVESTMENTS						
LAIF - City	OPEN	\$ 23,731,963.50	-		123,974.98	\$ 23,855,938.48
CHECKING ACCOUNT						
Bank of West - General Checking	OPEN	\$ 18,418,132.83	12,993,829.03	11,768,043.95		\$ 19,643,917.91
Bank of West - Payroll Checking	OPEN	\$ -	6,738,933.68	6,738,933.68		\$ -
Bank of West - Money Market	OPEN	\$ 6,701,264.63	-	-	20,179.07	\$ 6,721,443.70
Webster Bank - 2022 Lease	OPEN	\$ 455,926.45	-	422,505.66	130.23	\$ 33,551.02
PARS Retirement Account	OPEN	\$ 17,072.64	17,070.00	11,893.93	159.14	\$ 22,407.85
PARS 115 Trust	OPEN	\$ 2,997,489.46	-	2,492.49	50,652.91	\$ 3,045,649.88
York Tail Claims	OPEN	\$ 20,021.90	16,170.03	6,382.73	-	\$ 29,809.20
<i>BOND RESERVE ACCOUNT - HELD BY TRUSTEES</i>						
Bond 2018 Cutino Accounts - Reserve, Interest	OPEN	\$ 1,028,732.84	-	-	12.69	\$ 1,028,745.53
Bond 2018 Meas X Accounts - Reserve, Interest	OPEN	\$ 1,238,860.68	-	-	15.27	\$ 1,238,875.95
Bond 2014 Accounts - Reserve, Interest	OPEN	\$ 46.52	30,209.73	30,256.25	82.43	\$ 82.43
Bond 2006 Accounts - Reserve, Installment	OPEN	\$ 443,938.70	8.56	104,389.81	5.06	\$ 339,562.51
Wells F Pension Obligation Bond Prog-Reserve Acct.	OPEN	\$ 769,721.66	-	317.25	7,170.70	\$ 776,575.11
		\$ 55,823,171.81	19,796,221.03	19,085,215.75	202,382.48	\$ 56,736,559.57



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer
Kirstin van Gend, Administrative Analyst II

DATE: May 18, 2023

SUBJECT: **APPROVE PROCLAMATION DECLARING MAY 21 - 27, 2023, AS
"NATIONAL PUBLIC WORKS WEEK" IN THE CITY OF SEASIDE**

RECOMMENDATION

Recognition of National Public Works Week in the City of Seaside

BACKGROUND

Public Works professionals, engineers, managers, and employees within government and the private sector perform important work to rebuild, improve, and protect our nation's transportation, water supply, water treatment, and solid waste systems, public buildings, and other structures and facilities essential for our citizens. The health, safety, and comfort of our community greatly depends on these facilities and services. Therefore, the City should proclaim May 21 - 27, 2023 as National Public Works Week.

FISCAL IMPACT

None

ATTACHMENTS

1. 2023 Public Works Week Proclamation
-

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

City of Seaside
PROCLAMATION



National Public Works Week
May 21 – 27, 2023

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

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

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Seaside, California to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association,

NOW THEREFORE, BE IT PROCLAIMED, that I, the Honorable Ian N. Oglesby, Mayor of the City of Seaside, do hereby proclaim the week May 21-27, 2023 as National Public Works Week; and I urge all our people to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they have made to our national health, safety, welfare and quality of life.

Ian N. Oglesby, Mayor
May 18, 2023



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: May 18, 2023

SUBJECT: APPROVE A FEE WAIVER FROM THE "RECOGNIZING MILITARY SERVICE CENTER" FOR THE USE OF THE LAGUNA GRANDE HALL FOR THEIR BLACK HISTORY IS AMERICAN HISTORY EVENT ON FEBRUARY 03, 2024

RECOMMENDATION

Approve the fee waiver request from the Recognizing Military Service Center (RMSC) for the use of Laguna Grande Hall to hold their Black History is American History in the amount of \$393.75, the organization will provide the City with the non-refundable portion of the deposit of \$98.25.

BACKGROUND

The Recognizing Military Service Center is a non-profit organization. They are requesting a fee waiver to help cover the costs associated with their Black History is American History Program on Saturday, February 03, 2024 from 1:00 p.m. to 5:00 p.m. in the Laguna Grande Hall at the Oldemeyer Center. February is Black History month, and this program is to remember the contributions of Black Americans and speak of them as part of Black history. This history is an important part of American history.

Staff recommends that the fees be waived for the rental cost of the facility and that the organization pay only the non-refundable portion of the deposit of \$98.25 to go towards the building maintenance fund.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Laguna Grande Hall Fee 7 Hours @ \$56.25	\$393.75
--	----------

Deposit Non Refundable Portion

\$ 98.25

TOTAL

\$492.00

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the non-refundable deposit only, the fiscal impact is \$393.75.

ATTACHMENTS

1. Recognizing Military Service Center Fee Waiver 2023
 2. 501(c)(3) - Recognizing Military Service Center
-

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



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Recognizing Military Service Center
Name of Applicant: Gregory Daniels
Address: 4185 Peninsula Point Dr City: Seaside State: CA
Phone: (831) 737-7161 Email: Greg.Daniels@yahoo.com

EVENT INFORMATION:

Event Title: Black History is American History
Event Description: Black History month program
Event Date: 02/03/2024 Room(s) Requested: Laguna Grande Hall
Time (including set-up): 10:00AM - 6:00PM Approximate Number of Guests: 200

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: we are a non-profit organization

Have you received a Fee Waiver in the past? ☒ Yes, the event was on 2/4/2023 ☐ No

What is your organization's tax identification number? _____

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: [Signature]

Date: 4-19-23

(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

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

CONTACT INFORMATION:

ROOM: Laguna Grande

Organization: Recognizing Military Service Center

Name of Applicant: Gregory Daniels

Address: 4185 Peninsula Point Dr City: Seaside Zip: 93955

Phone: (831) 737-7161 Email: Greg.Daniels@yahoo.com

Day of Event Contact Name and Phone: Gregory Daniels (831) 737-7161

☒ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: Black History is American History

**Please attach invitation or flyer if available.*

Event Date: 02/03/2024 Approximate Number of Guests: 200

Reservation Time: 10:00AM - 6:00 PM Event Time: 1:00 PM - 5:00 PM

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

Special Instructions: _____

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

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

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

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

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

Applicant Signature: [Signature]

Date: 4-19-2023

(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 ½ 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

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

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 28 2019**

RECOGNIZING MILITARY SERVICE
CENTER
C/O RETIRED MENS SOCIAL CLUB
2067 DEL MONTE BLVD
SEADSIDE, CA 93955-3125

Employer Identification Number:
23-7324773
DLN:
17053035302019
Contact Person:
MITCHELL P STEELE ID# 31360
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
August 29, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

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

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

Your exemption under IRC Section 501(c)(3) is effective as of the date listed at the top of this letter. You were exempt under Section 501(c)(7) prior to this date.

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

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

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar

Letter 947

RECOGNIZING MILITARY SERVICE

to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: May 18, 2023

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM NARCOTICS
ANONYMOUS FOR THE USE OF LAGUNA GRANDE HALL FOR A
WOMEN'S BRUNCH ON JANUARY 27, 2024**

RECOMMENDATION

Approve the fee waiver request from Narcotics Anonymous for the use of Laguna Grande Hall and Kitchen to hold their Women's Brunch in the amount of \$562.50, with the organization providing the City with the non-refundable portion of the deposit of \$98.25.

BACKGROUND

The Monterey County Area Narcotics Anonymous Women's Brunch Committee is requesting a fee waiver for use of the Oldemeyer Center auditorium for a women's brunch on January 27, 2024. Their mission for the Women's Brunch is to introduce women new to recovery to Narcotics Anonymous for support, fun and fellowship. Their experience has been that women from all over the state will attend the brunch. Each member is asked to bring the women that they sponsor to the event. Many of the women that attend the event will stay over in Seaside and enjoy local restaurants and businesses.

The last fee waiver submitted to the City Council for Narcotics Anonymous was approved on July 21, 2022. The organization will provide their own insurance.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Laguna Grande Hall Fee	10 hours at \$56.25	\$562.50
------------------------	---------------------	----------

Non Refundable Deposit

\$ 98.25

TOTAL

\$663.75

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the non-refundable deposit only, the fiscal impact is \$562.50.

ATTACHMENTS

1. Narcotics Anonymous Fee Waiver (Women's Brunch) 2023
 2. 501(c)(3) - Narcotics Anonymous
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



SEASIDE CALIFORNIA

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Narcotics Anonymous
Name of Applicant: Billi Allgood
Address: 200 Koch Dr City: Hollister State: CA
Phone: 831-537-4246 Email: allgood2815@gmail.com

EVENT INFORMATION:

Event Title: Monterey County Woman's Brunch
Event Description: Speakers Brunch for Women of Narcotics Anonymous
Event Date: January 27th 2024 Room(s) Requested: Laguna + Kitchen
Time (including set-up): 7am - 5pm Approximate Number of Guests: 225

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: 501C3 Non profit community based event
Have you received a Fee Waiver in the past? ☒ Yes, the event was on 2/25/23 ☐ No
What is your organization's tax identification number? 32-0289508
What percentage of your members or participants resides in Seaside? 15%
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: Billi Allgood

Date: 4/20/23

(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

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

CONTACT INFORMATION:

ROOM: Laguna + Kitchen

Organization: Narcotics Anonymous

Name of Applicant: Billi Allgood

Address: 200 Kach Dr City: Hollister Zip: 95023

Phone: 831-537-4246 Email: Allgood2815@gmail.com

Day of Event Contact Name and Phone: Billi Allgood 831-537-4246

☐ Resident ☒ Non-Resident

EVENT INFORMATION:

Event Title: Monterey County Woman's Brunch

*Please attach invitation or flyer if available.

Event Date: Jan. 27, 2024 Approximate Number of Guests: 225

Reservation Time: 7am - 5pm Event Time: 11am - 4pm

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

Special Instructions: Set up of the tables, podium on the stage

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: <u>Jo's a member</u>			*Alcohol is prohibited at youth oriented events		

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: Billi Jo Allgood Date: 4/20/23

(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	\$58.25	\$154.00
Deposit	\$656.00	\$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	\$58.25	\$83.00
Deposit	\$348.00	\$436.00
(Refundable)	(\$285.80)	(\$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 1/4 Hour	\$38	\$47.50

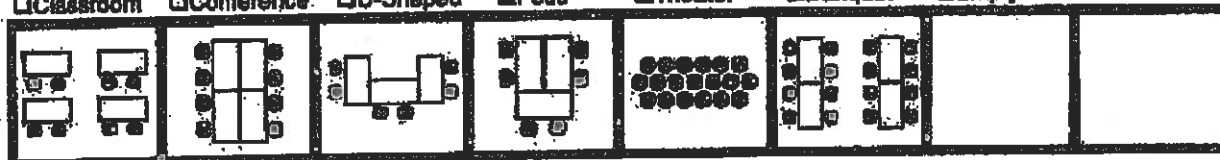
Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00-\$47.00. Proof of 501(c)(3) required.

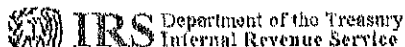
Security Guards: If required, security guards must be present for entire duration of event. Failure to comply or late security guards may result in deposit forfeited or event shut down completely.

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





Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248359979
Feb. 02, 2012 LTR 4168C E0
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NORTHERN CALIFORNIA REGIONAL SERV
OFFICE OF NARCOTICS ANONYMOUS
NCRSO INC
1820 WALTERS CT STE A1
FAIRFIELD CA 94533

003864

Employer Identification Number: 94-3039545
Person to Contact: Ms. Sene
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 24, 2012, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in March 1987.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(2).

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

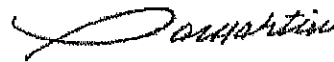
Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248359979
Feb. 02, 2012 LTR 4168C E0
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NORTHERN CALIFORNIA REGIONAL SERV
OFFICE OF NARCOTICS ANONYMOUS
NCRSO INC
1820 WALTERS CT STE A1
FAIRFIELD CA 94533

If you have any questions, please call us at the telephone number
shown in the heading of this letter.

Sincerely yours,



S. A. Martin, Operations Manager
Accounts Management Operations



CITY OF SEASIDE STAFF REPORT

Item No.: 8.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Jaime M. Fontes, City Manager

DATE: May 18, 2023

SUBJECT: APPROVE THE SALE OF SAFE AND SANE FIREWORKS IN THE CITY OF SEASIDE JUNE 28 - JULY 5 BY MONTEREY BAY CHRISTIAN CENTER, SEASIDE AQUATIC CLUB INC., WORLD OUTREACH SERVICES INC., MONTEREY CONDORS CLUB, THE VILLAGE PROJECT AND IGLESIA VIDA CAMINO VERDAD OF THE ASSEMBLES OF GOD.

RECOMMENDATION

Consider the sale of "safe and sane" fireworks in the City of Seaside for the period of June 28, 2023 - July 5, 2023.

BACKGROUND

The purpose of this item is for the City Council to discuss and consider allowing three non-profit organizations to sell "safe and sane" fireworks in the City of Seaside from June 28, 2023 through July 5, 2023.

"Safe and sane" firework sales are regulated under Seaside Municipal Code Chapter 8.32 (Ordinance No. 1014). Exception 8.32.050 is titled "Safe and Sane Fireworks."

The Ordinance states, "the sale, display for sale, and use of "safe and sane" fireworks shall be permitted only during that period beginning at noon on June 28 and ending at 10:00 p.m. July 5 of the same year. It shall be unlawful for any person to sell "safe and sane" fireworks within the City of Seaside without having first applied for and received a permit from the city as required in this chapter. Only "safe and sane" fireworks certified by the State of California Fire Marshal can be sold.

This ordinance allows non-profit agencies based in the City of Seaside to sell "safe and sane" fireworks in order to benefit the youth and adults that live in the City of Seaside.

A pre-requisite of this ordinance includes certification by the Secretary of State of California or the Internal Revenue Service along with a current mailing address within the City of Seaside.

The following organizations have submitted an application for approval to sell "safe and sane" fireworks.

Monterey Bay Christian Center
Location: 1510 Fremont Blvd

Seaside Aquatics Club, Inc.
500 Broadway Ave (Parking Lot)

World Outreach Services, Inc.
Location: 1340 Fremont Blvd

Monterey Condors Club
Location: 1391 Fremont Blvd

The Village Project
1271 Canyon Del Rey (Dirt Lot)

Iglesia Vida, Camino, Verdad of the Assemblies of God
1349 Canyon Del Rey

If the council approves of the sale of "safe and sane" fireworks, each booth is thoroughly inspected by the Fire Department prior to the booth opening for sales.

FISCAL IMPACT

7% of gross sales.

ATTACHMENTS

1. 2014 Adopted Ordinance - 1014 FIREWORKS

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

ORDINANCE NO.1014

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE
AMENDING AND RESTATING CITY OF SEASIDE MUNICIPAL CODE CHAPTER
8.32 RELATING TO FIREWORKS**

THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

Section 1. FINDINGS AND PURPOSES.

- A. The purpose of this Ordinance is to amend and restate City of Seaside Municipal Code Chapter 8.32 relating to Fireworks.

Section 2. AMENDMENT AND RESTATEMENT OF SECTION 8.32 OF THE
SEASIDE MUNICIPAL CODE

The City of Seaside Municipal Code Section 8.32 is hereby deleted in its entirety and restated to read as follows:

CHAPTER 8.32 FIREWORKS

Sections:

- 8.32.010 Purpose**
- 8.32.020 Definitions**
- 8.32.030 General prohibition against possession; use,
or sale of fireworks**
- 8.32.040 Exception -- Public displays and special events;
agricultural and wildlife fireworks; model
rockets**
- 8.32.050 Exception - Safe and sane fireworks**
- 8.32.060 Permit to sell safe and sane fireworks --
Application; qualified applicants**
- 8.32.070 Limitation on permits to sell safe and sane
fireworks; selection of eligible nonprofit
organizations**
- 8.32.080 Operator safety seminar**
- 8.32.090 Operation of fireworks stand**
- 8.32.100 Fireworks stands**
- 8.32.110 General requirements for permittees**
- 8.32.120 Revocation of permit**
- 8.32.130 Seizure of fireworks**
- 8.32.140 Police and Fire Department Illegal Fireworks
Operation Plan and After Action Report**

{00020644.DOCX; 1}

8.32.150 Surcharge
8.32.160 Wholesale storage of safe and sane fireworks
8.32.170 Fireworks wholesaler public education plan
8.32.180 Manufacture of fireworks prohibited
8.32.190 Administrative fines and penalties
8.32.200 Concurrent authority
8.30.210 Fees deemed debt to the city

8.32.010 Purpose.

The purpose of this chapter is to regulate the possession, use, storage, sale and display of fireworks within the City of Seaside.

8.32.020 Definitions.

When used in this chapter, the following words shall have the meanings ascribed to them in this section:

(a) "Affiliated organizations", for purposes of this Chapter, shall be presumed to be the

following:

1. Organizations incorporated under the same charter or organization and their auxiliaries if the auxiliary is incorporated under the same charter;
2. Organizations sharing the same officers and/or place of meetings and/or national parent organization;
3. Subdivisions and/or fractional divisions however named or delineated of organizations

(b) "Citation". An administrative citation issued pursuant to this section to remedy a violation.

(c) "Citee". Any person served with an administrative citation charging him or her as a responsible person for violation.

(d) "City". City of Seaside.

(e) "Code". City of Seaside Municipal Code.

(f) “Code Enforcement Officer” or “CEO”. Any employee or agent of the City of Seaside designated by the City Council to enforce any provision of this code.

(g) “Dangerous fireworks”. Fireworks as listed and defined in California Health and Safety Code section 12505 and section 12561 and the relevant sections of Title 19 of the California Code of Regulations, as the same may be amended from time to time.

(h) “Eligible nonprofit organization”. A duly organized nonprofit, tax exempt charitable, religious, civic, patriotic, or community service association, organization, or corporation (collectively “the organization”) which has met all the following criteria continuously for a minimum period of one year immediately preceding the filing of an application for a permit to display for sale or to sell safe and sane fireworks.

1. The organization must be a duly organized nonprofit entity which has tax exempt status from the Internal Revenue Service or the Franchise Tax Board, or which is an organization affiliated with and operating solely in support of an elementary school, junior high school, high school, university or community college that is located within the City of Seaside and that serves, in whole or in part, residents of the City of Seaside.

2. The organization must have its principal place of business and principal meeting place within the City of Seaside and must hold its regularly scheduled meetings within the City of Seaside.

3. The organization must be one which provides direct and regular community services and benefits to the residents of the City of Seaside.

4. The organization must not have had a permit to sell revoked within twenty-four months prior to the organization’s submittal of an application for a permit to sell.

(i) “Exempt fireworks”. Any special item containing pyrotechnic compositions which the state fire marshal, with the advice of the state fire advisory board, has investigated and determined to be limited to industrial, commercial, and agricultural use, or religious ceremonies when authorized by a permit granted by the authority having jurisdiction.

(j) “Fireworks”. Any device containing chemical elements and chemical compounds capable of burning independently of the oxygen of the atmosphere and producing audible, visual, mechanical, or thermal effects which are useful as pyrotechnic devices or for entertainment. These items include, but are not limited to, devices designated by the manufacturer as fireworks, torpedoes, skyrockets, roman candles, rockets, Daygo bombs, sparklers, party poppers, paper caps, chasers, fountains, smoke

sparks, aerial bombs, and fireworks kits. These terms include both “dangerous fireworks” and “safe and sane fireworks”.

(k) “Fireworks stand”. Any building, counter, or other structure of a temporary nature used in the sale, the offering for sale, or display for sale of “safe and sane fireworks”.

(l) “Fireworks sales permit” or “permit”. A permit issued pursuant to this chapter authorizing the display for sale and the sale of state-approved fireworks.

(m) “Fireworks wholesaler” and “fireworks distributor”. A person, other than an importer, exporter, or manufacturer selling only to wholesalers, who sells fireworks to a retailer or any other person for resale. It also includes any person who sells dangerous fireworks to public display permittees.

(n) “Hearing Officer”. The person appointed by the City manager to serve as the hearing officer for administrative hearings hereunder.

(o) “Issuance” or “Issued”.

1. The preparation and service of an administrative fine citation to a citee in the same manner as a summons in a civil action in accordance with Article III (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedures; or

2. Mailing of administrative fine citation to the citee by certified mail with return receipt, to the address shown on the official records of the County Assessor; or

3. By personally serving the responsible party by personal delivery of the administrative fine citation or by substituted service. Substituted service may be accomplished as follows:

A. By leaving a copy at the recipient’s dwelling or usual place of abode, in the presence of a competent member of the household, and thereafter mailing by First Class Mail, postage pre-paid, a copy to the recipient at the address where the copy was left; or

B. In the event the responsible party cannot be served by First Class Mail, postage pre-paid, or cannot be personally served and has a property manager or rental agency overseeing the premises, substituted service may be made upon the property manager or rental agency or may be affected by posting the property with the administrative fine citation and mailing a copy by First Class Mail, postage pre-paid, or the responsible party in violation at the address of the property where the violation exists.

(p) “Permittee”. An eligible nonprofit organization to which a permit has been issued pursuant to this chapter.

(q) “Person”. Any person, partnership, organization, firm, corporation, association or any combination thereof, or any city, county, city and county, and state, and shall include any of their employees and authorized representatives.

(r) “Principal place of business” and “principal meeting place”. Includes, but is not limited to, a permanent structure, playing field, geographic area, or service population which resides in or is located within the City of Seaside.

(s) “Public display of fireworks”. An entertainment feature where the public is admitted or permitted to view the display or discharge of fireworks, including but not limited to, those defined in this Chapter.

(t) “Responsible Person”. A person who causes a violation of this Chapter to occur or allows a violation to exist or continue, by his or her action or failure to act, or whose agent, employee or independent contractor causes a violation to occur, or allows a violation to exist or continue. There is a rebuttable presumption that the record owner of a residential parcel, as shown on the county’s latest equalized property taxes assessment rolls, and a lessee of a residential parcel has a notice of any violation existing on said property. For purposes of this Chapter, there may be more than one responsible person for a violation. Any person, irrespective of age, found in violation of any provision of this Chapter may be issued a citation in accordance with the provisions of this Chapter. Every parent, guardian or other person, having the legal care, custody or control of any person under the age of 18 years, who knows or responsible should know that a minor is in violation of this Chapter, may be issued a citation in accordance with the provisions of this Chapter, in addition to any citation that may be issued to the offending minor.

(u) “Violation” or “Violates”. Any violation of any provision of this Chapter

8.32.030 General prohibition against possession, use, or sale of fireworks.

Except as otherwise provided in this chapter, no person shall possess, sell, use, display, explode, or discharge any fireworks within the City of Seaside.

8.32.040 Exception -- Public displays and special events; agricultural and wildlife fireworks; model rockets.

(a) The display of fireworks shall be permitted as a part of an entertainment feature for which a special event permit has been issued pursuant to Chapter 17.52.040, subsection E.2, of the Seaside Municipal Code and to which the general public or a private group is admitted or invited to attend and is admitted or permitted to enter.

(b) It shall be unlawful for any person to possess, sell, furnish, or give away, or offer or expose for sale, or fire, discharge, or explode, any agricultural and wildlife fireworks within the City of Seaside without first obtaining a permit to do so from the fire chief. The permit shall not be transferable and shall particularly describe the place where agricultural and wildlife fireworks are to be stored, sold, or discharged. Such permit shall be for such length of time as the fire chief shall determine, but in any event, not to exceed twelve months.

(c) The sale, purchase, storage, firing or discharge of model rockets may be allowed by written permit from the fire chief or his/her designee which shall include, but not be limited to, the conditions contained in Title 19 of the California State Administrative Code and any other conditions the fire chief may deem reasonably necessary for the safety and welfare of the public and the community.

8.32.050 Exception -- Safe and sane fireworks.

The sale, display for sale, and use of safe and sane fireworks shall be permitted only during that period beginning at noon on June 28 and ending at 10:00 p.m. July 5 of that same year. It shall be unlawful for any person to sell safe and sane fireworks within the City of Seaside without having first applied for and received a permit from the city as required under this chapter.

8.32.060 Permit to sell safe and sane fireworks -- Application; qualified applicants.

(a) All eligible nonprofit organizations interested in displaying for sale and in selling safe and sane fireworks must meet all requirements of this chapter and must submit an application to the city in a manner determined by the city manager or his/her designee. All applications for permits to display for sale and to sell safe and sane fireworks shall be in writing and shall be submitted to the city's fire chief or his/her designee on forms supplied by the city. Any eligible nonprofit organization which demonstrates compliance with all applicable requirements and conditions of this chapter shall be deemed a qualified applicant.

(b) An interested eligible nonprofit organization may submit to the city an application for a permit to sell beginning March 1 of each year, or the first business day thereafter, and ending the last business day in April of that same year.

(c) No organization shall submit more than one application. Submittal of more than one application by any organization or an affiliated organization thereof shall be grounds for denial of all applications. The city manager shall have final authority to determine the affiliation of organizations.

(d) Any attempt to transfer an application shall void any and all applications filed by or on behalf of both the transferor and the transferee.

(e) Each application shall be accompanied by a nonrefundable application fee at an amount established by resolution of the city council. The application fee shall be in addition to any fee or tax imposed by any other chapter of the Seaside Municipal Code.

8.32.070 Limitation on permits to sell safe and sane fireworks; selection of eligible nonprofit organizations.

(a) Each calendar year, the city shall issue, at the sole discretion of the city council, up to a maximum number of permits not to exceed thirteen. One permit shall be issued to each eligible nonprofit organization selected pursuant to this section.

(b) Of the maximum number of stands/permits allowable in any given year, there shall be two classes of stands/permits: grandfathered and lottery.

1. Grandfathered stands/permits are provided in recognition of the fact that some local service organizations have relied upon Safe and Sane Fireworks sales as a primary source of income for many years.
2. Lottery stands/permits are provided in recognition of the fact that there are other local service organizations that could benefit from the sale of Safe and Sane Fireworks, but are not as dependent upon this source of income.

Grandfathered permits may be established by City Council Resolution. Grandfathered organizations must reapply each year for a permit to sell Safe and Sane Fireworks to retain their grandfathered status. Failure by a grandfathered organization to file complete permit application packets with the City by the required deadlines shall result in loss of their grandfathered status. Failure to abide by City policies and/or fireworks sales requirements, or by any other valid order or requirement issued by the Fire Department, may result in the disqualification for grandfathered status and will be grounds for the organization that previously held grandfathered status subject to the loss of such status.

The number of lottery stands/permits consists of the difference between the maximum number of stands/permits allowed under this ordinance and the number of valid grandfathered stand/permits issued in that year. The number of lottery stand/permits may increase if one or more grandfathered stand/permits are not applied for in accordance with the City requirements. Lottery stand/permits shall be granted by lottery drawing held by the City Clerk no later than May 15 of each year. Organizations selected by a lottery shall be notified by the City Clerk following the results of the drawing. Notice of lottery drawing date and location shall be provided by the City Clerk by notice posted on the City's website or placed in a daily newspaper having wide spread circulation of the City of Seaside and by mail to those nonprofit organizations who have applied for a lottery stand/permit that year. Lottery stand/permits do not become grandfathered stand/permits

stand/permit that year. Lottery stand/permits do not become grandfathered stand/permits the following year. A holder of a lottery stand/permit in a particular year is not guaranteed the lottery stand/permit the following year.

(c) Two or more eligible nonprofit organizations from the same priority category may jointly submit an application to the city pursuant to Section 8.32.060 and may jointly receive a permit to sell fireworks pursuant to this chapter.

(d) The city's fire marshal or his/her designee shall issue permits to those eligible nonprofit organizations that have submitted a conforming and timely application. Selection shall be made at random from among all those eligible nonprofit organizations which have submitted conforming and timely applications. The fire chief or his/her designee shall notify selected organizations in writing no later than May 15 of each year.

(e) Permits issued pursuant to this section are valid only during the calendar year issued.

(f) Permits are not transferrable to any other person or organization.

(g) Prior to the issuance of a permit pursuant to this Chapter, and in addition to those other requirements set forth in this Chapter or on the permit application; in order for a permit to be issued, a qualified nonprofit organization shall demonstrate compliance with all of the following:

1. On a form provided by the City, set forth the proposed location of the fireworks stand; the name, address and telephone number of one or more responsible adults who will be in charge of and responsible for the fireworks stand during the period fireworks are sold, displayed or stored at such location; and written permission from the owner of record and/or lessor and/or management company of the property upon which said fireworks stand is proposed to be located;
2. A copy of the requisite retail sales permit issued by the Office of the California State Fire Marshal;
3. Evidence of a temporary sales tax permit from the California State Board of Equalization;
4. Payment of the permit/license fee at the amount established by resolution of the City Council;
5. Throughout the term of a permit issued pursuant to this Chapter, each permittee shall pay for and maintain in full force and effect policies of insurance in a form and amount and with coverage types required by the City. The policies of insurance shall name the City, its officers, officials, agents, and employees as additional insureds.

8.32.080 Operator safety seminar.

Each year, one or more representative from each organization that is issued a permit to display for sale or to sell safe and sane fireworks shall attend a stand operator safety seminar conducted by the City of Seaside Fire Department and each of the fireworks wholesalers operating in Seaside that year. The failure of an organization to have a representative of the organization attend the seminar shall result in the revocation of the permit and the disallowance to display for sale or to sell safe and sane fireworks.

8.32.090 Operation of fireworks stand.

(a) No person shall sell any fireworks to any person under the age of eighteen years.

(b) The sale of safe and sane fireworks pursuant to a permit issued under this chapter shall begin no earlier than noon on June 28 and shall not continue after 10:00 p.m. on July 5 of the same year. The sale of safe and sane fireworks shall be permitted only from 9:00 a.m. to 10:00 p.m. daily, except June 28 when the hours shall be from twelve noon to 10:00 p.m.

(c) No person other than the permittee organization or corporation shall operate the stand for which the permit is issued or share or otherwise participate in the profits of the operation of such stand.

(d) No person other than the individuals who are members or volunteers of the permittee organization or the spouses, significant others, parents or adult children of such members shall sell or otherwise participate in the sale or display of safe and sane fireworks at such fireworks stand.

(e) No person under the age of eighteen shall sell or participate in the sale of safe and sane fireworks or be in the fireworks stand and there shall be at least one supervisor, twenty-one years of age or older on duty at all times.

(f) No person shall be paid any consideration by the permittee organization or any wholesale distributor of safe and sane fireworks for selling or otherwise participating in the sale of fireworks at such stand; provided, however, that compensation may be paid for security personnel during non-sale hours and to the party authorizing location of the stand on its property. The fire marshal or fire chief may revoke the fireworks storage permit of any wholesale distributor violating the terms of this section.

8.32.100 Fireworks stands.

All retail sales of safe and sane fireworks shall be permitted only from within a fireworks stand. The sale from any other building, structure or location is prohibited. Fireworks stands shall be subject to the following provisions:

(a) No fireworks stand shall be located within thirty feet of any adjacent building or within one hundred feet of any gasoline pump or distribution point.

(b) Fireworks stands may be located on paved or unpaved surfaces, subject to the approval of the Seaside Fire Department and the Community Planning and Development Department.

(c) Fireworks stands need not comply with the provisions of the building code of the city; provided, however, that all stands shall be erected under the supervision of the city's inspectors, who shall require that stands be constructed in a manner which will reasonably insure the safety of attendants and patrons; and provided further that any electrical installations shall comply with all applicable codes. The permittee shall be responsible for the full costs associated with any inspections conducted by the city's inspectors and the permittee shall fully reimburse the city for all of its costs incurred in association with such inspections. The permittee shall make payment in full to the city within ten days of receipt of the invoice. Nonpayment shall prohibit the permittee from obtaining permits for subsequent years until the invoice is paid in full.

(d) A twenty five-foot area surrounding the fireworks stand must be cleared of dried vegetation and must be maintained.

(e) No fireworks stand shall be located closer than ten feet from any public roadway unless the rear of the fireworks stand is positioned against a curb that faces the primary use on that parcel and the fireworks stand is positioned to allow for the safe use of the parking lot and to allow for the free flow of vehicular and pedestrian traffic throughout the parcel. Fireworks stands may only be placed on a commercial, mixed use, or industrial zoned parcel and in a location which otherwise meets the approval of the Seaside Fire Department and Community Planning and Development Department.

(f) If a fireworks stand is going to use electric lights the wiring must be properly installed and will be subject to inspection by the City of Seaside Fire Department and/or Building Department. Open splices are prohibited and all wiring must be protected from physical damage and weather. Exposed light bulbs shall be protected with covers, cages or screens. Nothing in this chapter shall preclude or prohibit the use of battery-operated lights in and around a fireworks stand.

(g) No fireworks stand shall have a floor area in excess of seven hundred fifty square feet.

(h) Each fireworks stand shall have a least two exits. Each stand in excess of forty feet in length shall have at least three exits spaced approximately equidistant apart; provided, however, that in no case shall the distance between exits exceed twenty-four feet apart. Exit doors shall not be less than twenty-four inches wide and six feet in height and shall swing in the direction of exit travel.

(i) Each fireworks stand shall be provided with at least one approved pressurized "water type" (minimum rating 2A) fire extinguisher with an up-to-date inspection tag that shows the fire extinguisher has been serviced within the past year.

(j) All fireworks stands shall be disassembled and removed no later than July 8 at 5:00 p.m.

(k) All fireworks stands are subject to daily inspection by the fire chief or his/her designee and the permittee shall be responsible for the costs incurred by the city in such inspections at the rates and amounts established by resolution of the city council. Other than the initial inspections, the permittee shall not be responsible for the cost of additional inspections unless probable cause existed necessitating the inspection(s) in the first place. The city will invoice the permittee for the full costs of inspection incurred by the city during the term the fireworks stand is in operation. The permittee shall make payment in full to the city within ten days of receipt of the invoice. Nonpayment shall prohibit the permittee from obtaining permits for subsequent years until the invoice is paid in full.

8.32.110 General requirements for permittees.

(a) Fireworks stands shall not be located closer than six hundred feet apart, unless separated by a street, roadway or building.

(b) All weeds and combustible material shall be cleared from the location of the fireworks stand to a distance of at least twenty-five feet surrounding the fireworks stand.

(c) All trash and debris resulting from the operation of the fireworks stand must be removed on a daily basis.

(d) "NO SMOKING" signs shall be prominently displayed on all sides of the fireworks stand, in both English and Spanish. Each sign shall have the words "NO SMOKING" in red letters not less than two inches in height with a minimum one-half-inch stroke.

(e) No fuel-powered generator or similar equipment shall be allowed within fifty feet of a fireworks stand.

(f) When the stand is not being used for sale and/or display of fireworks, a reinforced, heavy metal, fully-enclosed container, similar to a SAWDOC, walk-in type drop box or its equivalent, as approved by the fire chief or his/her designee, may be used to store fireworks.

(g) Each fireworks stand must post its City of Seaside permit, its temporary sales tax permit, and its state fire marshal retail sales permit and proof of their required insurance in a prominent place inside the fireworks stand.

(h) All unsold stock of fireworks held by the permittee after 10:00 p.m on July 5 shall be immediately stored in the container referenced in Section 8.32.110(f) above and picked up by the fireworks wholesaler within 72 hours thereafter.

8.32.120 Revocation of permit.

(a) The city fire chief or his/her designee or the city fire marshal or his/her designee may revoke, immediately and without notice or hearing, the permit of any permittee who violates any provision of this chapter. In the event of any such revocation the permittee must immediately cease operations and shall no longer display for sale or sell any fireworks. Any permittee whose permit has been revoked shall be prohibited from applying for or from receiving a permit under this chapter for a period of two years from the date of revocation.

(b) Any revocation made pursuant to this section may be appealed by the permittee to the city manager on the next business day following such revocation. The city's fire chief and/or fire marshal or his/her designee shall provide the city manager with written notice of the revocation, including the name of the permittee and a brief statement on the grounds for revocation. The city manager shall consider the appeal at his/her earliest convenience and may, in his/her sole discretion, meet with the permittee to review the revocation and may, in his/her discretion, support or overturn the revocation. The city manager's decision shall be final and dispositive of the matter. In the event the city manager overturns the revocation the permittee may immediately operations pursuant to the originally issued permit and shall remain eligible for participation in the next year's application selection process.

8.32.130 Seizure of Fireworks.

The fire chief or the fire marshal may seize, take, remove, or cause to be removed, at the expense of the permittee or owner thereof, all stocks of fireworks displayed or available for sale, stored, or held in violation of this chapter.

8.32.140 POLICE AND FIRE DEPARTMENT ILLEGAL FIREWORKS OPERATION PLAN AND AFTER ACTION REPORT.

(a) On or before the first regular City Council meeting in May of every year, both the City's police and fire departments must present to the City Council an Operation Plan for the thirty day period surrounding the 4th of July (June 17 through July 16) for that year. Said operation plan should include, but not be limited to, the following information:

1. Identification of areas within the City where illegal fireworks were a problem in the previous year;
2. A general explanation of the supplemental fire and law enforcement personnel deployed within the City;
3. A report on the additional apparatus and personnel who'll be on duty for the period of June 17th through July 16th of that year.
4. Recommendations on and discussion of what, if any, dedicated illegal fireworks enforcement patrols there should be for that year and all other relevant information and statistics deemed necessary by the City Council.
5. A detailed discussion of the costs that will be incurred by the City that year to be delivered in the operation plan; what, if any, of these costs will be covered by existing fees levied on the permittees, and unexpended surcharge revenue from prior years.
6. A proposed recommendation for a surcharge resolution establishing the surcharge amount to be levied that year on each retail sale of Safe and Sane Fireworks in an amount not to exceed 7%.

(b) On or about September 1 of that same year, both police and fire departments must report back to the City Council with an After Action Report. That report should include, but is not limited to:

1. An evaluation of the effectiveness of that department's Operation Plan for that year including a listing of any significant fireworks-related incidents, both "Dangerous Fireworks" and "Safe and Sane Fireworks";
2. Relevant incident statistics for the period of June 17th through July 16th, and identification of fireworks related incidents.
3. A report on how many calls there were regarding suspected "Dangerous Fireworks", how many of those calls either of the departments responded to, how many of those calls resulted in seizures and/or administrative fine citations.

8.32.150 Fireworks Surcharge.

(a) All nonprofit retail booth locations shall assess a surcharge, on all retail sales of Safe and Sane Fireworks that occur in the City. The assessment shall be paid by the permittee upon presentment of an invoice by the City. The surcharge will be assessed to the public for each retail sale and is up and above the retail price of the fireworks and will not be deducted from the permittees net profit.

(b) The assessment is intended to raise sufficient funds for the City to help pay for the cost of enforcement; inspection of stands; public education and awareness campaigns; enforcing the provisions of this Chapter, including extra personnel time, and cleanup of the fireworks trash and debris left behind each year. "Extra personnel time" shall be defined as employee or contracted employee time that the City would not otherwise incur but for the sale and use of Safe and Sane Fireworks. By the first regular City Council meeting in May of each year, the City Manager must submit to the City Council for its approval, a proposed budget for police, fire, administrative services and public works departments. The exact amount of the assessment shall be determined each year by no later than the second regular City Council meeting in May of that year and notice sent to each of the permittees. In no event shall the assessment be more than 7% of the gross sales of the fireworks sold in the City that year. The fireworks wholesaler with whom each permittee has contracted shall be responsible for collecting the estimated assessment from their nonprofit organizations, advising the City of the amount of each estimated assessment collected, and holding the funds in trust pending notification by the City of the exact amount owed. After the City determines each permittee's share of the total annual sales volume, each permittee shall be billed for its share of the total assessment. A duplicate copy of each permittee's invoice will be sent to its fireworks wholesaler. Payment of the assessment by each permittee shall be due to the City 30 days after the issuance of the invoice. The expenses submitted are subject to review, audit and dispute by any permittee who has to pay the assessment that year. Any dispute of the assessment must be filed within 15 days of its receipt or any right to contest it will be deemed waived. The City Council is the final arbiter of any disputed assessment. Any excess (i.e., difference between amount of surcharge collected by each group and the amount of their individual assessment) shall remain the property of that permittee.

(c) Failure by any permittee to pay the amount assessed to it by the City shall be cause to bar the permittee from selling Safe and Sane Fireworks in the future, until the assessment is paid in full. Furthermore, if the assessment is not paid by the due date, it shall be subject to a 10% penalty for each month or portion of a month that it is late.

8.32.160 Wholesale storage of safe and sane fireworks.

(a) Wholesale storage of California State Fire Marshal listed safe and sane fireworks may be allowed under the provisions of this section and chapter. All wholesale storage facilities or buildings shall conform to the applicable building and fire codes of the City of Seaside.

(b) An annual storage permit shall be required from the Seaside Fire Department for the wholesale storage of fireworks. The annual storage permit shall be annually renewable, subject to inspection clearance by the Seaside Fire Department. The fee for such permit shall be established by resolution of the city council.

(c) All wholesale storage facilities or buildings are subject to daily inspection by the Seaside Fire Department. The city will invoice the wholesale storage permittee for the full costs of inspection incurred by the city during the term the location is in use. The permittee shall make payment in full to the city within ten days of receipt of the invoice. Nonpayment shall prohibit the permittee from obtaining permits for subsequent years until the invoice is paid in full.

8.32.170 Fireworks wholesaler public education plan.

Each fireworks distributor and fireworks wholesaler which is supplying one or more of the permittees under this chapter shall annually submit a public education plan to the City of Seaside by no later than 5:00 p.m. on June 1. Each public education plan shall outline the public safety and education efforts that the fireworks distributor or fireworks wholesaler has or intends to initiate, support, and/or deliver within the City of Seaside prior to and during the dates during which fireworks may be sold, displayed for sale, and used within the City of Seaside. At a minimum each public education plan shall consist of the distribution with each sale of safe and sane fireworks of two fireworks educational brochures prepared by the state fire marshal's office, and not less than one thousand dollars worth of public service announcements broadcast on local television, and bearing the fireworks wholesaler's name, on the safe and responsible use of safe and sane fireworks. Each public education plan should at least include samples of all the materials and the extent of distribution of all of the safety and education materials identified in that fireworks distributor or fireworks wholesaler's public education plan.

8.32.180 Manufacture of fireworks prohibited.

No person, firm, or corporation shall manufacture fireworks of any type within the City of Seaside.

8.32.190 Administrative fines and penalties.

(a) Any violation of this chapter shall be a misdemeanor.

(b) Any person or entity who possesses, uses, stores, sells, and/or displays safe and sane fireworks on or at dates, times, and/or locations other than those permitted under this chapter are subject to an administrative fine, together with all costs of enforcement, of not less than one thousand dollars for each such offense. Administrative fines shall be subject to the procedures established in Title 2 of chapter 2.56 of the Seaside Municipal Code.

(c) The remedies set forth in this Chapter are in addition to all other legal and equitable remedies, administrative, criminal or civil, that may be pursued by the city to address violations of this chapter including, as an alternative to the issuance of an administrative fine pursuant to this section, and in his or her sole discretion, the city attorney may criminally prosecute a violation of this chapter.

(d) The imposition of administrative fines under this section related to the use, possession, sale, or display for sale of dangerous fireworks shall be limited to persons who possess, sell, use, and/or display, or the seizure of, less than twenty-five pounds of dangerous fireworks measured by gross weight. Any person or entity who possesses, uses, stores, sells, and/or displays less than twenty-five pounds of dangerous fireworks are subject to an administrative fine, together with all costs of enforcement, of not less than one thousand dollars for each such offense.

(e) Administrative fines collected pursuant to this section and related to dangerous fireworks shall not be subject to the restrictions of California Health and Safety Code section 12500-12759; however, the city shall provide cost reimbursement to the state fire marshal pursuant to regulations adopted by the state fire marshal addressing the state fire marshal's cost for the transportation and disposal of dangerous fireworks seized by the city, which costs will be part of any administrative fine imposed. Unless and until said regulations have been adopted, the city shall hold in trust two hundred fifty dollars, or twenty-five percent of administrative fine collected, to cover the cost reimbursement to the state fire marshal for the cost of transportation and disposal of the dangerous fireworks.

(f) Because of the serious threat of fire or injury posed by the use of "Dangerous Fireworks" that can result from persistent or repeated failures to comply with the provisions of this code and the effect of such conditions or activities on the safety and the use and enjoyment of surrounding properties and to the public health, safety and welfare, this Chapter imposes strict civil liability upon the owners of residential real property for all violations of this code existing on their residential real property. Each contiguous use, display and/or possession shall constitute a separate violation and shall be subject to a separate administrative fine.

8.32.200 Concurrent authority.

This chapter is not the exclusive regulation of fireworks within the city. It shall supplement and be in addition to other state, local, or federal laws, regulations, or ordinances and any other legal entity or agency having jurisdiction.

8.32.210 Fees deemed debt to the city.

The amount of any fine, fee, cost or charge imposed by this Chapter shall be deemed a debt to the city that is recoverable in any court of competent jurisdiction.

Section 3. SEVERABILITY.

- A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and

shall continue in full force and effect. To this end, provisions of this Ordinance are severable.

- B. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

Section 4. EFFECTIVE DATE.

This Ordinance shall become effective thirty (30) days after its final passage and adoption.

INTRODUCED by the City Council of the City of Seaside on the 20th day of March, 2014.

PASSED AND ADOPTED by the City Council of the City of Seaside this 3rd day of April, 2014, by the following roll call vote:

AYES:	5	COUNCIL MEMBERS	Alexander, Edwards, Oglesby, Pacheco, Rubio
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

APPROVED:



Ralph Rubio, Mayor

ATTEST:



Lesley E. Milton, City Clerk





CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager
Laura Calata, Administrative Analyst

DATE: May 18, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A USE AGREEMENT WITH THE SEASIDE AQUATICS
CLUB FOR A FIREWORKS BOOTH ON A CITY-OWNED PARKING
LOT LOCATED AT 490 BROADWAY AVENUE**

RECOMMENDATION

Approve the request and authorize the City Manager to execute a Use Agreement with the Seaside Aquatics Club in accordance with the draft resolution.

BACKGROUND

The "Seaside Dolphins" have been using the vacant lot, recently designated Municipal Parking Lot 1, located at the southwest corner of Broadway Avenue and Contra Costa Street for their annual fireworks fundraiser for the past three years. The location map is provided as Attachment 2. The site was previously owned by the Coniglio Family Trust. With the purchase of the site by the City of Seaside in 2022, the applicant is now required to receive authorization from the City as the property owner. The applicant's letter of request and supporting non-profit status information is provided as Attachment 3. The Seaside Dolphins have had an extensive record of operating sales elsewhere in the City for over 20 years. There have been no negative comments related to the sale of fireworks by the Seaside Dolphins at the project location or other sites that have been used by the Seaside Dolphins in the City.

The sale of permitted fireworks would occur from June 28th through July 5th. The site plan of the fireworks sales area is provided as Attachment 4. The fireworks booth will measure approximately 12 feet wide by 20 feet in length. Set-up and breakdown of the event would occur between June 20th and July 8th, 2023. Additionally, a 12 foot by 20 foot metal storage container would be placed near the fireworks booth for the

storage of fireworks being sold on-site in accordance with State Law. The sales hours will generally occur between 10 am and 10 pm daily. Site photographs of the Fireworks Sales Area are provided as Attachment 5. The nearest residential properties are located 300 feet to the south, with the residential property being buffered by the Acme Coffee site located between the residential property and the project site. The booth would be approximately 80 feet from the nearest building. Prior to receiving a clearance from the Fire Marshal to begin selling, the fireworks vendor would be responsible for providing the required Certificate of Insurance naming the City of Seaside as additional insured for \$2,000,000.00 per occurrence and \$4,000,000.00 as an aggregate minimum.

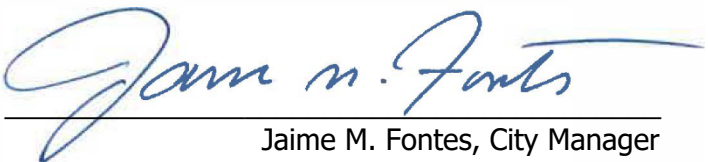
FISCAL IMPACT

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

ATTACHMENTS

1. Resolution
2. Location Map
3. Letter of Request
4. Site Plan
5. Site Photos

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 23-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A USE AGREEMENT WITH THE SEASIDE AQUATICS CLUB FOR A FIREWORKS BOOTH ON A CITY-OWNED PARKING LOT, LOCATED AT 490 BROADWAY AVE.

WHEREAS, Seaside Aquatics Club, a non-profit organization, filed a request for the placement of a fireworks booth and sales of fireworks at parcel APN 011-302-002, more commonly known as 490 Broadway Avenue; and

WHEREAS, on May 18, 2023, the City Council of the City of Seaside held a public hearing to consider approving the request for the retail sales of fireworks for the Seaside Aquatics Club from June 28th through July 5th, 2023; and

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 18th day of May, 2023, by the following vote:

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

APPROVED:

ATTEST:

Ian N. Oglesby, Mayor

Dominique L. Davis, City Clerk

EXHIBIT A

USE AGREEMENT

THIS AGREEMENT is entered into this 18th day of May, 2023, by and between the City of Seaside, a municipal corporation, hereinafter referred to as “CITY,” and the Seaside Aquatics Club, a non-profit organization, hereinafter referred to as “TENANT.”

1. PREMISES

The City authorizes the TENANT to use a portion of the land known as Assessor’s Parcel Number 011-301- 002, located at 490 Broadway Avenue, hereafter the “PREMISES” as shown on the attached site plan (Attachment 1).

2. TERM OF AGREEMENT

The parties hereto agree that the TENANT shall have exclusive use of the PREMISES from June 28 to July 5, 2023. TENANT may make use of onsite parking not included as part of the PREMISES, provided that said use is non-exclusive and shall be upon the same terms and conditions applicable to the general public.

3. INSURANCE

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

4. INDEMNITY

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

5. CONDITIONS OF USE

Use of said PREMISES is subject to the following terms and conditions:

- (a) All temporary signs, banners, fencing and other materials used in connection with the Fireworks sales shall remain within the boundaries of the PREMISES and not encroach into a public right-of-way.
- (b) The subject property shall be cleared of all litter and Fireworks merchandise refuse materials at least once a day throughout the approved event. The subject property shall be completely cleared of litter and ancillary equipment at the end of the event.
- (c) Prior to beginning Fireworks sales, the TENANT must receive approval of a final inspection with the Fire Marshal.
- (d) Prior to installation of any temporary lights, the TENANT shall obtain approval of any and all required building permits, including electrical permits, prior to installation.
- (e) Tenant shall operate so that the maximum feasible number of onsite parking stalls remain accessible to the public. No structure shall be located outside of the PREMISES.

6. UTILITIES

The TENANT shall be solely responsible for all utilities furnished to said PREMISES.

7. RESPONSIBILITY FOR PREMISES

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

8. COMPLIANCE WITH LAWS

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

9. TERMINATION

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

10. LEGAL ACTION

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

11. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the TENANT and the CITY. No term, provision or condition of this Agreement may be altered or amended, nor may any term, provision or condition be added to this Agreement, except by a written amendment be executed by both the TENANT and the CITY.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the 18th day of May, 2023.

City of Seaside

Tenant (Non-Profit Group)

Jaime M. Fontes, CITY MANAGER

Seaside Aquatics Club
(Name of Organization)

Print Name/Title

Signature

ATTACHMENT:

1. Attachment 1- Site Plan

Attachment 1

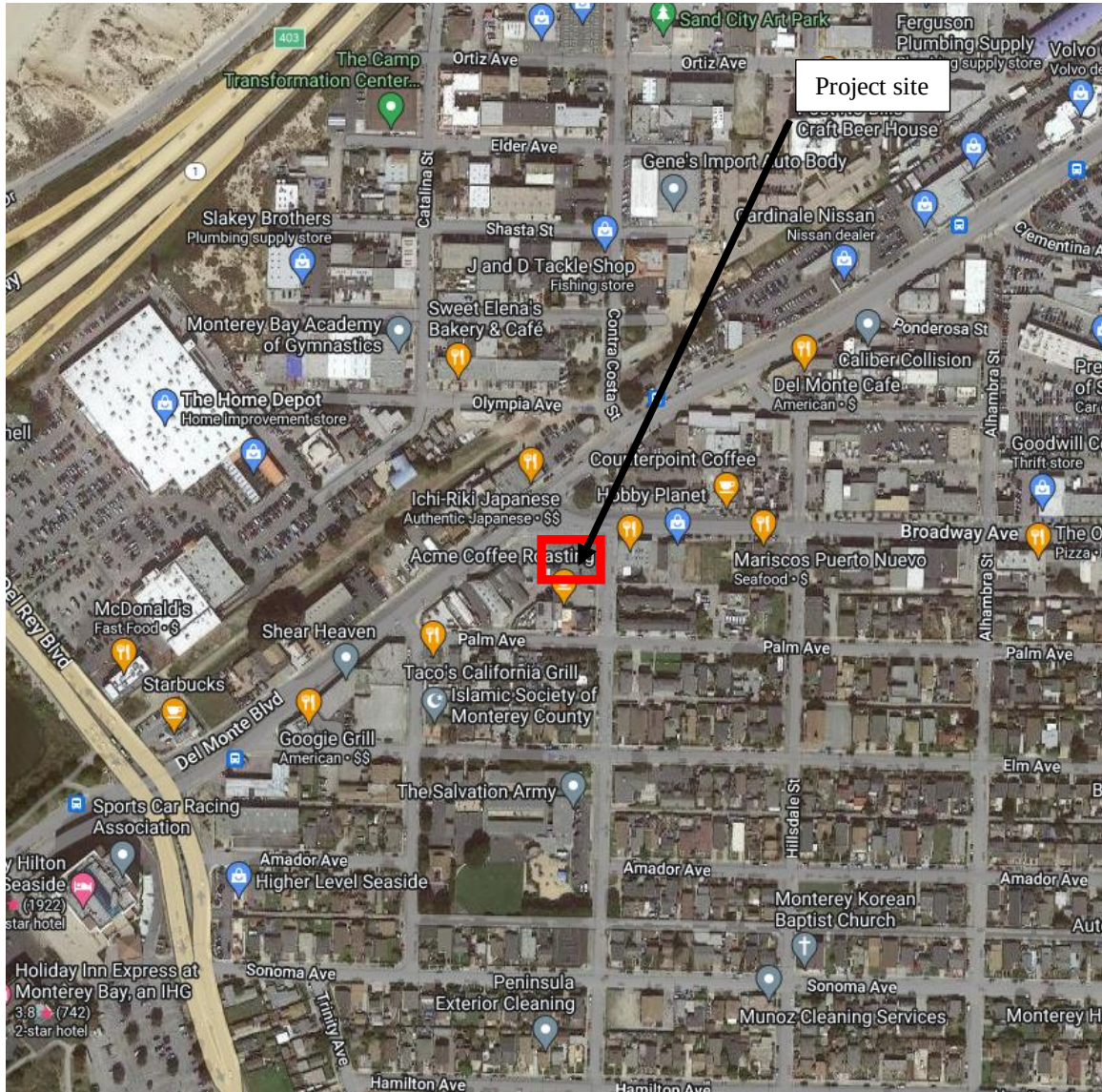
Site Plan



Attachment 2

Location Map

Project Site: 490 Broadway Avenue



Attachment 3

Letter of Request

Seaside Aquatic Club

P.O. Box 950

Seaside, CA 93955

March 8, 2023

Chief Mary Gutierrez
Seaside Fire Department
Seaside, CA 93955

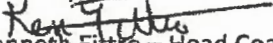
To Whom it May Concern:

The Seaside Aquatic Club is a non-profit organization that has served the City of Seaside and local communities for over twenty-five years. Our main fundraiser each year is the annual Fireworks Booth that has been located on the parking lot on Broadway and Del Monte in Seaside for the last three years.

We are once again requesting a fee waiver to use this property for fireworks sales the week before the Fourth of July. Each year we follow all rules and regulations related to fireworks sales and work closely with the local businesses surrounding the parking lot in order to be as unobtrusive as possible and good stewards of the property.

I appreciate any assistance in this process that you can give us. Attached is a completed application and a check for fees will be forthcoming. If you need any further information, please do not hesitate to contact me.

Sincerely,


Kenneth Fittro – Head Coach

backstrider@aol.com

(831) 402-0312

Seaside Aquatics Club – The Dolphins

Seaside Aquatic Club – The Dolphins

POB 950

Seaside, CA 93955

April 3, 2023

Chief Mary Guttierrez
Seaside Fire Department
Seaside, CA 93955

To Whom it May Concern:

Attached is a copy of the Fireworks Application and documents needed to receive a fireworks permit. The original application, letter of intent and check for all fees were sent to you on March 8. We have since received the Retail Fireworks License Application, Certificate of Liability Insurance and Franchise Tax Board Letter and Seller's Permit which are enclosed.

If you need anything further or have any questions, please do not hesitate to contact me.

Thank you for your assistance.

Sincerely,


Kenneth Fittro – Head Coach

backstrider@aol.com (831)402-0312

FW:23-01



**CITY OF SEASIDE FIRE DEPARTMENT
APPLICATION FOR PERMIT TO SELL FIREWORKS**

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

Submit Completed Application to:

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

Check the box that applies:

☒ **Grandfather Status**

☐ **Lottery**

PLEASE PRINT OR TYPE

NAME OF ORGANIZATION:

Seaside Aquatic Club - The Dolphins

ORGANIZATION'S PHYSICAL ADDRESS:

1513 Hilky
Seaside, CA 93955

MAILING ADDRESS:

P.O. Box 950

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

EMAIL ADDRESS:

backstrider@aol.com

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

PURPOSE OF ORGANIZATION:

Swim Team for Youth

ORGANIZATION'S PRINCIPAL OFFICERS:

NAME: Kenneth Fittro TITLE: President
NAME: Mary Tanner TITLE: Treasurer
NAME: Tina Cieri TITLE: Secretary

PRIMARY CONTACT:

NAME: Kenneth Fittro PHONE: (831) 402-0312

ADDRESS: P.O. Box 950, Seaside, CA 93955

DATE ESTABLISHED IN SEASIDE: 1993

TAX EXEMPT STATUS: _____

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

PROPOSED STAND LOCATION: Broadway and Del Monte
Parking lot.

STAND LOCATION PROPERTY OWNER:

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

ADDRESS: 440 Harcourt Ave., Seaside, CA 93958

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

DATE SALES TO BEGIN: 6/28/23 DATE SALES TO END: 7/4/23

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

FIREWORKS SUPPLIER:

NAME OF SUPPLIER: TNT Fireworks

ADDRESS: 8151 Power Ridge Rd., Sacramento, CA

CONTACT PERSON: NAME: Milton Broussard PHONE: (916) 704-3471

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

YES _____ NO X Pending

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

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

SIGNATURE: Kenneth Fittro DATE: 3/10/23

APPLICATION SUBMITTED BY:

NAME: Kenneth Fittro PHONE: (831) 402-0312

ADDRESS: P.O. Box 950, Seaside, CA 93955

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

SIGNATURE: Kenneth Fittro DATE: 3/10/23

OFFICIAL USE ONLY

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

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

TOTAL: \$382.00

Receipt # _____

TOTAL AMOUNT RECEIVED: \$382 **Received by:** Rosalinda B. Chavez

Application Received:

Date: 3/13/23 *Time:* Via Mail

Received by:

Name: [Signature] *Title:* Admin. Assistant

This is not the updated application
Fiscal year 22/23 fee went up
to \$406.00



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257 0547

Entity Status Letter

Date: 1/6/2023

ESL ID: 8520567741

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 2423555

Entity Name: SEASIDE AQUATICS CLUB INC.

- ☒ 1. The entity is in good standing with the Franchise Tax Board.
- ☐ 2. The entity is not in good standing with the Franchise Tax Board.
- ☒ 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 d.
- ☐ 4. We do not have current information about the entity.
- ☐ 5. The entity was administratively dissolved/cancelled on through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revival may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: ftb.ca.gov
Phone: 800-852-6711 from 7 a.m. to 6 p.m. weekdays, except state holidays
916-845-6500 from outside the United States

California

Relay Service: 711 or 800-735-2020 (For persons with hearing or speech impairments)

FTB 4203A WED (REV 12-2018)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date FEB 06 1983

SEASIDE AQUATICS CLUB INC
PO BOX 950
SEASIDE, CA 93955

Employer Identification Number:
77-0474015
DLN:
17053234021022
Contact Person:
RAYMOND WILKES ID# 751051
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

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

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

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

As of January 1, 1964, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

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

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

Letter 947 (DO/CG)

SEASIDE AQUATICS CLUB INC

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

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

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

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

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

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

Letter 947 (DO/CG)

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



ACCOUNT NUMBER

09/01/2016 SR GIC 102-970978

SEASIDE AQUATICS CLUB INC
1513 WALBY AVE
SEASIDE, CA 93955-8007

NOTICE TO PERMITTEE:
You are required to display this permit and Sales and Use Tax permit on your business. This permit does not allow you to be exempt.

THIS PERMIT IS VALID ONLY AT THE ADDRESS AND FOR THE BUSINESS OF THE PERMITTEE. IT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR CHANGE OF A PART OF THE BUSINESS, YOU MUST NOTIFY THE BOE WITHIN 15 DAYS OF THE CHANGE.

THIS PERMIT IS VALID WITHIN THE STATE OF CALIFORNIA AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR CHANGE OF A PART OF THE BUSINESS, YOU MUST NOTIFY THE BOE WITHIN 15 DAYS OF THE CHANGE.

Not valid in any other address

For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711). For information on your rights, contact the Taxpayers' Rights Advocate office at 1-888-324-2798 or 1-816-324-2798.

BOE-447-R REV. 10/11-14

A MESSAGE TO OUR NEW PERMIT HOLDER

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

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

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

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

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for at least three years, and make them available for inspection by a BOE representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a BOE office, or giving it to a BOE representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the BOE, please contact the Taxpayers' Rights Advocate office for help by calling toll-free 1-888-324-2798 or 1-816-324-2798. Their fax number is 1-816-323-3119.

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

CALIFORNIA STATE BOARD OF EQUALIZATION
Sales and Use Tax Department



CERTIFICATE OF LIABILITY INSURANCE

11/1/2023

DATE (MM/DD/YYYY)

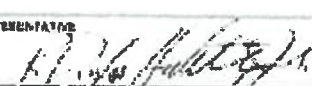
11/1/2022

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

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

PRODUCER Lackton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30307 (404) 460 3000	CONTACT NAME: PHONE: FAX: E-MAIL: ADDRESS:
INSURED 1359683 American Promotional Events, Inc. DRA TNT Networks, Inc. 585 North Gilbert Avenue Fullerton CA 92633	INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Company INSURER B: Arch Specialty Insurance Company INSURER C: INSURER D: INSURER E:

COVERAGES		CERTIFICATE NUMBER: 16756724		REVISION NUMBER: XXXXXXX	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR	TYPE OF INSURANCE	ADD. SUBR.	POLICY NUMBER	POLICY EFF.	POLICY EXP.
A	COMMERCIAL GENERAL LIABILITY CLAIMS MADE: ☒ OTHER: ☐ GENERAL AGGREGATE LIMIT: ☐ PER OCCASION: ☒ PER YEAR: ☐ OTHER: ☐	Y	N/A	11/1/2022	11/1/2023
				LIMITS	
				EACH OCCURRENCE: \$ 1,000,000	
				DAMAGE TO CONTENTS: \$ 500,000	
				MED. EXP. (per person): \$ 5,000	
				PERSONAL & AD. INJURY: \$ 1,000,000	
				EXTERNAL AGGREGATE: \$ 2,000,000	
				PRODUCTS - COMPLETED: \$ 2,000,000	
AUTOMOBILE LIABILITY RVS: AUTO: ☐ OWNED: ☐ SCHEDULED: ☐ AUTO ONLY: ☐ ALL: ☐ HOLD: ☐ NON-OWNED: ☐ AUTO ONLY: ☐ ALL: ☐				NOT APPLICABLE	
				COVERED VEHICLE(S) VEHICLE: ☐ TRUCK: ☐ VEHICLE: ☐ TRUCK: ☐ VEHICLE: ☐ TRUCK: ☐ VEHICLE: ☐ TRUCK: ☐ VEHICLE: ☐ TRUCK: ☐	
B	UMBRELLA LIAB EXCESS LIAB: ☒ CLAIMS MADE: ☐ LEO: ☐ INTENTIONS: ☐	Y	N/A	11/1/2022	11/1/2023
				LIMITS	
				EACH OCCURRENCE: \$ 5,000,000	
				AGGREGATE: \$ 5,000,000	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY/ALL/NOT/WHOLE/LESS THAN 1% OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) Spec. Description of Employment: ☐				NOT APPLICABLE	
				LIMITS	
				L1. EACH ACCIDENT: \$ XXXXXXX	
				L2. DISEASE - EA EMPLOYEE: \$ XXXXXXX	
				L3. DISEASE - ALL EMPLOYEES: \$ XXXXXXX	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (AGENCY 121, Additional Remarks Schedule, may be attached if more space is required) Additional Insured: Property located at the lot located at Highway 16 Beltsville Blvd, Seaside, CA 93955 (not NALBET) Service Locations: The City of Seaside, and its employees. The above listed Additional Insured respects to General Liability policy as required by contract subject to policy terms, conditions and exclusions.					

CERTIFICATE HOLDER 16756724 The City of Seaside 440 Harcourt Ave Seaside CA 93955	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

ACORD 25 (2016/03)

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STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RETAIL FIREWORKS LICENSE APPLICATION
FWX-15 (REV 12/18)

Complete and return all copies to the Office of State Fire Marshal with the required fee of \$50.00 made payable to "CAL FIRE". Applications must be received prior to June 15th of the current year.

Fire Engineering
Office of the State Fire Marshal
PO Box 944246, Sacramento, CA
95844-2460
916/568-2948

LICENSEE INFORMATION

Name (Last, First): Broussard, Milton	Phone Number
Mailing Address (Street Address, City, CA, Zip): 8151 POWER RIDGE ROAD, SACRAMENTO, CA, 95826	
Local Contact Person and Phone Number (if different from licensee above): Milton Broussard, (916) 704-3473	

STAND INFORMATION

Group Name: Seaside Aquatic Club
Physical Address (Street Address, City, CA, Zip): 498 Broadway, Seaside, CA, 93955
County of Stand Location: Monterey

WHOLE SALE FIREWORK VENDOR INFORMATION

Business Name: AMERICAN PROMOTIONAL EVENTS WEST	License No: W 1081
Contact Name: Broussard, Milton	Phone Number: 9167043473

FIRE AUTHORITY HAVING JURISDICTION

Fire Department: Seaside Fire Dept.
Physical Address (Street Address, City, CA, Zip): 1625 Broadway Ave., Seaside, CA, 93955

CAL Fire Validation No. 2781 Valid Through 06/28/2023-07/06/2023

01/11/2023

Signature of Fireworks Program Coordinator	Signature of Licensee	Date
--	-----------------------	------

-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to the organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority, having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, June 28th to NOON, July 6th, of the year indicated. **NOTE:** Retail licensees are required to be at least 21 years of age, employees of fireworks stand must be at least 18 and fireworks may not be sold to anyone under age of 16

For CAL FIRE DAO Use Only: Index-5942, PCA-59420, Source Code- 4129400

Seaside Aquatics Club, Inc.
The Dolphins
PO Box 950
Seaside, CA 93955

THE MECHANICS BANK
1658 Fremont Blvd.
Seaside, CA 93955
800-842-8222
90-00071211

9593

3/11/2023

PAY TO THE
ORDER OF City of Seaside

\$ **382.00

Three Hundred Eighty-Two and 00/100*****

DOLLARS

City of Seaside
986 Hilby Ave
Seaside, CA 93955



Mary N. [Signature]
AUTHORIZED SIGNATURE

MEMO

Seaside Aquatics Club, Inc. The Dolphins

9593

City of Seaside

3/11/2023

Fireworks Booth

382.00

Fiscal year 2023
Went up \$24.00 to \$406.00

* Will bring the rest of the payment
in

CHECKING- RABOB

382.00

**City of Seaside
Fire Department
Fireworks Application Checklist**

- ✓ ☒ Completed "City of Seaside Fire Department Application for Permit to Sell Fireworks"
mailed to Chief Gutierrez with application and letter of intent
- ✓ ☒ Proof of Non-Profit Status (Domestic Non-Profit Status from the Secretary of State, IRS 501(c) (3) certification)
mailed with application
- ✓ ☒ Letter of Permission from property owner where fireworks stand will be located granting approval for stand to be placed on the property.
letter to City of Seaside mailed with application to Chief Gutierrez
- ✓ ☒ Copy of Temporary Sales Permit from the California Board of Equalization.
mailed to chief Gutierrez on April 3
- ✓ ☒ Copy of Certificate of Insurance listing the City of Seaside as an additional insured in accordance with the provisions outlined in the "City of Seaside Policy Relating to the Sale and Use of 'Safe and Sane' Fireworks".
mailed to Chief Gutierrez
- ✓ ☒ Copy of the State Fire Marshal - Fireworks Retail License, if available. (Original license must be available for inspection at the time the permit for sales is issued)
mailed to Chief Gutierrez on April 3
- ✓ ☒ Total payment of fees (per Adopted Fee Schedule) made payable to the: **City of Seaside. (FY 22-23 total: \$406.00)**
check sent to Mary Gutierrez with application

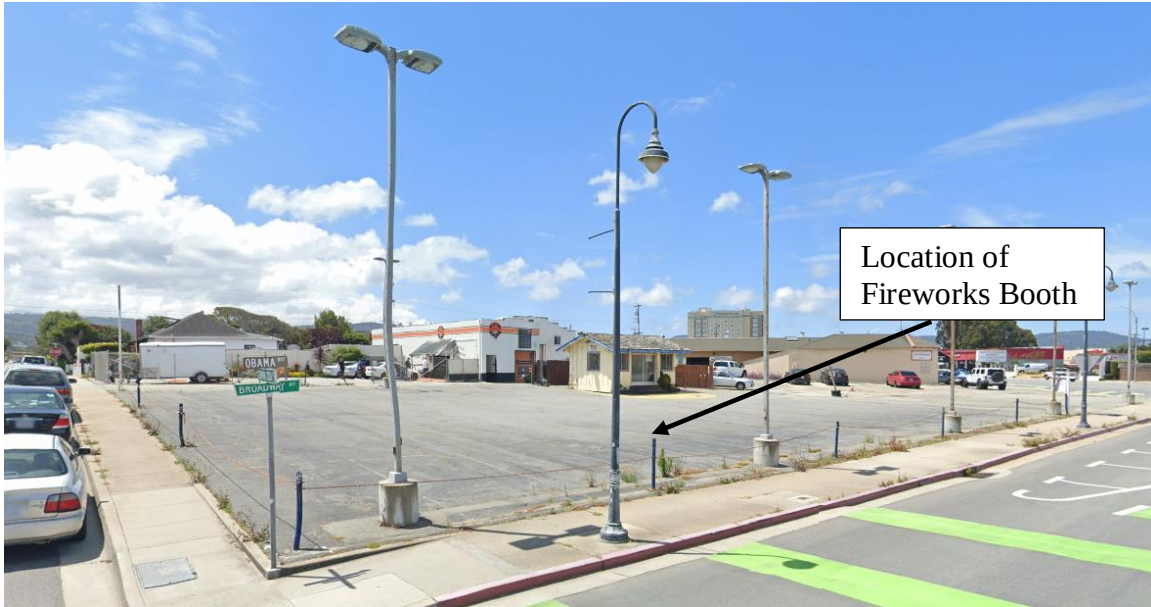
Attachment 4

Site Plan

Project Site: 490 Broadway Avenue



Attachment 5 Site Photos



View from corner of Contra Costa Street and Broadway Avenue



View from Contra Costa Street



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager
Laura Calata, Administrative Analyst

DATE: May 18, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A USE AGREEMENT WITH THE VILLAGE PROJECT INC.
FOR A FIREWORKS BOOTH ON A CITY-OWNED PROPERTY
LOCATED AT 1271 CANYON DEL REY BOULEVARD**

RECOMMENDATION

Approve the request and authorize the City Manager to execute a Use Agreement with The Village Project Inc. in accordance with the draft resolution.

BACKGROUND

The Village Project Inc. has been conducting an annual fireworks fundraiser for many years at the Home Depot parking lot at 1590 Canyon Del Rey Boulevard; however, they are no longer able to operate at that location. The Village Project Inc. is requesting to use a portion of City-owned property located at 1271 Canyon Del Rey Boulevard. City Council approved the purchase of 1271 Canyon Del Rey Boulevard during the December 21, 2022 Council Meeting and has since acquired the property. The applicant is seeking permission from the City as property owner to utilize this location for their sales. The applicant's letter of request and supporting non-profit status information are provided as Attachment 3. The Village Project has an extensive record of operating sales at their prior location with no negative comments related to their sale of fireworks.

The sale of permitted fireworks will occur from June 28th through July 5th. The site plan of the fireworks sales area is provided as Attachment 4. The fireworks booth will measure approximately 12 feet wide by 20 feet in length. Set-up and breakdown of the event would occur between June 20th and July 8th, 2023. Additionally, a 12 foot by 20 foot metal storage container would be placed near the fireworks booth for the storage of fireworks being sold on-site in accordance with State Law. The sales hours will

generally occur between 10 am and 10 pm daily. Site photographs of the Fireworks Sales Area are provided as Attachment 5. The nearest residential properties are located 60 feet to the east with the residential property being buffered by four lanes of Canyon Del Rey Boulevard. This distance also exceed the minimum distance of 30 feet required from adjacent buildings. Prior to receiving a clearance from the Fire Marshal to begin selling, the fireworks vendor would be responsible for providing the required Certificate of Insurance naming the City of Seaside as additional insured for \$2,000,000.00 per occurrence and \$4,000,000.00 as an aggregate minimum.

FISCAL IMPACT

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

ATTACHMENTS

1. Resolution
2. Location Map
3. Letter of Request
4. Site Plan
5. Site Photo

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

**AUTHORIZING THE CITY MANAGER TO EXECUTE A USE AGREEMENT
WITH THE VILLAGE PROJECT INC. FOR A FIREWORKS BOOTH ON A
CITY-OWNED PROPERTY LOCATED AT 1271 CANYON DEL REY
BOULEVARD**

WHEREAS, The Village Project, Inc., a non-profit organization , filed a request for the placement of a fireworks booth and sales of fireworks at a portion of parcel APNs 011-371-005 and 011-371-022, more commonly known as 1271 Canyon del Rey Boulevard; and

WHEREAS, on May 18, 2023, the City Council of the City of Seaside held a public hearing to consider approving the request for the retail sales of fireworks for The Village Project Inc. from June 28th through July 5th, 2023; and

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 18th day of May, 2023, by the following vote:

YES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

APPROVED:

ATTEST:

Ian N. Oglesby, Mayor

Dominique L. Davis, City Clerk

EXHIBIT A

USE AGREEMENT

THIS AGREEMENT is entered into this 18th day of May, 2023, by and between the City of Seaside, a municipal corporation, hereinafter referred to as “CITY” and The Village Project Inc., a non-profit organization, hereinafter referred to as “TENANT.”

1. PREMISES

The CITY authorizes the TENANT to use a portion of the land known as Assessor’s Parcel Numbers 011-371-005 and 011-371-022, located at 1271 Canyon del Rey Boulevard, hereafter the “PREMISES” shown on the attached site plan (Attachment 1).

2. TERM OF AGREEMENT

The parties hereto agree that the TENANT shall have exclusive use of the PREMISES herein described from June 28 to July 5, 2023.

3. INSURANCE

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

4. INDEMNITY

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

duty to inspect the site for potential hazards; correct any hazards discovered and warn participants of any potential for hazards.

5. CONDITIONS OF USE

Use of said PREMISES is subject to the following terms and conditions:

(a) All temporary signs, banners, fencing and other materials used in connection with the Fireworks sales shall remain within the boundaries of the PREMISES and not encroach into a public right-of-way.

(b) The subject property shall be cleared of all litter and Fireworks merchandise refuse materials at least once a day throughout the approved event. The subject property shall be completely cleared of litter and ancillary equipment at the end of the event.

(c) Prior to beginning Fireworks sales, the TENANT must receive approval of a final inspection with the Fire Marshal.

(d) Prior to installation of any temporary lights, the TENANT shall obtain approval of any and all required building permits, including electrical permits, prior to installation.

6. UTILITIES

The TENANT shall be solely responsible for all utilities furnished to said PREMISES.

7. RESPONSIBILITY FOR PREMISES

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

8. COMPLIANCE WITH LAWS

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

9. TERMINATION

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

10. LEGAL ACTION

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

11. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the TENANT and the CITY. No term, provision or condition of this Agreement may be altered or amended, nor may any term, provision or condition be added to this Agreement, except by a written amendment be executed by both the TENANT and the CITY.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the 18th day of May, 2023.

City of Seaside

Tenant (Non-Profit Group)

Jaime M. Fontes, CITY MANAGER

The Village Project, Inc.
(Name of Organization)

Print Name/Title

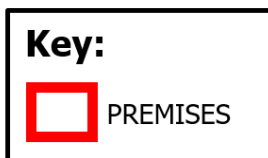
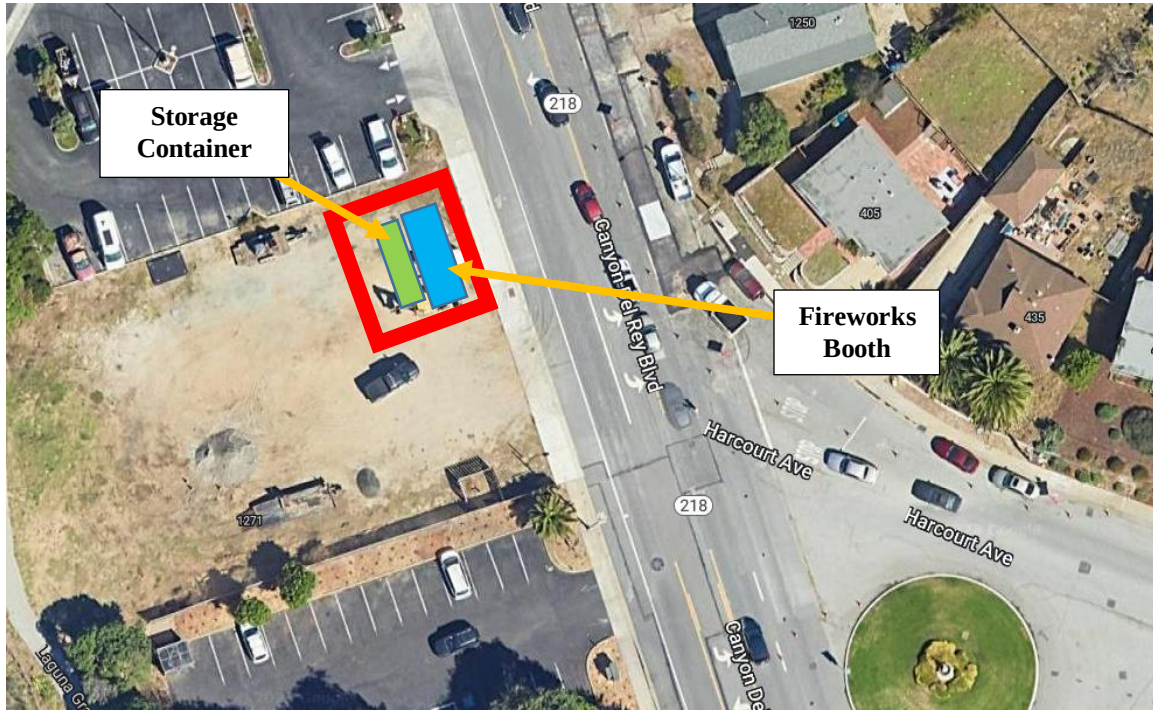
Signature

ATTACHMENT:

1. Attachment 1- Site Plan

Attachment 1

Site Plan



Attachment 2

Location Map

Project Site: 1271 Canyon Del Rey Boulevard



Attachment 3 - Letter of Request



Boa Me Na Me Mmoa Wo
Help Me and Let Me Help You

The Village Project, Inc.

1069 Broadway Ave • P.O. Box 127 • Seaside, CA 93955

Telephone: (831) 392-1500 • Fax: (831) 392-1501

www.villageprojectinc.org

BOARD OF DIRECTORS

Charles Brown
Chair

April 11, 2023

Karyn Johnson
Vice Chair

Jeanette Walton
Secretary

Shira Diallo
Treasurer

Ebony Glover
Member

Rev. Dr. E.B. Jones
Member

John Johnson
Member

City of Seaside

Attn: City Manager Jaime Fontes

440 Harcourt Ave.

Seaside, CA 93955

Dear Jaime Fontes,

I was informed that the vacant lot at 1271 Del Rey (next to Chili's Grill & Bar) is available for use. I am writing to request that our organization, The Village Project, inc., be able to use that lot for our fireworks booth this year. We are no longer able to use the parking lot at Home Depot in Seaside, which we have used for many years.

ADMINISTRATIVE STAFF

Stacie Andrews, MSW
Executive Director

Mel Mason, MSW, LCSW
Co-Founder, Clinical Director

Regina Mason, ACSW
Co-Founder, Special Projects Manager

Monica Mapp
Operations Manager

Crystal Andon
Associate Director of Community Engagement

If you have any questions, please call me.

Thank you in advance.

Monica Mapp-Smith

Monica MappSmith
Operations Manager

Wk:831-392-1500

Cell:831-521-6300

ADVISORY COUNCIL

Deb Busman

Caroline Haskell

Debbie Anthony



**CITY OF SEASIDE FIRE DEPARTMENT
APPLICATION FOR PERMIT TO SELL FIREWORKS**

**APPLICATION MUST BE RECEIVED NO LATER THAN 4:00PM ON THE LAST
BUSINESS DAY OF APRIL
NO EXCEPTIONS!**

Submit Completed Application to:

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



Check the box that applies:

☒ **Grandfather Status**



☒ **Lottery**

PLEASE PRINT OR TYPE

NAME OF ORGANIZATION:

The Village Project, Inc.

ORGANIZATION'S PHYSICAL ADDRESS:

*1069 Broadway Ave. Suite 207
Seaside, CA 93955*

MAILING ADDRESS:

PO Box 127 Seaside, CA 93955

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

EMAIL ADDRESS:

stacie@villageprojectinc.org and norica@villageprojectinc.org

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

PURPOSE OF ORGANIZATION:

The Village Project, Inc. provides vulnerable
adults, children, and families from historically underserved communities
in Monterey County with culturally appropriate services, educational support,
and social advocacy so that they become ~~better~~ self-sufficient, self-directed,
ORGANIZATION'S PRINCIPAL OFFICERS: and self-determining members of the
community

NAME: Stacie Andrews

TITLE: Executive Director

NAME: Mel Mason

TITLE: Clinical Director / Co-founder

NAME: Monica Mapp-Smith

TITLE: Operations Manager

PRIMARY CONTACT:

NAME: Monica Mapp-Smith

PHONE: 931-392-1500

ADDRESS:

1069 Broadway Ave Suite 201 Seaside, CA 93955

DATE ESTABLISHED IN SEASIDE: May 14, 2009

TAX EXEMPT STATUS: 501(c)3

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

PROPOSED STAND LOCATION: lot 1271 Canyon Del Rey

STAND LOCATION PROPERTY OWNER:

NAME: City of Seaside

PHONE: 931-899-4700

ADDRESS: 440 Harcourt Ave.

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

DATE SALES TO BEGIN: 4/20/23

DATE SALES TO END: 7/4/23

Fireworks may only be sold from noon on June 28th until 10:00pm on July 5th and only between the hours of 9:00 AM and 10:00 PM.

FIREWORKS SUPPLIER:

NAME OF SUPPLIER: TNT

ADDRESS: 0151 Powerline Pkge Sacramento, CA 95826

CONTACT PERSON: NAME: Milton Drouillard **PHONE:** 916 704 3473

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

YES _____ **NO** ☒

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

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

SIGNATURE: Grace Andrews **DATE:** 4-11-2023

APPLICATION SUBMITTED BY:

NAME: Monica Mayp **PHONE:** (831) 392-1500

ADDRESS: 1069 Broadway Ave. Seaside, CA 93955

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

SIGNATURE: Monica Mayp **DATE:** 4/11/23

OFFICIAL USE ONLY

Application Fee (per Adopted Fee Schedule): \$203.00

Fire Department Inspection Fee (per Adopted Fee Schedule): \$203.00

TOTAL: \$406.00

Receipt # _____

TOTAL AMOUNT RECEIVED: \$406.00

Received by: P.B.C.

Application Received:

Date: 4/24/23

Time: 1:13pm

Received by:

Name: P.B.C.

Title: Admin Assistant

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

SEP 09 2008

Date:

THE VILLAGE PROJECT INC
C/O MEL MASON
1069 BROADWAY AVE
SEASIDE, CA 93955

Employer Identification Number:
61-1562515
DLN:
17053190321048
Contact Person:
KIM NGUYEN ID# 31525
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 14, 2008
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
June 30, 2012
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

THE VILLAGE PROJECT INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in dark ink, appearing to read "Robert Choi", written in a cursive style.

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC
Statute Extension

Letter 1045 (DO/CG)



April 3, 2023

Yevonne Costa
California State Fire Marshal - Fireworks Division
2251 Harvard Street
Sacramento, CA 95815

Yevonne:

The following group(s) has a change of location. I have included a copy of the permit as originally filed and a copy showing the correction.

License #-2782 The Village Project INC
Original Address:
1391 Fremont Blvd.
Seaside, CA 93955
New Address:
1271 Canyon Del Rey Blvd.
Seaside, CA 93955

Fire Department: Seaside Fire Department
1635 Broadway
Seaside, CA 93955

If I can answer any questions, please call me at (916) 704-3473.

Sincerely,

A handwritten signature in black ink that reads "Milton D. Broussard". The signature is written in a cursive style with a large, stylized "M" and "B".

Milton Broussard- Area Manager

American Promotional Events, INC- West/ TNT Fireworks
8151 Power Ridge Road, Sacramento, CA 95826
Cell- (916) 704-3473 Fax (916) 386-0745
www.tntfireworks.com

DISPLAY THIS PERMIT CONSPICUOUSLY AT THE PLACE OF BUSINESS FOR WHICH IT IS ISSUED

**CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
TEMPORARY SELLER'S PERMIT**



PERMIT NUMBER

216458016 - 00001

THE VILLAGE PROJECT, INC.
THE VILLAGE PROJECT INC.
1069 BROADWAY AVE STE 201
SEASIDE CA 93955-4995

EFFECTIVE DATE:

June 28, 2023 thru July 5, 2023

IS HEREBY AUTHORIZED TO ENGAGE IN THE BUSINESS OF
SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE
LOCATION.

YOU ARE REQUIRED TO OBEY ALL FEDERAL AND
STATE LAWS THAT REGULATE OR CONTROL
YOUR BUSINESS. THIS PERMIT DOES NOT ALLOW
YOU TO DO OTHERWISE.

PLEASE RETAIN THIS DOCUMENT FOR YOUR
RECORDS.

THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.
FOR GENERAL TAX QUESTIONS, PLEASE CALL OUR CUSTOMER SERVICE CENTER AT 1-800-400-7115 (CRS:711).
FOR INFORMATION ON YOUR RIGHTS, CONTACT THE TAXPAYERS' RIGHTS ADVOCATE OFFICE AT 1-888-324-2798.

CDTFA-442-ST REV. 8 (2-22)

A MESSAGE TO OUR PERMIT HOLDER

As a permittee, you have certain rights and responsibilities under the Sales and Use Tax Law. For assistance, we offer the following resources:

- Our website at www.cdtfa.ca.gov.
- Our toll-free Customer Service Center at 1-800-400-7115 (CRS:711). Customer service representatives are available Monday through Friday from 7:30 a.m. to 5:00 p.m. (Pacific time), except state holidays.

As a permittee, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a California Department of Tax and Fee Administration (CDTFA) representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes.

You must notify us if you are buying, selling, adding a location, or discontinuing your business; adding or dropping a partner, officer, or member; or when you are moving any or all of your business locations. This permit is valid only for the owner specified on the permit. A person who obtains a permit and ceases to do business, or never commenced business, shall surrender their permit by immediately notifying CDTFA in writing at this address: California Department of Tax and Fee Administration, Field Operations Division, P.O. Box 942879, Sacramento, CA 94279-0047. You may also surrender the permit to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling 1-888-324-2798 or by faxing 1-916-323-3319.

As authorized by law, information provided by an applicant for a permit may be disclosed to other government agencies.



CERTIFICATE OF LIABILITY INSURANCE

11/1/2023

DATE (MM/DD/YYYY)

4/3/2023

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

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

PRODUCER Lockton Companies
3280 Peachtree Road NE, Suite #250
Atlanta GA 30305
(404) 460-3600

CONTACT NAME:
PHONE (A/C, H/O, F/O):
E-MAIL:
ADDRESS:

FAX:
EAC, H/O:

INSURER(S) AFFORDED COVERAGE

NAIC #

INSURER A: Everest Indemnity Insurance Company

10851

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED 1359629 American Promotional Events, Inc.
DBA TNT Fireworks, Inc.
555 North Gilbert Avenue
Fullerton CA 92833

COVERAGES

CERTIFICATE NUMBER: 19474876

REVISION NUMBER: XXXXXXXX

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

INSURER LTR	TYPE OF INSURANCE		ADDITIONAL INSURED (YES/ NO)	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS	
A	☒	COMMERCIAL GENERAL LIABILITY	Y	N	S18GL00242221	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☐	CLAIMS-MADE ☒ OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	☐	POLICY ☐ PRO-JECT ☒ LOC						
	OTHER:							
	AUTOMOBILE LIABILITY				NOT APPLICABLE			COMBINED SINGLE LIMIT (Per accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	☐	ANY AUTO						
	☐	OWNED AUTOS ONLY	☐					
	☐	HIRED AUTOS ONLY	☐					
	☐	SCHEDULED AUTOS	☐					
	☐	NON-OWNED AUTOS ONLY	☐					
	☐	UMBRELLA LIAB	☐		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	☐	EXCESS LIAB	☐					
	☐	DED	☐					
	☐	RETENTION \$	☐					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N		NOT APPLICABLE			PER STATUTE ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		☐	N/A				E.L. EACH ACCIDENT \$ XXXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX
								E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: The property located at 1271 Canyon Del Rey Blvd, Seaside, CA 93955 (Loc# CNM5810). The Village Project INC. / The City of Seaside, and/or volunteers / The above listed are Additional Insured with respect to the General Liability Policy as required by written contract subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

19474876
City of Seaside
440 Harcourt Ave
Seaside CA 93955

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RETAIL FIREWORKS LICENSE APPLICATION
FWX-15 (REV. 12/18)

Complete and return all copies to the Office of State Fire Marshal with the required fee of \$50.00 made payable to "CAL FIRE". **Applications must be received prior to June 15th of the current year.**

Fire Engineering
Office of the State Fire Marshal
PO Box 944246, Sacramento, CA
94244-2460
(916) 568-2948

LICENSEE INFORMATION

Name (Last, First): Broussard, Milton	Phone Number:
Mailing Address (Street Address, City, CA, Zip): 8151 POWER RIDGE ROAD, SACRAMENTO, CA, 95826	
Local Contact Person and Phone Number (if different from Licensee above): Milton Broussard, (916) 704-3473	

STAND INFORMATION

Group Name: The Village Project INC
Physical Address (Street Address, City, CA, Zip): 1391 Fremont Blvd., Seaside, CA, 93955
County of Stand Location: Monterey

WHOLE SALE FIREWORK VENDOR INFORMATION

Business Name: AMERICAN PROMOTIONAL EVENTS-WEST	License No.: W-1081
Contact Name: Broussard, Milton	Phone Number: 9167043473

FIRE AUTHORITY HAVING JURISDICTION

Fire Department: Seaside Fire Dept.
Physical Address (Street Address, City, CA, Zip): 1635 Broadway Ave., Seaside, CA, 93955

CAL Fire Validation No.
2782
Valid Through
06/28/2023-07/06/2023

01/11/2023

Signature of Fireworks Program Coordinator

Signature of Licensee

Date

-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to the organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, June 28th to NOON, July 6th, of the year indicated. **NOTE:** Retail licensees are required to be at least 21 years of age, employees of fireworks stand must be at least 18 and fireworks may not be sold to anyone under age of 16

For CAL FIRE DAO Use Only: Index-5942, PCA-59420, Source Code- 4129400

THE VILLAGE PROJECT, INC.

PO BOX 127
SEASIDE, CA 93955

WELLS FARGO BANK, NA
11-4289/1210

7625

4/14/2023

PAY TO THE
ORDER OF

City of Seaside

Four Hundred Six and 00/100*****

\$ **406.00

DOLLARS

City of Seaside

440 Harcourt Avenue
Seaside, CA 93955

Funds for Fireworks Booth 2023

MEMO



Moulay Maff



FW:23-Q

**City of Seaside
Fire Department
Fireworks Application Checklist**

- ☒ Completed "City of Seaside Fire Department Application for Permit to Sell Fireworks"
- ☒ Proof of Non-Profit Status (Domestic Non-Profit Status from the Secretary of State, IRS 501(c) (3) certification)
- ☐ Letter of Permission from property owner where fireworks stand will be located granting approval for stand to be placed on the property.
- ☒ Copy of Temporary Sales Permit from the California Board of Equalization. *waiting for C.C. approval*
- ☒ Copy of Certificate of Insurance listing the City of Seaside as an additional insured in accordance with the provisions outlined in the "City of Seaside Policy Relating to the Sale and Use of 'Safe and Sane' Fireworks".
- ☒ Copy of the State Fire Marshal – Fireworks Retail License, if available. (Original license must be available for inspection at the time the permit for sales is issued)
- ☒ Total payment of fees (*per Adopted Fee Schedule*) made payable to the: **City of Seaside. (FY 22-23 total: \$406.00)**

Attachment 4

Site Plan

Project Site: 1271 Canyon Del Rey Boulevard



Attachment 5 Site Photos





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: May 18, 2023

**SUBJECT: ADOPT A RESOLUTION APPROVING CLASSIFICATION
ADJUSTMENTS FOR THE POSITION OF ASSISTANT PUBLIC
WORKS DIRECTOR**

RECOMMENDATION

Adopt a resolution approving classification adjustments to the Assistant Public Works Director position.

BACKGROUND

The City's management team continually evaluates staffing and the City's organizational structure. The Assistant Public Works Director position is needed to enhance the City's ability to provide an appropriate counterpart to the Public Works Director/City Engineer to manage the duties of its role.

Civil engineering is a broad, professional engineering discipline that deals with design, construction, and maintenance of systems for water supply, sewage treatment, roads, buildings, and other specialties.

Historically, the Public Works Department has used civil, assistant and associate engineers to perform these duties. However, the growing demands of the City's projects require that the City pursue changes to the organizational structure that are more appropriately aligned with the proposed classification to meet the City's standards.

An internal salary study was conducted to include the Assistant Public Works Director, as this position was not included in the Citywide salary study that was conducted in May 2022.

Recently, the City conducted a successful recruitment for the Assistant Public Works

Director.

The attached salary study details the modification to the pay range.

FISCAL IMPACT

The hourly salary rate range is \$74.18 - \$90.17.

ATTACHMENTS

1. Salary Survey - Assistant Public Works Director
2. reso assist pw director

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

Salary Survey - Assistant Public Works Director

Agency	Title	Low End Range		High End Range	
Gilroy	Deputy Director- Public Works	\$	61.73	\$	82.31
Monterey County	Assistant Director of Public Works	\$	75.95	\$	103.74
San Jose	Deputy Director- Public Works	\$	56.20	\$	87.54
Santa Cruz	Assistant Director of Public Works	\$	71.50	\$	92.16
Watsonville	Assistant Director of Public Works	\$	63.49	\$	85.08
Average		\$	65.77	\$	90.17

Seaside	Assistant Public Works Director	\$	69.73	\$	84.76
---------	---------------------------------	----	-------	----	-------

Recommended Range:

Assistant Public Works Director	\$	74.18	\$	90.17
---------------------------------	----	-------	----	-------

Step 1	Step 2	Step 3	Step 4	Step 5
\$ 74.18	\$ 77.89	\$ 81.79	\$ 85.88	\$ 90.17

RESOLUTION NO. XXXX

**ADOPT A RESOLUTION APPROVING CLASSIFICATION ADJUSTMENTS FOR THE
POSITION OF ASSISTANT PUBLIC WORKS DIRECTOR**

WHEREAS, the City's Classification Plan of positions may be amended on recommendation of the City Manager and approval by the City Council; and

WHEREAS, The Assistant Public Works Director position is needed to enhance the City's ability to provide an appropriate counterpart to the Public Works Director/City Engineer to manage the duties of its role; and

WHEREAS, Civil engineering is a broad, professional engineering discipline that deals with design, construction, and maintenance of systems for water supply, sewage treatment, roads, buildings, and other specialties; and

WHEREAS, Historically, the Public Works Department has used civil, assistant and associate engineers to perform these duties. However, the growing demands of the City's projects require that the City pursue changes to the organizational structure that are more appropriately aligned with the proposed classification to meet the City's standards; and

WHEREAS, there is a need to modify the Salary Schedule to update the Assistant Public Works Director hourly rate range is \$74.18 - \$90.17; and

WHEREAS, the Finance Department is authorized to make any budget adjustments that are necessary as a result of this change.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby approve the modification to the Position Allocation List and Salary Schedule.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of May by the following vote:

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

Ian N. Oglesby, Mayor
City of Seaside

ATTEST:

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Jaime M. Fontes, City Manager

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

DATE: May 18, 2023

**SUBJECT: ADOPT A RESOLUTION APPROVING THE TRANSPORTATION
AGENCY FOR MONTEREY COUNTY (TAMC) AGREEMENT FOR
THE ALLOCATION OF FUNDING AS APPROVED BY THE TAMC
BOARD OF DIRECTORS**

RECOMMENDATION

Adopt a resolution approving an agreement between the Transportation Agency for Monterey County (TAMC) and the City of Seaside for the allocation of funding as approved by the Transportation Agency Board of Directors.

BACKGROUND

The Transportation Agency for Monterey County (TAMC) awarded the City of Seaside two hundred one thousand, three hundred forty-five dollars (\$201,345) for the Regional Surface Transportation Program (RSTP) Fair Share allocation at its March 22, 2023 meeting. The grant award is for a three-year period ending fiscal year 2026. TAMC submitted a Master Funding Agreement for the City's consideration. The Master Funding Agreement is attached as Attachment 1.

The City of Seaside and the Transportation Agency for Monterey County previously executed a Master Funding Agreement that covered the period June 2020 through June 2023.

The Master Funding Agreement with TAMC is designed to comply with a State requirement that TAMC enters into contracts with its member agencies for the reimbursement of Regional Surface Transportation Program funds. The Master

Funding Agreement details state requirements for several funding sources (Regional Surface Transportation Program, Transportation Development Act 2%, and Local Transportation Fund) and other fiscal provisions required to comply with state and federal regulations. The agreement also covers any Regional Development Impact Fees that are programmed for projects managed by local jurisdictions, requiring them to follow the same provisions as the other fund sources.

The Master Agreement anticipates that specific projects and amounts may vary over time and that the City and TAMC will only need to approve revised Exhibit A documents, rather than the entire Master Agreement. Each Exhibit A will identify the project for which funds are allocated, as well as the timing and amount of such funds for each identified project, in order to ensure compliance with requirements. Exhibit A for each jurisdiction will be updated each time new funds are allocated or existing allocations are modified.

While the majority of the provisions in the Master Funding Agreement reflect the language of the agreement that the Transportation Agency signs with the State to receive RSTP funds, Agency staff have also included project completion requirements in this agreement. As part of the Master Funding Agreement, the funding recipient agrees to provide to TAMC a short report summarizing total project costs and milestones, including before and after photos of the project, for each funded project within sixty days of completion. In addition, the Master Funding Agreement will need to be updated with each agency every three years. Each individual project will have a three-year timely use of fund date, timed to the day the award was approved by the TAMC Board of Directors. All projects awarded to a jurisdiction with funds programmed by TAMC will be included in the Master Agreement, including past awards and fair share allocations. Once a Master Agreement has been executed, then jurisdictions may submit a claim to receive reimbursement of funds.

Staff recommends that the City Council adopt a resolution approving the agreement with TAMC and authorize the City Manager to execute the agreement. The City cannot request disbursement of grant funds from the TAMC until the Master Funding Agreement is fully executed, and the current agreement is due to expire in less than a month.

ENVIRONMENTAL COMPLIANCE

In accordance with Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 "CEQA Guidelines," Article 20, Section 15378, the proposed action is not a project as defined by the California Environmental Quality Act (CEQA). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities

which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project.

FISCAL IMPACT

There is no fiscal impact to the General Fund associated with the approval of the Agreement. Programming of these funds is incorporated into the Draft Budget for future projects.

ATTACHMENTS

1. Resolution
 2. Agreement
 3. Exhibit A
-

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 AN AGREEMENT BETWEEN THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY AND THE CITY OF SEASIDE FOR THE ALLOCATION OF FUNDING FOR THE PERIOD JUNE 2023 THROUGH JUNE 2026 AS APPROVED BY THE TRANSPORTATION AGENCY BOARD OF DIRECTORS

WHEREAS, the Transportation Agency for Monterey County is the state-designated Regional Transportation Agency for Monterey County; and

WHEREAS, the Regional Surface Transportation Program (RSTP) was established by California State Statue utilizing Surface Transportation Program funds that are identified in Section 133 of Title 23 of the United States Code; and

WHEREAS, Local Transportation Funds are made available in accordance with Section 99233.3 of the Transportation Development Act (TDA) for Pedestrian and Bicycle Facilities; and

WHEREAS, the Transportation Agency for Monterey County (TAMC) distributes these funds to local agencies as part of its responsibilities as the Regional Transportation Planning Agency for Monterey County; and

WHEREAS, TAMC's member agencies are required to enter into a Funding Allocation Agreement, attached hereto, for reimbursement of these funds that details state requirements for RSTP funds and other fiscal provisions required to comply with state and federal regulations; and

WHEREAS, attached to the Funding Allocation Agreement is Exhibit A that has identified projects for which these funds are allocated, as well as the amounts of funds for each identified project, in order to ensure compliance with grant requirements; and

WHEREAS, in accordance with Title 14, California Code of Regulations (CCR, Title 14), Chapter 3 "CEQA Guidelines," Article 20, Section 15378, the proposed action is not a project as defined by the California Environmental Quality Act (CEQA).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside authorize the City Manager to execute the Agreement between the Transportation Agency for Monterey County and the City of Seaside for the Allocation of Funding for the period June 2023 through June 2026 as Approved by the Transportation Agency Board of Directors, attached hereto.

PASSED AND ADOPTED at a regular City Council meeting duly held on the 18th day of May, 2023 by the following vote:

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

Ian N. Oglesby, Mayor
City of Seaside

ATTEST:

Dominique L. Davis, City Clerk

**AGREEMENT BETWEEN THE
TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND THE CITY OF SEASIDE
FOR THE ALLOCATION OF FUNDING APPROVED BY
THE TRANSPORTATION AGENCY BOARD OF DIRECTORS**

This agreement is made on _____ by and between the City of Seaside, a public body, hereinafter referred to as “Recipient,” and the Transportation Agency for Monterey County, hereinafter referred to as “TAMC.”

WHEREAS, TAMC is the state-designated Regional Transportation Planning Agency for Monterey County; and

WHEREAS, as authorized by section 182.6(g) of the Streets and Highways Code, TAMC has entered into a separate agreement with the State of California, through the Department of Transportation (Caltrans), to assign a defined portion of its annual federal Surface Transportation Block Grant Program (STBGP) apportionment to Caltrans in exchange for state funds for specified fiscal year(s); and

WHEREAS, TAMC is authorized to use these exchanged funds (hereinafter referred to as “RSTP Exchange Funds”) to assist local agencies to promote projects which otherwise qualify for STBGP funds; and

WHEREAS, as authorized by Chapter 2, Title 21, Rule 6640 of the Transportation Development Act, one of the duties of TAMC is to administer the provisions of the Transportation Development Act in apportioning Local Transportation Funds (LTF) for the Transportation Development Act 2% (TDA 2%) program for bicycle and pedestrian projects pursuant to Article 3 of that law, and to the Cities, County, and Monterey-Salinas Transit;

WHEREAS, as authorized by the Joint Powers Agreement for the Monterey County Regional Development Impact Fee Agency, TAMC is designated to administer and allocate regional development impact fee revenues (RDIF) to projects identified in the approved Strategic Expenditure Plan; and

WHEREAS, the TAMC Board of Directors has approved the allocation of funds toward the projects listed in Exhibit A; and

WHEREAS, it is contemplated by TAMC and the Recipient that the amount of funding and the projects designated in Exhibit A may change from time to time as set forth below; and

WHEREAS, TAMC has requested the Monterey County Auditor-Controller to establish a separate fund for the Federal Apportionment Exchange Program and such a separate fund has been established.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE PARTIES HERETO AGREE AS FOLLOWS:

1. RULES FOR RSTP EXCHANGE FUNDS

- A. TAMC agrees to allocate RSTP Exchange Funds paid by Caltrans under the Federal Apportionment Exchange Program only for projects as authorized under sections 133(b) and 133 (c) of Title 23, United States Code and Article XIX of the California State Constitution.
- B. The Recipient agrees to use RSTP Exchange Funds only for the RSTP Exchange eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

2. RULES FOR TDA 2%

- A. TAMC agrees to allocate TDA 2% funds under the Transportation Development Act only for projects as authorized under the Transportation Development Act Section 99234 Claims for Pedestrian and Bicycle Facilities.
- B. The Recipient agrees to use TDA 2% funds only for TDA 2% eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

3. RULES FOR RDIF

- A. TAMC agrees to allocate RDIF funds under the Joint Powers Agreement only for projects as authorized by the TAMC Board of Directors in the approved Strategic Expenditure Plan.
- B. The Recipient agrees to use RDIF funds only for RDIF eligible project(s) described in Exhibit A, as approved by the TAMC Board of Directors, for the amounts awarded for each project.

4. ADMINISTRATIVE POLICIES

- A. The projects described in Exhibit A, and the amounts allocated therefore, may be amended from time to time without changing the rest of this Master Agreement, by means of approval by the TAMC Board of Directors of a revised Exhibit A, which shall be designated by a date and number (e.g., "Exhibit A-1 (DATE)").
- B. The Recipient agrees to submit an annual report to TAMC by April 30 describing the progress towards completion for all projects listed in Exhibit A.
- C. The Recipient agrees to mention TAMC's role in funding the project in any press releases or media events held by the Recipient to promote a funded project.
- D. TAMC agrees to reimburse the Recipient within 30 days of receipt of a completed claim form (Exhibit B) from the Recipient.
- E. The Recipient agrees to cause the completion of the project(s) within three years from the date funds were awarded by the TAMC Board of Directors, as recorded in Exhibit A. Failure to complete the project(s) in a timely basis shall allow TAMC to refuse reimbursement and to reprogram such funds for other purposes.

5. COST PRINCIPLES

- A. Recipient agrees to comply with Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements.
- B. Recipient agrees to:
 - (a) use Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual project cost items; and
 - (b) comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.

Every sub-recipient receiving funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Costs Principles and Audit Requirements.

6. THIRD PARTY CONTRACTING

- A. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of Caltrans. This provision shall not apply to professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f).
- B. Recipient agrees that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors and only if consistent with Paragraph 10, below.
- C. In addition to the above, the pre-award requirements of third party contractor/consultants with Recipient shall be consistent with Local Program Procedures as published by Caltrans.

7. ACCOUNTING SYSTEM

Recipient, its contractors and subcontractors, shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment claims.

8. RIGHT TO AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7, Recipient shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The state, State Auditor, TAMC, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

9. TRAVEL AND SUBSISTENCE

Payments to Recipient for travel and subsistence expenses of Recipient forces and/or its contractors or subcontractors, claimed for reimbursement or applied as local match credit, shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then Recipient is responsible for the cost difference and any overpayments shall be reimbursed to the TAMC on demand.

10. PROJECT COMPLETION

Recipient agrees to provide to the TAMC a short report summarizing total project costs and milestones, including before and after photos of the project, for each project within sixty (60) days of completion.

11. GOVERNING LAWS

This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of Monterey shall be the proper venue for any dispute arising hereunder.

12. CONFLICT OF INTEREST

Recipient warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

13. CONSTRUCTION OF AGREEMENT

The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code Section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

14. WAIVER

Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

15. SUCCESSORS AND ASSIGNS

This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs.

16. TIME IS OF THE ESSENCE

The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

17. EXECUTION OF AGREEMENT

Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

18. ENTIRE AGREEMENT

This document, including all exhibits hereto, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

19. TERMINATION DATE

This Agreement shall remain in effect for a period of three (3) years from the date of this Agreement.

IN WITNESS WHEREOF, TAMC and Recipient execute this Agreement as follows:

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Todd Muck
Executive Director

Date

Recipient:
CITY OF SEASIDE

Jaime M. Fontes, City Manager

Date

Approved as to Form:

Robert Brayer
TAMC Counsel

Date

Sheri Damon, City Attorney
City of Seaside

Date

Transportation Agency for Monterey County
 Master State and Federal Funding Agreement
 Exhibit A

City of Seaside								
Agency	Board Approval Date	Fund Expiration Date	Type	Active Projects	Budget	Paid	Balance Outstanding	
Seaside	3/22/2017	3/22/2020	RSTP Fair Share	Intersection Control Evaluation & Corridor Studies Project	\$ 221,900.96	\$ 138,365.00	\$ 83,535.96	
Seaside	8/26/2020	8/26/2023	RSTP Competitive	Broadway Avenue Corridor Improvements	\$ 600,000.00	\$ 17,236.33	\$ 582,763.67	
Seaside	3/24/2021	3/23/2024	RSTP Fair Share	ATP Grant Application Assistance - Broadway Avenue Complete Streets	\$ 9,435.00	\$ -	\$ 9,435.00	
Seaside	3/24/2021	3/23/2024	RSTP Fair Share	Engineering and Traffic Survey	\$ 75,000.00	\$ 74,953.75	\$ 46.25	
Seaside	3/24/2021	3/23/2024	RSTP Fair Share	Pavement Rehabilitation Phase 4 - Design and Construction	\$ 70,286.24	\$ 19,500.00	\$ 50,786.24	
Seaside	3/22/2023	3/21/2026	RSTP Fair Share	Unprogrammed balance	\$ 201,345.18	\$ -	\$ 201,345.18	
					\$ 1,177,967.38	\$ 250,055.08	\$ 927,912.30	

Agency	Board Approval Date	Fund Expiration Date	Type	Completed Projects	Budget	Paid	Balance Outstanding	
Seaside	3/26/2014	Completed	RSTP Competitive	Broadway Ave. Improvements	\$ 500,000.00	\$ 500,000.00	\$ -	
Seaside	8/27/2014	Completed	RSTP Fair Share	Broadway Ave. Improvements	\$ 542,962.00	\$ 542,962.00	\$ -	
Seaside	8/27/2014	Completed	RSTP Fair Share	Final Design & Construction of Coe Avenue Bikeway	\$ 606.00	\$ 606.00	\$ -	
Seaside	8/27/2014	Completed	TDA 2%	West Broadway Urban Village Infrastructure Improvements Project	\$ 251,250.00	\$ 251,250.00	\$ -	
Seaside	8/27/2014	Completed	RSTP Competitive	West Broadway Urban Village Infrastructure Improvements Project	\$ 3,359,801.29	\$ 3,359,801.29	\$ -	
Seaside	9/28/2016	Completed	RSTP Fair Share	West Broadway Urban Village Infrastructure Improvements Project	\$ 1,588.00	\$ 1,588.00	\$ -	
Seaside	12/4/2019	Completed	RSTP Safe Streets	Pedestrian Intersection Improvements Project	\$ 200,000.00	\$ 200,000.00	\$ -	
Seaside	3/24/2021	Completed	RSTP Fair Share	Pavement Management Program Update	\$ 50,000.00	\$ 50,000.00	\$ -	
					\$ 4,856,207.29	\$ 4,856,207.29	\$ -	

Last Revised:
 3/22/2023

Approved by:



 Todd Muck, Executive Director

2023-0322 TAMC Master Funding Agreement Exhibit A - Seaside

Final Audit Report

2023-04-11

Created:	2023-04-11
By:	Janneke Strause (janneke@tamcmonterey.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkrWVVaq3coU7X44toc5SC0tiYXArJohM

"2023-0322 TAMC Master Funding Agreement Exhibit A - Seaside" History

-  Document created by Janneke Strause (janneke@tamcmonterey.org)
2023-04-11 - 9:20:58 PM GMT
-  Document emailed to Todd Muck (todd@tamcmonterey.org) for signature
2023-04-11 - 9:21:16 PM GMT
-  Email viewed by Todd Muck (todd@tamcmonterey.org)
2023-04-11 - 11:18:38 PM GMT
-  Document e-signed by Todd Muck (todd@tamcmonterey.org)
Signature Date: 2023-04-11 - 11:19:19 PM GMT - Time Source: server
-  Agreement completed.
2023-04-11 - 11:19:19 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Jaime M. Fontes, City Manager

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

DATE: May 18, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT NO. 3
TO THE PROFESSIONAL SERVICE AGREEMENT WITH WALLACE
GROUP FOR CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES FOR THE DEL MONTE MANOR STORM DRAIN
IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED
\$11,040.00, AND APPROPRIATING \$11,040.00 FROM THE
GENERAL FUND TO THE PROJECT BUDGET**

RECOMMENDATION

Adopt a resolution authorizing an Amendment No. 3 to the Professional Services Agreement with Wallace Group to perform construction management and inspection services for the Del Monte Manor Storm Drain Improvements Project for an amount not to exceed \$11,040.00, resulting in a total contract amount of \$86,798.00, and appropriating \$11,040.00 from the General Fund to the project budget.

BACKGROUND

The Del Monte Manor Storm Drain Improvements Project ("project") includes the regrading of the existing detention basin located on the parcel's southwestern corner, and the construction of stormwater infiltration chambers and storm drain infrastructure. The project also includes the construction of fencing, an irrigation system, and flatwork improvements.

On May 3, 2022, Wallace Group (Wallace) entered into a Professional Services Agreement (PSA) with the City to perform construction management and inspection services for the Del Monte Manor Storm Drain Improvements Project in the amount of \$57,496.00. Amendment No. 1 to the PSA in the amount of \$6,899.52 was approved by the City Manager on December 1, 2022. Amendment No. 2 to the PSA in the amount of

\$11,062.58 was approved by the City Council on December 1, 2022, for a total contract value of \$75,458.00. An additional contingency of \$2,000.00 to the contract was also approved on December 1, 2022. Due to delays in delivery of the electrical equipment and the need to coordinate an easement for the power connection, Wallace has identified the need for additional effort.

Construction began on the project on June 21, 2022, and was originally scheduled to be completed on September 12, 2022. Due to delays in delivery of the flow metering equipment and power supply logistics for the irrigation controller, the date of final completion is now anticipated to be July 2023.

The City does not have the personnel resources to support the construction management needs of the project at this time. At the request of the City, Wallace submitted a proposal to provide additional construction management and inspection services in the amount of \$11,040.00. These services include coordinating the easement and permits for the electrical service and additional inspection days.

Staff recommends adopting a Resolution (Attachment 1) authorizing the City Manager to execute an Amendment No. 3 (Attachment 2) to the Professional Services Agreement with Wallace Group for an amount not to exceed \$11,040.00 for construction management and inspection services for the Del Monte Manor Storm Drain Improvements Project.

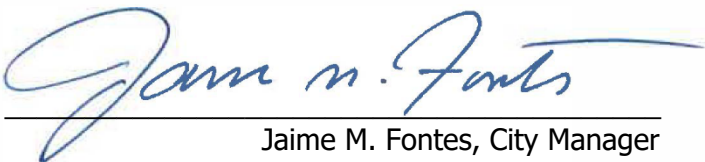
FISCAL IMPACT

The requested appropriation will be funded by the projected year end general fund surplus. If the appropriation is approved, the projected surplus will decline from \$67,510 to \$56,470.

ATTACHMENTS

1. Resolution
2. PSA Amendment

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 AN AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP TO PERFORM CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE DEL MONTE MANOR STORM DRAIN IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$11,040.00 AND APPROPRIATING \$11,040.00 FROM THE GENERAL FUND TO THE PROJECT BUDGET

WHEREAS, the Del Monte Manor Storm Drain Improvements Project (Project) is adopted in the fiscal year 2022/2023 Capital Improvement Program (CIP) annual budget; and

WHEREAS, on May 3, 2022, the City approved a Professional Services Agreement with Wallace Group in the amount of \$57,496.00 to perform construction management and inspection services for the Del Monte Manor Storm Drain Improvements Project; and

WHEREAS, the project began construction on June 21, 2022, and the construction schedule has been extended due to unforeseen delays; and

WHEREAS, in December 2022, the City approved Amendments to the Professional Services Agreement with Wallace Group in the amount of \$17,962.00 to cover the additional duration of the construction; and

WHEREAS, the project continues to require infrequent inspections, and construction management support to coordinate the electrical service installation for the meters, and the city does not have the staffing resources to support this project; and

WHEREAS, Wallace submitted a proposal for additional construction management and inspection services for the Del Monte Manor Storm Drain Improvements Project through project closeout, in the amount of \$11,040.00; and

WHEREAS, Staff has determined the additional proposed scope of work and budget are reasonable; and

WHEREAS, the available contingency of \$2,000.00 is not sufficient to fund this amendment; and

WHEREAS, the City has determined that the project budget (Account No. 271-8910-9961) including additional contingency, construction management, and inspection services, is \$854,014.52, requiring an additional \$11,040.00 to complete the project; and

WHEREAS, there is sufficient General Fund balance to fund the additional budget request.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an Amendment No. 3 to the Professional Services Agreement with Wallace Group to perform additional construction management and inspection services for the Del Monte Manor Storm Drain Improvements Project for an amount not to exceed \$11,040.00 and written amendments such that the total Agreement does not exceed \$86,498.00; and

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside approves a fiscal year 2022/2023 budget appropriation in the amount of \$11,040,000 from the General Fund to the project budget (271-8910-9961), to fund the additional construction management work; and

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 18th day of May 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

CONTRACT AMENDMENT #3
PROFESSIONAL SERVICES
City of Seaside

Date: May 8, 2023

Change Requested by: City/District X Consultant

Contract Date

Project Name

05/03/2022

Del Monte Manor Storm Drain Improvements

To (Consultant): The Wallace Group, 612 Clarion Court, San Luis Obispo, CA 93401

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

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

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

Consultant shall perform the tasks described and set forth in Exhibits A, A1, A2 and A3 attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibits A, A1, A2 and A3.

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

Consultant is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibits A, A1, A2 and A3 attached hereto.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$57,496.00	\$17,962.00	\$11,040	\$86,498.00
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
12 Months	June, 30, 2023	0	June, 30, 2023

CONTRACT AMENDMENT #3
PROFESSIONAL SERVICES
City of Seaside

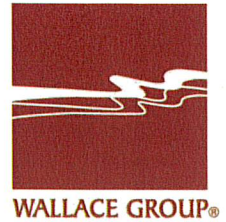
SUBMITTED BY:		
	Nisha Patel PW Director / City Engineer	5-8-23
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Jaime M. Fontes City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Kari Wagner, PE 66026 Principal	May 8, 2023
Signature	Name and Title	Date

Exhibit A3

CONTRACT AMENDMENT

Project Name: Del Monte Manor Park LID CM	CA No. 3
Client Name: City of Seaside	Project/Phase No. 1284-0025
Attention: Nisha Patel, Public Works Director / City Engineer	Date: April 19, 2023
Address: 440 Harcourt Ave, Seaside CA 93955	



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

Wallace Group requests the Client's authorization to proceed with revisions to the contract agreement for the above referenced project as herein described. Approval below incorporates this document as a part of the original contract signed May 3, 2022. If approved, please return one signed original Contract Amendment to Wallace Group.

Description and Purpose of the Revision(s)

We are requesting additional budget for completing additional project management and construction management work at the subject site. Wallace Group will assist the City with completion of the tasks below:

1. Abandoning the easement outside of our project footprint. Whitson is working on the map and legal description and this will have to go to council for approval. To include the point where we will connect to power for the irrigation controller (48 hrs).
2. Write change order for electrician to connect power. Coordinate building permit for work completed within 5 feet of the building envelope. Inspection of this work would be performed by City of Seaside Building Department (21 hrs).

The additional work outlined above will be performed on a time and material basis. We have estimated for 69 additional hours of staff time, or \$11,040. Task Budgets may fluctuate within Overall Budget

Revision(s) Represent:

- ☐ a change in previous instructions
- ☒ a change in Scope of Services
- ☐ other:

Revision(s) Fee:

- ☒ hourly (time & materials) \$11,040
- ☐ progress billing: \$
- ☐ not-to-exceed w/o authorization: \$

Revision(s) will be invoiced as:

- ☒ increase to an item within the existing contract
- ☐ a new item added to existing contract

WALLACE GROUP
A California Corporation

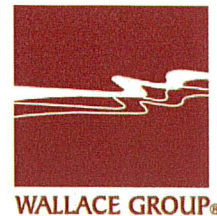
612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us

Issued by,
WALLACE GROUP, a California Corporation

APPROVED BY CLIENT:




Zachary Teske, PE C87350
Director of Construction Management
612 Clarion Court

San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Signature

Printed Name

Title

Date



CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Sheri Damon, City Attorney

DATE: May 18, 2023

**SUBJECT: ADOPT A RESOLUTION APPROVING THE ANNUAL REVIEW OF
THE DEVELOPMENT AGREEMENT WITH KB-BAKEWELL SEASIDE
VENTURE II, LLC FOR CAMPUS TOWN**

RECOMMENDATION

Adopt a resolution finding that KB-Bakewell Seaside Venture II, LLC, is acting in good faith in compliance with the provisions of the Development Agreement

BACKGROUND

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

On March 5, 2020, pursuant to the requirements of the Development Agreement Act and the City Development Agreement Regulations, the City Council of the City of Seaside conducted a hearing on the Developer's application for this Agreement. The City Council found and determined that the following actions are consistent with the General Plan: (1) the Campus Town Specific Plan, (2) General Plan Circulation Element Amendments, (3) Zoning Map and Text amendments creating "Campus Town Specific Plan" District, (4) the Development Agreement, (5) the Vesting Tentative Subdivision Map, and (6) Inclusionary (affordable) Housing Agreement for Campus Town Property. By Resolution No. 20-09 adopted by the City Council on March 5, 2020, the City Council reviewed and certified, after making appropriate findings, the Final Environmental Impact Report for the Campus Town Specific Plan Project (State Clearinghouse NO 20180210079) (the "Final EIR").

PROJECT DESCRIPTION

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

ENVIRONMENTAL CONSIDERATIONS

The Annual Review of the Development Agreement is a ministerial action consistent with the project that was reviewed and approved pursuant to the Campus Town EIR.

FISCAL IMPACT

None.

ATTACHMENTS

1. Resolution - Campus Town Annual Review
-

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

APPROVING THE ANNUAL REVIEW OF THE DEVELOPMENT AGREEMENT WITH KB-BAKEWELL SEASIDE VENTURE II, LLC FOR CAMPUS TOWN

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

WHEREAS, on March 5, 2020, pursuant to the requirements of the Development Agreement Act and the City Development Agreement Regulations, the City Council of the City of Seaside conducted a hearing on the Developer's application for this Agreement; and

WHEREAS, the City Council found and determined that the following actions are consistent with the General Plan: (1) the Campus Town Specific Plan, (2) General Plan Circulation Element Amendments, (3) Zoning Map and Text amendments creating "Campus Town Specific Plan" District, (4) the Development Agreement, (5) the Vesting Tentative Subdivision Map, and (6) Inclusionary (affordable) Housing Agreement for Campus Town Property; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby find that the City conducted the annual review of the Development Agreement pursuant to California Government Code Section 65865.1 and Seaside

Municipal Code Section 17.66.070, and determined the Applicant is acting in good faith compliance with the provisions of this Agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California on the 18th day of May 2023.

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.M.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager
Laura Calata, Administrative Analyst

DATE: May 18, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CALIFORNIA
COASTAL COMMISSION TO BE THE LEAD AGENCY FOR A
CONSOLIDATED COASTAL DEVELOPMENT PERMIT
APPLICATION FOR THE CALIFORNIA BROADBAND MIDDLE
MILE NETWORK PROJECT**

RECOMMENDATION

Adopt a resolution authorizing the California Coastal Commission to be the lead agency for a consolidated Coastal Development permit application.

BACKGROUND

Coastal Commission staff have reached out on behalf of California Department of Transportation (Caltrans) to request the City's support and authorization of a consolidated Coastal Development Permit (CDP) for the Broadband Middle Mile Network (BMMN) project. The BMMN project involves installation of 10,000 miles of broadband infrastructure throughout the entire state to make high-speed internet service broadly available throughout California, particularly in unserved and underserved areas. The project will be located within the Caltrans right-of-way, with approximately 5.5 miles located along Highway 1 within City limits. Section 30601.3 of the Coastal Act allows for a consolidated CDP process in cases where projects cross the Commission's permitting jurisdiction and the jurisdiction of a local government with a certified Local Coastal Plan (LCP), as is the case here.

The project is supported through funding by Senate Bill 156, which provides a \$7 billion investment to implement the project over the next few years. Funding parameters require the issuance of permits by the end of 2024 and the completion of construction by the end of 2026. A consolidated CDP will assist Caltrans in meeting their highly

compressed project timeline while reducing the burden on local governments and ensuring a smoother, more consistent approach to reviewing this project for compliance with the Coastal Act. The City's certified LCP would also serve as guidance during such a consolidated CDP review, and Commission staff have informed the City that they are committed to ensuring that this project is consistent with both Coastal Act and the City's certified LCP policies.

Staff recommends authorizing the City Manager or designee to execute a letter supporting the consolidated CDP and send it to the Coastal Commission. Staff will continue to follow Caltrans' application and will provide updates to the Council and the public as appropriate.

FISCAL IMPACT

There is no fiscal impact associated with this action.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 23-XX

A RESOLUTION AUTHORIZING THE CALIFORNIA COASTAL COMMISSION TO BE THE LEAD AGENCY FOR A CONSOLIDATED COASTAL DEVELOPMENT PERMIT APPLICATION FOR THE CALIFORNIA BROADBAND MIDDLE MILE NETWORK PROJECT.

WHEREAS, the Broadband Middle Mile Network (BMMN) project involves installation of 10,000 miles of broadband infrastructure throughout the entire state to make high-speed internet service broadly available throughout California, particularly in unserved and underserved areas; and

WHEREAS, the project is supported through funding by Senate Bill 156, which provides a \$7 billion investment to implement the project over the next few years. Funding parameters require the issuance of permits by the end of 2024 and the completion of construction by the end of 2026; and

WHEREAS, the project will be located with Caltrans right-of-way of which approximately 5.5 miles is located within City limits; and

WHEREAS, the Caltrans District 5 and the California Coastal Commission have determined that the most expeditious means of permitting in the Coastal Zone of District 5 would be through a consolidated coastal development process; and

WHEREAS, the California Coastal Commission is requesting authority from the City, and all other local coastal agencies within District 5, to support a consolidated permit process and to delegate review authority to the Commission; and

WHEREAS, the California Coastal Commission has the experience and expertise necessary to review the proposed activities and has committed to ensuring the project is consistent with the City's certified Local Coastal Program.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Seaside hereby authorizes the City Manager to submit a letter requesting and supporting a consolidated Coastal Development Permit for the California Middle Mile Network Project and further affirming that the California Coastal Commission assume lead agency status.

PASSED AND ADOPTED at a regular meeting of the Seaside City Council held on the 18th day of May, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:

ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCIL MEMBERS:

APPROVED:

ATTEST:

Ian Oglesby, Mayor

Dominique L. Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 8.N.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: May 18, 2023

SUBJECT: ADOPT A RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR THE RECREATIONAL TRAILS PROGRAM IN THE AMOUNT OF \$1.6 MILLION DOLLARS WITH A 12% MATCH OF CITY FUNDS TO IMPLEMENT PROJECT UNDER THE RECREATIONAL TRAILS PROGRAM

RECOMMENDATION

Adopt a resolution to apply for grant funds from the Recreational Trails Program.

BACKGROUND

The Recreation Department is interested in submitting a grant application to the California Department of Parks and Recreation (Office of Grants and Local Services) under the "Recreation Trails Program." The application requires that the City Council adopt a resolution approving the filing of an application, certifying the project is consistent with the General Plan, certifying the applicant has sufficient funds available to operate and maintain the project, and appointing the City Manager as agent for the project.

The Recreational Trails Program (RTP) provides funds for the state to develop and maintain recreational trails and trail-related facilities for both non-motorized and motorized recreational trail uses. If the application is approved, the maximum amount of RTP funds allowed for the project is 88% of the total cost of the RTP project. The City of Seaside would be responsible for providing a match amount that is 12% of the awarded funds.

Preparation of the application is in process and will be required to be submitted online to the California Department of Parks and Recreation, Office of Grants and Local Services, by June 15, 2023.

The intent is to apply for this grant for the trail at Laguna Grande Park, which is consistent with the Laguna Grande Park improvement plan in conjunction with the Laguna Grande Joint Powers Authority.

FISCAL IMPACT

There is no fiscal impact on the submission of the grant application. However, if the City is awarded the grant, the City will be required to pay the grant match, which is 12% of the total project cost. The approximate match would be \$216,000.00.

ATTACHMENTS

1. Resolution RTP application 5.18.23
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE RECREATIONAL TRAILS PROGRAM.

WHEREAS, the Bipartisan Infrastructure Law of 2021 (BIL) provides funds to the State of California for Grants to federal, state, local and non-profit organizations to acquire, develop and/or maintain motorized and non-motorized trail Projects; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing Project Application under the program; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of Application(s) before submission of said Application(s) to the State; and

WHEREAS, the Applicant will enter into a Contract with the State of California to complete the Project(s);

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby:

1. Approves the filing of an Application for the Recreational Trails Program; and
2. Certifies that the Project is consistent with the Applicant's general plan or the equivalent planning document; and
3. Certifies that said Applicant has or will have available prior to commencement of any work on the Project(s) included in this Application, sufficient funds to operate and maintain the Project(s); and
4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the Contract shown in the Procedural Guide; and
5. Appoints the City Manager as agent to conduct all negotiations, execute and submit all documents, including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the Project.
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 18th day of May by the following vote:

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

ABSTAIN: COUNCIL MEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: May 18, 2023

**SUBJECT: ADOPT A RESOLUTION APPROVING A GENERAL PLAN
AMENDMENT AND CONDUCT A FIRST READING OF AN
ORDINANCE AMENDING THE ZONING MAP FOR THE PROPERTY
LOCATED AT 1620 BROADWAY AVENUE (FIRST READING -
ROLL CALL VOTE) (CEQA CLASS 32 EXEMPTION)**

RECOMMENDATION

1. Adopt a Resolution approving a General Plan Amendment; and
2. First Reading of an Ordinance approving a Zoning Map Amendment for 1620 Broadway Avenue.

BACKGROUND

1620 Broadway Avenue (Assessor's Parcel Number 012-631-003-000) is located at the southeast corner of Broadway Avenue and Yosemite Street. It is presently occupied by the Greater Victory Temple, a religious institution. The property is approximately 2 acres in size. It is bounded on the south and east by multi-family residential dwellings.

Directly across the street to the north is the City of Seaside's Fire Station No. 1 and the Dr. Martin Luther King Jr. School of the Arts, a public school, while directly across the street to the west is the Seaside Community Seventh-Day Adventist Church. Beyond these uses are primarily single-family dwellings. A Vicinity Map is provided as Attachment 3.

The General Plan designates 1620 Broadway for Medium-Density Single-Family Residential land use; similarly, the Zoning Map designates the property as being in the Single-Family Residential (RS-12) Zoning District. This contrasts with the remainder of the properties located on the same City block, which are designated for High-Density Residential development.

In July 2022 California Assembly Bill 2244 was signed into law. Among other things, AB

2244 provides relief from parking requirements for religious institutions seeking to construct housing on their properties. However, under the present single-family zoning designation, any proposed dwelling unit on the property would need to have its own, separate subdivided lot. This is an impractical arrangement in the event that Victory Mission attempted to construct housing while maintaining its operation as a religious institution. Accordingly, staff is recommending that the City change the General Plan Designation and Zoning of the property to High-Density Residential. In addition to increasing the number of potentially allowed units from 23 to 50 (although any units actually built would likely be significantly less due to a large portion of the property being used as a religious institution), units built would not need to be subdivided into separate ownership lots, making the development of housing on the site feasible.

There are several reasons why this site is particularly suited to such a change:

- The Property is located at a major intersection, is well-served by mass transit, and is located less than a half-mile from the intersection of two significant bus routes;
- The Property is located across the street from the Seaside Community Seventh-Day Adventist Church, which meets on Saturdays and cooperates with Victory Mission with regards providing parking at the various sites;
- The remainder of the block is already zoned for High-Density Residential (see Attachment 4) and the proposed designation would enable the Property to be developed consistent with the existing development; and
- The site is not located adjacent to any single-family dwellings.

Staff will continue to evaluate sites which may be appropriate for rezoning as they are identified.

On April 26, 2023, the Planning Commission reviewed the proposed General Plan Amendment and Zoning Map Amendment. No persons testified at the Planning Commission hearing, and the facts presented were substantially the same as those presented herein. The Planning Commission voted 4-0 to recommend that the City Council deny the proposed General Plan Amendment and Zoning Map Amendment as the Commission felt that the amount of public outreach conducted by staff prior to its consideration was inadequate. Staff notes that it met public notification requirements by publishing notice in a newspaper of general circulation at least 10 days prior to the Planning Commission hearing. In response to the Planning Commission's concerns, in addition to publishing the notice for this item as required in a newspaper of general circulation, staff has also mailed copies of the public hearing notice for this item to all property owners located within 300 feet of 1620 Broadway Avenue, although such notice is not required by law.

FISCAL IMPACT

No fiscal impact is associated with this project.

ATTACHMENTS

1. Attachment 1 Draft Resolution GPA
 2. Attachment 2 Draft Ordinance Zoning Map
 3. Attachment 3 Vicinity Map
 4. Attachment 4 Land Use and Zoning Map
-

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. 23-XX PC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING A GENERAL PLAN AMENDMENT CHANGING THE LAND USE DESIGNATION OF ASSESSOR'S PARCEL NUMBER 012-631-003-000 LOCATED AT 1620 BROADWAY AVENUE FROM MEDIUM-DENSITY SINGLE-FAMILY RESIDENTIAL TO HIGH-DENSITY RESIDENTIAL

WHEREAS, Monterey County Assessor's Parcel Number (APN) 012-631-003-000, also known as 1620 Broadway Avenue, is a parcel of land approximately 2 acres in size located at the southeast corner of Yosemite Street and Broadway Avenue (hereafter referred to as the "Property"); and

WHEREAS, the Property is presently identified in the Seaside General Plan as being within the Medium-Density Single-Family Residential (RMS) Land Use Designation, and is identified in the Zoning Ordinance Map as being within the Single-Family Residential (RS-12) Zoning District; and

WHEREAS, the RS-12 Zoning District allows only a single dwelling unit per parcel of land; and

WHEREAS, the Property is presently occupied by the Greater Victory Temple, a religious institution; and

WHEREAS, the State of California has passed several bills promoting housing construction, including AB 2244, which promotes the development of housing on property owned by religious institutions; and

WHEREAS, the Property is located on a block that is otherwise presently zoned for and occupied in its entirety by High-Density Residential uses; is located at the intersection of two major roads; is located directly across the street from the Seaside Fire Station and another religious institution; and is located within the Seaside Municipal Water District, making it an appropriate site to develop residential uses at a density greater than one unit per parcel; and

WHEREAS, the proposed General Plan Amendment is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines; and

WHEREAS, on April 26, 2023, the Seaside Planning Commission reviewed the proposed General Plan Amendment and recommended that the City Council deny the proposed amendment.

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

1. The City Council finds that: a) the facts set forth in the recitals in this Resolution are true and correct and incorporated by reference; b) the recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the action taken in this Resolution; c) the provisions in this Resolution are consistent with the General Plan, Seaside Municipal Code and applicable federal and state law; and d) this Resolution will not be detrimental to the public interest, health, safety, convenience, or welfare.
2. The City Council hereby approves a General Plan Amendment modifying Figure LU-2 (the Land Use Policy Map) such that the Property is changed from Medium-Density Single-Family Residential (RMS) to High Density Residential (RH).
3. The City Council hereby finds the proposed General Plan Amendment Categorically Exempt from CEQA pursuant to Section 15332 of the CEQA Guidelines (In-Fill Development Projects).

PASSED AND ADOPTED at a meeting of the City Council of the City of Seaside, State of California, on the 18th day of May, 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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEASIDE AMENDING THE ZONING MAP TO CHANGE THE ZONING DISTRICT OF ASSESSOR'S PARCEL NUMBER 012-631-003-000 LOCATED AT 1620 BROADWAY AVENUE FROM SINGLE-FAMILY RESIDENTIAL TO HIGH-DENSITY RESIDENTIAL

WHEREAS, Monterey County Assessor's Parcel Number (APN) 012-631-003-000, also known as 1620 Broadway Avenue, is a parcel of land approximately 2 acres in size located at the southeast corner of Yosemite Street and Broadway Avenue (hereafter referred to as the "Property"); and

WHEREAS, the Property is presently identified in the Zoning Ordinance Map as being within the Single-Family Residential (RS-12) Zoning District; and

WHEREAS, the RS-12 Zoning District allows only a single dwelling unit per parcel of land; and

WHEREAS, the Property is presently occupied by the Greater Victory Temple, a religious institution; and

WHEREAS, the State of California has passed several bills promoting housing construction, including AB 2244, which promotes the development of housing on property owned by religious institutions; and

WHEREAS, the Property is located on a block that is otherwise presently zoned for and occupied in its entirety by High-Density Residential uses; is located at the intersection of two major roads; is located directly across the street from the Seaside Fire Station and another religious institution; and is located within the Seaside Municipal Water District, making it an appropriate site to develop residential uses at a density greater than one unit per parcel; and

WHEREAS, the proposed General Plan Amendment is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15332 (In-Fill Development Projects) of the CEQA Guidelines; and

WHEREAS, on April 26, 2023, the Seaside Planning Commission reviewed the proposed Zoning Map Amendment and recommended that the City Council deny the proposed amendment; and

WHEREAS, on May 18, 2023, the City Council amended the General Plan to change the land use designation of the Property from Medium-Density Single-Family Residential to High-Density Residential.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEASIDE:

SECTION 1. The City Council hereby finds and determines the foregoing recitals, which are incorporated herein by reference, are true and correct.

SECTION 2. The Seaside Zoning Map is hereby amended to change the Zoning District of the Property from Single-Family Residential (RS-12) to High-Density Residential (RH).

SECTION 3. The City Council hereby finds the proposed Zoning Map Amendment Categorically Exempt from CEQA pursuant to Section 15332 of the CEQA Guidelines (In-Fill Development Projects).

SECTION 4. If any provision, section, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

SECTION 5. This Ordinance shall become effective thirty days following adoption of its second reading.

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

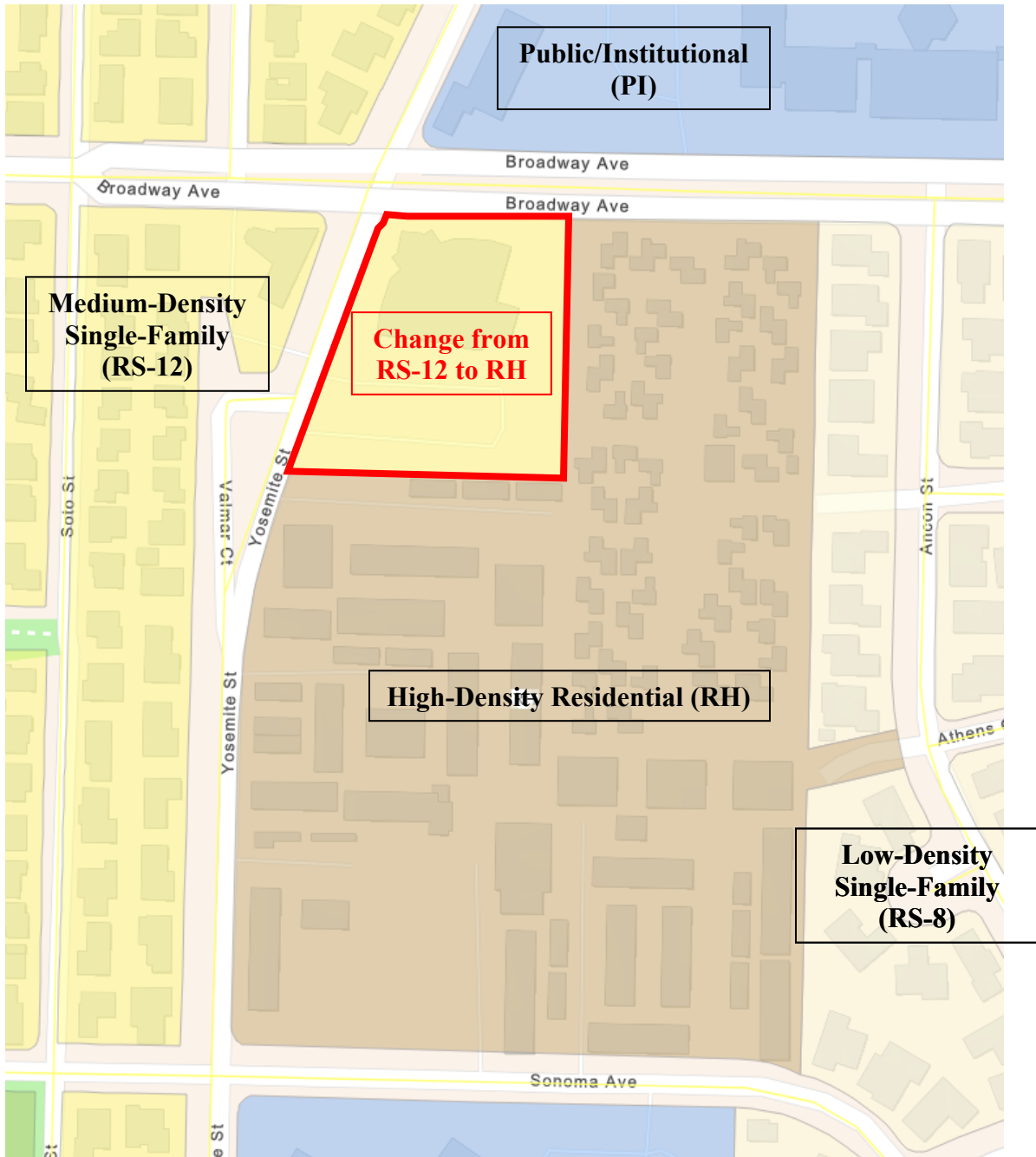
Vicinity Map

1620 Broadway Avenue



Land Use/Zoning Map

Existing General Plan Designations (Zoning District)





CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Ashley Collick, Assistant City Manager

DATE: May 18, 2023

SUBJECT: REVIEW REQUEST FOR QUALIFICATIONS (RFQ) FOR CITY LOBBYIST.

RECOMMENDATION

Review and discuss Request for Qualifications (RFQ) for a City Lobbyist and provide feedback to staff on the next steps.

BACKGROUND

On April 20, 2023, the City Council requested that staff return with a draft RFQ to consider hiring a Lobbyist to represent the City of Seaside at the State and potentially the Federal level.

Draft Summary of the RFQ:

The 2023 /2024, City Council strategic priorities' is a wide array of projects, each of which are complex, dynamic, and at different stages in development. Some projects are very localized but have a direct correlation to State and Federal regulations thereby requiring relationships with key Congressional members while maintaining a pulse on federal agencies (e.g. USACE) and legislative processes. Other projects are more regionally significant, therefore, requiring strategic partnerships, cross-jurisdictional collaboration, and coordinated action with regional entities such as the Monterey County, and the various City Councils on the Monterey Peninsula and throughout Monterey County. Other projects are a melting pot of funding sources requiring administrative flexibility to ensure efficient project delivery.

Given the fluid nature of the political arena and the bureaucratic nuances of each government agency, close coordination with city staff, essential partners, and professional consultants is absolutely critical. It is imperative to develop a strong yet

nimble set of strategies that promote progress on individual projects without losing sight of the bigger programmatic picture.

At this stage, the City of Seaside is seeking to establish a bench of on-call consultants that provide professional advocacy, lobbying and grant writing services that will augment staff capacity within the City's Administration Division. Firms must be capable of maneuvering and influencing the regional, state, and federal political landscapes to implement the city's Legislative Platform and strategic priorities. Grant writing services are also needed to help track, identify, and write grant proposals for the most appropriate funding opportunities.

Although not necessary, it is recommended to consider establishing a partnership to submit a combined proposal between an advocacy/lobbying firm and a grant-writing firm. Submittals that emphasize specific strengths in either advocacy/lobbying or grant writing is acceptable and highly encouraged. Firms are not required to have a presence or expertise at all levels of government.

Firms with deep relationships, knowledge, track record, and demonstrated expertise in one level of government is desirable. However, firms will be expected to work collaboratively, communicate often, and coordinate with all firms selected to serve on the on-call bench. The city will evaluate all proposals with the goal of establishing a well-rounded bench that offers a good mix of services to satisfy our needs at the regional, state, and federal levels.

Staff is asking for Council feedback in the following areas:

- What is the primary purpose of the lobbyist?
- What will be the length of the contract?
- What areas will the lobbyist focus his or her efforts?

FISCAL IMPACT

None.

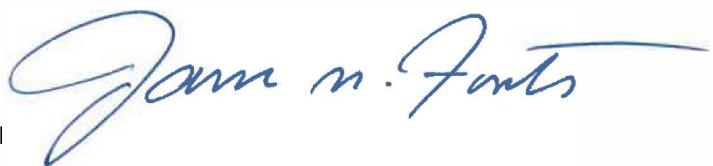
The request for quotations will determine the rates for a lobbyist. Staff will return with recommendations based upon the RFQ proposals that are submitted.

ATTACHMENTS

1. Draft - Lobbyist RFQ

Reviewed for Submission to the City Council by:

Item I



Jaime M. Fontes, City Manager



OFFICE OF THE CITY MANAGER

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

Telephone 831-899-6701
Fax 831-624-5839

Request for Quotations (RFQ)

Federal, State & Regional Advocacy and Grant Support
On Call Bench

Bid Due Date: TBD, by TBD p.m. PST

(Proposals must be received by date and time specified to be considered)



INTRODUCTION

Seaside is a city in Monterey County, California, United States, with a population of 32,121 according to 2021 California Department of Finance data. The City of Seaside is a general-law City incorporated on October 13, 1954. Seaside is located on Monterey Bay at an elevation of 33 feet. The elevation in Seaside increases to the east, affording views of the Monterey Bay from multiple areas within the City. Seaside is known for its views of the bay from streets, private property and the golf courses.

The climate is a cool Mediterranean type, strongly influenced by the prevailing winds from the west/northwest, which blow over the Pacific Coast's cool ocean currents. At the nearest National Weather Service Climate Station, the coldest month is January, with an average daily high of 59.9 °F; the warmest month is September, with an average daily high of 72 °F.

Seaside is the home of California State University, Monterey Bay (CSUMB) and the Monterey College of Law, which are located on the site of the former Fort Ord military base. It is also home to the Bayonet and Black Horse golf courses also once part of the Fort Ord military base, now open to the public, and host to PGA Tour events, including the 45th PGA Professional National Championship in 2012, the 26th Senior PGA Professional National Championship in 2015 and the 51st PGA Professional National Championship in 2018.

The City works with the Monterey County Convention & Visitors Bureau and the Seaside-Sand City Chamber of Commerce and other agencies to encourage the expansion of businesses that generate local revenues and employment opportunities. The City also works with these organizations to develop and market Seaside as a tourist destination.

In November of 2022, the City Council adopted their [2023 strategic priorities](#), which are:

- Effective, Accessible Governance
- Vibrant Local Economy
- Diverse & Inclusive Community
- Enhanced Physical Infrastructure & Abundant Water Supply
- Community Safety & Quality of Life

The strategic simplifies the complexity of balancing numerous projects. The 2023 /2024, City Council strategic priorities are a concise statement of the overarching priorities that are relevant to the City's vision and mission. This plan also supports staff's goals to include, innovate and inspire.

SUMMARY OF REQUEST

The 2023 /2024, City Council strategic priorities is a wide array of projects, each of which are complex, dynamic, and at different stages in development. Some projects are very localized but have a direct correlation to State and Federal regulations thereby requiring relationships with key Congressional members while maintaining a pulse on federal agencies (e.g. USACE) and legislative processes. Other projects are more regionally significant therefore requiring strategic partnerships, cross-jurisdictional collaboration, and coordinated action with regional entities such as the Monterey County, and the various City Councils on the Monterey Peninsula and throughout Monterey County. Other projects are a melting pot of funding sources requiring administrative flexibility to ensure efficient project delivery.

Given the fluid nature of the political arena and the bureaucratic nuances of each government agency, close coordination with city staff, essential partners, and professional consultants is absolutely critical. It is imperative to develop a strong yet nimble set of strategies that promote progress on individual projects without losing sight of the bigger programmatic picture.

At this stage, the City of Seaside is seeking to establish a bench of on-call consultants that provide professional advocacy, lobbying and grant writing services that will augment staff capacity within the City's Administration Division. Firms must be capable of maneuvering and influencing the regional, state, and federal political landscapes to implement the city's Legislative Platform and strategic priorities. Grant writing services are also needed to help track, identify, and write grant proposals for the most appropriate funding opportunities.

Although not necessary, it is recommended to consider establishing a partnership to submit a combined proposal between an advocacy/lobbying firm and a grant-writing firm. Submittals that emphasize specific strengths in either advocacy/lobbying or grant writing is acceptable and highly encouraged. Firms are not required to have a presence or expertise at all levels of government.

Firms with deep relationships, knowledge, track record, and demonstrated expertise in one level of government is desirable. However, firms will be expected to work collaboratively, communicate often, and coordinate with all firms selected to serve on the on-call bench. The city will evaluate all proposals with the goal of establishing a well-rounded bench that offers a good mix of services to satisfy our needs at the regional, state, and federal levels.

GOALS AND OBJECTIVES

The City of Seaside aims to maintain a proactive presence among government administrators, legislative offices, agencies and respective departments, jurisdictional authorities, influential stakeholders, and key partners at the regional, state and federal levels to achieve the following goals and objectives:

- A. Develop and communicate a cohesive narrative, united message, and corresponding digital media and print collateral that resonates with target audiences.
- B. Leverage the existing network of allies to build and nurture relationships with targeted decision-makers.
- C. Identify, track, and maintain a matrix of relevant legislative bills, regulations, rules, policies, and funding opportunities.
- D. Formulate specialized action plans inclusive of strategies and tactics to introduce, build support, and to secure legislative language, obtain direct and indirect funding, get regulatory relief and flexibility.
- E. Regularly review, inform, and amend the city's Legislative Platform and the PR 2035 program to ensure optimal alignment with shifting priorities at government levels.

SCHEDULE OF EVENTS

Activity	Date
Request for Quotations is publish	TBD
Questions Due*	TBD
Response to Questions Published	TBD
RFP's Due	TBD
Review of RFP's	TBD
Interviews Conducted (if necessary)	TBD
Approval of Contract	TBD
Start Date	TBD

*Submit all questions prior to the deadline identified above to _____, (Title) at (email@ci.seaside.ca.us). All dates are subject to change without notice.

SCOPE OF WORK

This scope of work is subject to change and provided as a basis for understanding the nature of work being requested.

A. Task 01 – General Administration & Project Management

Task 1.1 – Contract Kickoff and Management

The Contract term period will begin with a formal kick-off meeting with city staff to discuss policy priorities, provide a full briefing on the Legislative Platform and the PR 2035 program, develop communication protocols, coordinate strategy, and clarify roles and responsibilities. Firms will be required to submit a draft action plan for approval that outlines general strategies, tactics, and anticipated actions prior to engaging on behalf of the city.

Task 1.2 – Coordination and Communication

With guidance from city staff, the firms will coordinate all advocacy activities. The Firm will also lead and advise on the preparation of materials, tracking sheets, conference calls, oral reports, written reports and additional assignments as agreed upon. The firms will maintain current awareness of City Council actions, programs, activities and policies. Firms will be expected to work collaboratively, communicate often, and coordinate with all city officials, staff, city consultants, partners, and other key stakeholders.

Task 1.3 – Legislative Platform & PR 2035 Updates

The firms will provide regular input and feedback to update the city's annual Legislative Platform and PR 2035 Program to ensure consistency and alignment with shifting regional, state, and federal priorities.

Task 01 – Deliverables

- Final Contract/Agreement between the city and firms
- Meeting agendas, notes & action items
- Bi-weekly check-in meetings, or as needed by staff
- Virtual oral reports as requested by staff (in-person meetings may be required occasionally)
- Monthly activity and progress reports, including, but not limited to: Look ahead of relevant and significant deadlines, funding opportunities, hearings, testimonies, and events.
- Monthly invoices based on the resource allocation matrix

Task 02 – Advocacy & Lobbying

Firms shall be prepared to address a series of issues and priorities as indicated by the City Council and City Manager which will be organized around the goals and objectives outlined in the City's Legislative Platform, PR 2035 and this RFP.

Task 2.1 – Legislation, Regulation & Policy

The firms will be expected to actively monitor the regional, state and federal legislative, administrative and regulatory landscape while advancing City priorities as follows:

- Notify city Staff of anticipated, newly introduced, or amended state and federal legislation, regulations and administrative policy actions that may impact the city and provide legislative analysis on how such action(s) may affect the interest of the city.

- Facilitate the inclusion of the city's regional, state and federal legislative priorities into federal authorization and appropriations bills as appropriate and protect the city from adverse legislation

Work with the city to develop positions and tactics which implement the city's strategic objectives regarding developing legislation and funding opportunities.

- Provide information and advice regarding upcoming legislative hearings which may impact policies and programs of the city.
- Attend, participate and/or speak in hearings and other public sessions of interest to the city.
- Assist in the preparation of testimony before legislative committees in both Chambers at the state and federal level and represent the city before such committees.
- Assist in drafting legislative language and other written materials deemed of interest to the city to ensure that the goals and objectives of the city are fulfilled.
- Assist in drafting responses to Federal Register notices and other state and federal public comment announcements.
- Assist in the preparation of appropriate written materials supporting the city's legislative goals, including letters, talking points, bill summaries and position papers.

Task 2.2 – Liaison & Advocacy Activities

The Firm will be expected to maintain frequent contact with City of Seaside elected delegation members and their staff to represent and advocate for city policies. The Firm will assist in advancing advocacy activities and priorities as follows:

- Recommend appropriate activities for City Council and state and federal Administration staff at various stages of the legislative process.
- Provide general and strategic political and technical advice to the City Council and staff on legislative and funding proposals.
- Represent Seaside and advocate on behalf of the priorities established by the City Council with members of the State and Federal Legislature, the Biden Administration, key Committees, regulatory agencies, and relevant associations.
- Assist the city in building relationships with the California Congressional delegation (House and Senate), state legislature, state and federal legislative leaders, appropriators, staff members of key legislative committees, state and federal agencies, and the US Army Corps of Engineers and US Armed forces.
- Build the city's presence with state and federal agencies and the Biden

Administration.

Task 2.3 – Meetings & Coalition Activities

The Firm will be required to arrange meetings between key regional, State, and/or federal legislative members and committee members, Biden Administration, CA Governor's Office, LA County Board of Supervisors officials and regulatory staff as appropriate in Washington, D.C and Sacramento or in district offices and provide logistical support for Washington, D.C. and Sacramento visits.

SUBMITTAL REQUIREMENTS

A. Cover Letter & General Information

The letter shall include the name and address of the firm and state whether the firm is an individual, partnership, corporation, joint venture, special-purpose entity, or other entity. The letter should also provide the name and contact information of the person(s) authorized to officially represent the firm. The person authorized to represent the firm must sign the letter.

B. Table of Contents

The table of contents shall outline all the components of the proposal, including sequential page numbers and section numbers prescribed below in this section.

C. Statement of Understanding

Clearly and concisely articulate your understanding of the work to be performed and the overall approach including methodology, resources, capability and commitment to manage task orders and complete all required work. Summarize your understanding of the city's needs, projects and programs and how they align with federal, state, and regional priorities. How can it strengthen its position at each level of government? Describe the city's regional, state, and federal elected delegation and your relationship with each. How are their respective committee assignments relevant to the city's needs? Describe a few of the most appropriate funding opportunities available today that the city should be aware of and/or act upon. Provide your general approach for developing a flexible legislative framework inclusive of specific strategies and/or tactics to advance Seaside initiatives. with federal, state, and regional priorities. How can it strengthen its position at each level of government? Describe the city's regional, state, and federal elected delegation and your relationship with each. How are their respective committee assignments relevant to the city's needs? Describe a few of the most appropriate funding opportunities available today that the city should be aware of and/or act upon. Provide your general approach for developing a flexible legislative framework inclusive of specific strategies and/or tactics to advance Seaside initiatives.

D. Firm Background & Project Team

Provide the firm's history, background, and areas of expertise. Provide an organizational chart that identifies all key members of the project team, including the legal principal in the proposed project. Clearly identify all proposed sub consultant(s), including the work each firm is anticipated to conduct. Provide in-depth resumes describing relevant skills, qualifications, project experience, education and certifications, and accomplishments for each key project member and sub-consultant(s). If applicable, provide any small business enterprise certifications such as disadvantaged, minority-owned, women-owned, or veteran owned businesses certificates. If applicable, describe the firm's and/or Principal(s) history of providing services directly or indirectly to the City of Seaside, city officials, and/or executive staff.

E. Range of Services & Recent Successes

Describe the range of services provided and which services may be best suited for Seaside. Describe the firm's relationship with the current regional, state and federal administration, elected representatives and their respective staff, agencies and departmental executives, and other key influential entities, such as the U.S. Army Corps of Engineers. Describe the Firm's ability and capacity to draft grant proposals. Highlight at least 3 major successes within the last 3

years and describe the nature of work, your direct and indirect role, and the measurable outcomes of these successes.

F. References & Past Performance

Provide at least five public agency references within the last five years, including the following information:

- i. Name of government entity
- ii. Name, title, and contact information of the contract manager or primary point of contact
- iii. Any client reports, evaluations, or documentation that summarizes the firm's performance
- iv. If applicable, describe any situations where the firm and/or Principal(s) were terminated by a client in the last five years

G. Fees for Service / Resources Allocation Matrix

Submit a Not-to-Exceed fee schedule that includes the rates and billing increments for each respective job title and consultant staff members assigned to the project. The fee schedule must be submitted as a separate file. Identify and describe any other fees or costs that could apply (e.g. cost adjustments, equipment, travel, etc.) for the type of work and services requested. Include a fee schedule for reimbursement items on an as-needed basis and cost estimates for each task. The City's policy on consultant and consultant expenses is as follows:

- a. Hotel, Meals and Airfare - The City will not reimburse for lodging, meals, mileage or transportation for the consultant or its agents.
- b. Entertainment/Personal Services - Under no circumstances are expenses related to entertainment (i.e., theater tickets, sporting events, etc.) or personal services (i.e., dry cleaning, haircuts, etc.) reimbursable.
- c. Printing and Photocopies – All printing and photocopying costs shall be included in the not to exceed fees.
- d. Incidental Expenses – There will be no reimbursements for deliveries/transmittals, telephone expenses or equipment rental/purchases.
- e. Proposal Preparation Costs - The City will not reimburse the consultant for any costs associated with the preparation of a proposal.
- f. Other Expenses - Proposals may include a list of itemized unit costs of billable expenses typically incurred in the performance of the contract. Items that have not been specified, shall be approved by the City prior to providing and billing the expense.

TASK ORDER FEE PROPOSAL SUBMITTAL REQUIREMENTS

If an Agreement is successfully negotiated, your firm will be asked to provide professional services on an on-call basis. Typically, the Contract Administrator will send the consultants a task order for specific duties and responsibilities and depend on available funding appropriated in the city budget. Being selected for the final on-call bench is not a guarantee that a task order will be awarded or issued to your firm.

A more detailed Not-to-Exceed fee proposal shall be submitted upon responding to an individual task order. The fee proposal must include conservatively estimated reimbursable expenses to complete each major task as described in the task order Scope of Work. The cost proposal must be consistent with the Resource Allocation Matrix to provide a breakdown of approximate personnel-hours by classification (job title and hourly rate) in order to accomplish each task and subtask described in the Scope of Work. The successful selected Consultant's monthly invoices must reflect similar information in order to be processed.

SUBMITTAL INSTRUCTIONS

All proposals must be submitted as a single, searchable PDF document (optimized and compressed) no later than Thursday, July 14 at 12:00 p.m. Pacific Standard Time. The naming convention for the file is [Company Name – Seaside Lobbying, Advocacy & Grant Services]. A confirmation notification will be provided within 24 hours of submission. The fee schedule must be submitted as a separate file.

Proposals may be submitted via email to (insert name) (email@ci.seaside.ca.us).
Proposals in a physical print format will not be accepted.

Submittals in pdf format must be fully ADA compliant. Large files may be sent using a cloud base system such as Dropbox.

Failure to comply with these instructions may render the proposal non-responsive.

CONTRACT PERIOD

Upon final selection, all services will be provided through a Professional Services Agreement (PSA) for a period of two (2) years from Fiscal Year (insert year) through Fiscal Year (insert year), with two (2) optional one-year extensions (FY (insert year) & FY (insert year)). Compensation will be calculated as Time and Materials with a Not-to-Exceed amount, as specified in the Agreement and Fee Schedule. The fee schedule will be in effect for the duration of the Agreement. Specific project work may be transferred to another consultant if the work is not satisfactorily concluded by the end of the Agreement.

EVALUATION PROCESS

Proposals may be evaluated and ranked by a review panel consisting of city staff. Strong consideration will be given to the proposal based on experience within the areas of expertise and the ability to respond quickly to a request from the city.

Following a review of the proposals, the city may conduct interviews. However, the city reserves the right, at its sole and absolute discretion, to select based solely upon the submitted proposal.

The proposals will be rated according to the following selection criteria (in no particular order):

1. Overall and Quality of Experience (30%)

- Depth of project understanding and the stated goals and objectives
- Capabilities directly related to the responsibilities, knowledge, and duties outlined in the RFP
- Level of experience with municipal governments
- Ability to integrate innovation, technology and unique techniques, strategies and approaches
- Ability to balance modern and traditional communication methods

2. Team and Sub-Consultant Qualifications (20%)

- Expertise in the fields necessary to execute the work and services requested
- Recent and relevant experience of team members
- Professional qualifications and education of collective team members

3. Quality of Past Performance (20%)

- Demonstrated success in achieving similar project goals and objectives
- Strong references from prior municipal government clients
- Strong references for individual members of the team

4. Ability to Meet Project Requirements (30%)

- Capability of coordinating with City staff, residents, stakeholders and other consultant teams
- Level of availability based on current and future workloads
- Flexible to changing environments and conditions
- Accessible resources, equipment, and staffing to satisfy all work

Upon completion of all proposals, a short list will be established and the city may proceed with interviews and/or enter into negotiation with the top ranked firms for the desired consulting services. Compensation for the subject services will be negotiated based on what is fair and reasonable to the city. Should city staff and the top-ranked Firm be unable to reach an agreement, negotiations with that Firm will be terminated and negotiations will commence with the next ranked firms in order of their evaluation ranking until an agreement is reached and a Firm is selected.

AWARD CONTRACT

Following the evaluation process, staff will recommend a contract award to the most qualified firms providing the best value to the city. The term of the contract will begin upon transmitting a formal Notice to Proceed, which will be issued after the Professional Services Agreement is fully executed, and all required supplemental documents, insurance documents, etc. have been received and approved.

PAYMENT TO CONSULTANT

- A. Once the contract is executed, the city will pay the Consultant for work complete consistent with the Resource Allocation Matrix. Cost Schedule is as described in the Fee Proposal.

- B. Progress payments shall be based on tasks performed as identified in the Cost Schedule. Monthly invoices will specifically identify job title, person-hours, hourly rate and costs incurred by each task.
- C. Sub-categorization of task is permitted to better define the task for payment.
- D. All tasks including labor and reimbursable costs shall have supporting documentation presented at the time payment is requested.
- E. The City will pay the Consultant for all acceptable services rendered in accordance with the "Professional Services Agreement." The city will only accept invoices from the consultant for work that has been reviewed and approved by city's staff.

STANDARD TERMS AND CONDITIONS

In addition to the previous requirements, the Proposer shall, at minimum, perform or make provisions for the following general requirements:

- A. ADDENDA. Should it be necessary for the City to issue addenda to this RFP during the proposal period, the City will endeavor to notify the known holders of this RFP. The addenda will be posted on <http://www.pico-rivera.org/rfps/> for any interested parties to review. Proposal should include a notation that the Proposer is aware of all of the addenda, which have been issued and has incorporated their provisions in their proposal. Proposers are responsible for ensuring that they have obtained all addenda.
- B. ADDITIONAL INFORMATION. The City reserves the right to request additional information or clarifications from Proposers where it may serve the City's best interest.
- C. ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.
- D. AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation prepares the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation.

Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.
- E. AWARD OF PROPOSAL. City reserves the right to negotiate final terms with the selected Proposer, if any. Award may be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria.

F. COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

G. CANCELLATION OF SOLICITATION. The City may cancel this solicitation at any time.

H. CONFLICT OF INTEREST. By signing the Certificate of Proposal (Appendix D), the Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposals, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom. COSTS. The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

I. DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe, that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit (Appendix B).

J. DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy him/herself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Proposer to examine documents shall in no way relieve him/herself from any obligations with respect to the solicitation and/or subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. The failure or neglect of a Proposer to receive or examine any of the documents shall in no way relieve him from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

K. INTERPRETATION OF RFP DOCUMENTS. City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, he may submit to the City a written request for an interpretation or correction.

Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City. The contact person for all questions regarding this RFP (Name), (Title). He can be reached via e-mail at email @pico-rivera.org. Proposers may no contact any other staff members with questions.

The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the RFP documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received RFP documents. All such addenda shall become a part of the RFP document. It is the responsibility of each Proposer to ensure the City has their correct business name, mailing address and e-mail address on file. Any prospective Proposer who obtained a set of RFP documents is responsible for advising the City that they have a set of RFP documents and wish to receive subsequent Addenda.

L. IRREGULARITIES. City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Manager.

M. NON-DISCRIMINATION. Proposer represents and warrants that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliation or opinion, age or medical condition.

N. NON-EXCLUSIVE. Should the City make an award, the successful Proposer will enter into a NON-EXCLUSIVE professional services agreement and the City reserves the right to enter into agreements with other firms.

O. OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal.

P. OWNERSHIP. All data, documents and other products used or developed during the RFP process become the property of the City upon submission.

Q. NO OBLIGATION. The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

R. PROPOSAL, REJECTION OF. The City reserves the right to reject any or all proposals or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due to the City.

S. PROPRIETARY INFORMATION. All bid proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. Proposals should not be marked as confidential or proprietary, and City may refuse to consider a proposal so marked. All information contained within the proposals will become a matter of public record. It is the responsibility of each bidder

to clearly identify any and all information contained within their bid proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by a bidder is made, the City will notify the bidder in writing of such demand and shall furnish a copy of the City's written response to the requestor. Bidder may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

T. NO PUBLIC BID PROPOSAL OPENING/PUBLIC RECORDS ACT. Bid proposals shall be opened and their contents secured by City staff to prevent disclosure during the evaluative process and the process of negotiating with competing Proposers. Adequate precautions shall be taken to treat each Proposer fairly and to ensure that information gleaned from competing proposals is not disclosed to other Proposers. Prices and other information concerning the proposals shall not be disclosed until a recommendation for award is made to the awarding authority.

U. REPRESENTATIONS. Proposer understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by the City in the evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

V. RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposal and Scope of Services and all conditions may become part of the agreement between the City of Seaside and the successful Proposer.

W. SEVERABILITY. If any provisions or portion of any provision, of this Request for Quotations are held invalid, illegal or unenforceable, they shall be severed from the Request for Quotations and the remaining provisions shall be valid and enforceable.

X. SUB-CONSULTANT INFORMATION. If the proposal includes the use of sub-consultants, Proposer must identify specific sub-consultants and the specific requirements of this RFP for which each proposed sub-consultant would perform services. If a subcontract for work services to be performed exceeds \$25,000 the subcontract must contain all required provisions of the prime contract.

Y. SUB-CONSULTANT REFERENCES. For all sub-consultants that will be used for providing services as part of the RFP, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- a. Client name
- b. Project description
- c. Dates (starting and ending)
- d. Technical expertise
- e. Staff assigned to reference engagement that will be designated for work per this RFP
- f. Client project manager's name and telephone number

Z. VALIDITY. Proposal must be valid for a period of 90 days from the due date.

AA. WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by City staff before the Proposal Submittal Deadline.

INSURANCE REQUIREMENTS

See the attached Professional Services Agreement

ATTACHMENTS

- A. Appendix A: Sample Professional Services Agreement
- B. Appendix B: Non-Collusion Affidavit
- C. Appendix C: Consultant's Acknowledgement of Insurance Compliance
- D. Appendix D: Certification of Proposal



CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: May 18, 2023

SUBJECT: CONSIDER CO-SPONSORSHIP AND WAIVE ALL FEES RELATED TO PAUSE THE CALLS "KNOW YOUR RIGHTS" TRAINING AT SOPER FIELD COMMUNITY CENTER ON MAY 20, 2023

RECOMMENDATION

Consider approving the request from Pause The Calls to co-sponsor their "Know Your Rights" training at Soper Field Community Center on May 20, 2023 from 12:00 p.m. to 4:00 p.m. Approval of this item will result in a waiver of all fees in the approximate amount of \$613.00.

BACKGROUND

Pause The Calls is not a non-profit organization. They are requesting co-sponsorship to waive all fees related to their "Know Your Rights" training at Soper Field Community Center on May 20, 2023 from 12:00 p.m. - 4:00 p.m. They are collaborating with the NAACP of Monterey County Black Caucus. Pause The Calls is a public safety initiative that aims to reduce the amount of calls made to armed law enforcement for non-violent situations, especially those that involve Black people and people of color. Pause the Calls is striving to move the community forward in a better way by, favoring a conception of keeping people safe as a society that is holistic and fair-minded but seeks to stop harm from being done by educating community members.

Pause the Calls aims is to present tools to serve the community. Their goal is to equip community members with tools through their "Know Your Rights" training that will help them navigate through the challenges they may face, while helping keep them safe, work on deescalation, and reduce harm and crime. It's also a part of their proposal to save the City and taxpayers money by trying to reduce the calls to the police. With these tools, they want to work towards creating space in the City budget for trained and unarmed professionals who provide equitable service to the community. This is the

first request from Pause the Calls for co-sponsorship of this training.

One of the main requirements for the Fee Waiver policy if that organization must be a 501(c)3 non-profit or public benefit organization and provide taxpayer identification. However, organizations can request the City to co-sponsor the event as an alternative way to receive a fee waiver. Pause the Calls does not meet the requirements for the Fee Waiver policy so they are requesting the City to co-sponsor their event so the fee could be waived.

If the Council decides to approve the co-sponsorship, it is recommended that the organization pay the non-refundable deposit of \$52.00.

FISCAL IMPACT

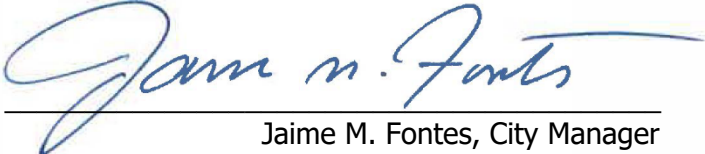
Should the City Council approve the request for co-sponsorship of the Pause to Calls event "Know your Rights" to waive all fees and costs except for the non-refundable deposit, the approximate fiscal impact is as follows:

Seaside Community Center Fee 8 Hours @ \$59.25	\$474.00
Insurance	\$ 87.00
<u>Deposit Non Refundable Portion</u>	<u>\$ 52.00</u>
TOTAL - Full Fee Waiver	\$613.00
TOTAL - Minus the Non-Refundable Deposit	\$561.00

ATTACHMENTS

1. Pause The Calls Fee Wavier Request 2023
2. Pause The Calls - Know Your Rights - Flier 2023
3. Pause the Calls event info

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: Pause the Calls
Name of Applicant: (PO BOX 1475) MIRIAM SMITH
Address: PO Box 1475 City: Seaside State: Ca
Phone: 831-747-5880 Email: SMITHMiriam8316@gmail.com

EVENT INFORMATION:

Event Title: 12pm-4pm
Event Description: It's a forum to hear ppl speak of further Seaside Police will come to one of our events
Event Date: 5-20-23 Room(s) Requested: Main Safety Room
Time (including set-up): 11-5 Approximate Number of Guests: 40

ADDITIONAL INFORMATION: Asking for City Co Sponsorship

Reason for Requesting Fee Waiver: I Educate the community & bring community members together to reduce harm, crime & save lives

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

What is your organization's tax identification number? _____

What percentage of your members or participants resides in Seaside? 70-80% or more

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: Miriam Smith Date: 4-27-23

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____ Date: _____

Notes: _____

82-15-102



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

CONTACT INFORMATION:

ROOM: Super Field Community Center

Organization: Pause the Calls/Know Your Rights

Name of Applicant: Derrick Elder

Address: 775 Kimball Ave. Ste 102 City: Seaside Zip: 93955

Phone: 831-899-6851 Email: delder@ci.seaside.ca.us

Day of Event Contact Name and Phone: 831-718-7265

☐ Resident ☐ Non-Resident

EVENT INFORMATION:

Event Title: Know Your Rights

**Please attach invitation or flyer if available.*

Event Date: Sat. 5/20/2023 Approximate Number of Guests: 40

Reservation Time: 9:00 AM - 5:00 PM Event Time: 10:00 AM - 4:00 PM

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

Special Instructions: _____

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

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

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

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

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

Applicant Signature: [Signature] Date: 5/4/2023

(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 ½ Hour	\$38	\$47.50

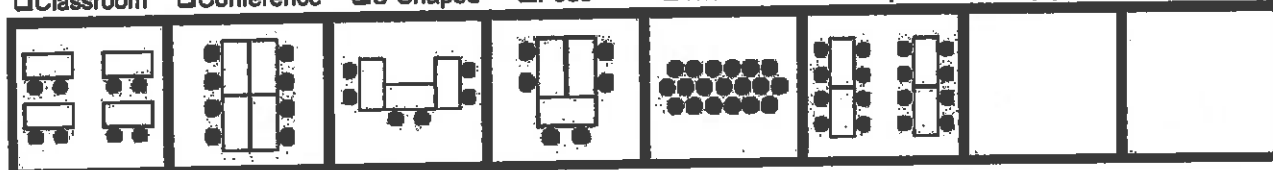
Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$47.00. Proof of 501(c)(3) required.

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



#PauseTheCalls Know Your Rights Training

Stay Silent!

Free Event

Protest Rights

Campus Police

Homeless

Walking

Driving

Saturday, May 20th, 2023, 12pm-4pm

Registration from 12-12:30pm

Break from 2-2:30pm

Clinic from 3-4:00pm

Soper Field Community Center

220 Coe Ave, Seaside

Contact: Miriam Smith

Email: pausethecalls@gmail.com

Send donations to

Cashapp: \$pausethecalls

Venmo: @idiochromatic



RSVP Today!

tinyurl.com/May23kyr

#PauseTheCalls is Recruiting



Pause the Calls To Save Black Lives Meeting
May 20, 2023

MAY X 5 2023

Participation

Received

Miriam Smith, Derek Elder, Pastor Kenneth Murray, Seaside, Community Before Cops,
Linwood Eady
Deaus Giamble
Wes White,,
Sheri Smith,
Attorney Alex Mares
Immigration attorney
Attorney Zack Newhouse

Waiting on Wendy Asheville's office to respond with who's attending and speaking.
Another attorney possibly criminal defense, waiting to hear back.

12d

Collaborating with us is NAACP of Monterey County
Black Caucus

Public Defenders of Monterey County Relief Program

Context

Pause The Calls is our public safety initiative that aims to reduce the amount of calls made to armed law enforcement for non-violent situations, especially those that involve Black people and People of Color. The idea of Pause The Calls is to move in a more excellent way; favoring a conception of keeping ourselves safe as a society that is not only holistic and fair-minded but seeks to stop harm from being done by educating community members. We want to also help share and teach readily available information through popular education techniques.

Part of the purpose of Pause the Calls is bridging the gap between rich and poor, ending mass incarceration, and stopping recidivism. We do this through offering tools to serve and educate the community, such as best practices to reduce harm among Black people, People of Color, poor people and disabled people, and increasing public safety, ending police violence, and eradicating systemic and institutional racism.

Our Know Your Rights training includes:

- Learn how to be an emergency responder
- 1st, 4th, 5th, and 6th Amendment rights
- Remain silent and don't answer questions
- Don't open your door and ask to see the warrant
- Don't run, ask "am I free to go?" and walk away
- Ask to speak to an attorney
- Don't agree to a search
- Don't sign anything

A handwritten signature in dark ink, appearing to read 'M. Smith' or similar, with a stylized flourish at the end.