



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, July 6, 2023

5:00 PM

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

VIRTUAL PUBLIC PARTICIPATION INSTRUCTIONS

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

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

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

IN PERSON PARTICIPATION INSTRUCTIONS

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

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

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

5. PUBLIC COMMENT

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

6. PUBLIC AGENCY COMMUNICATIONS

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

7. PRESENTATIONS

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

B. PRESENTATION OF APRIL AND MAY 2023 HOUSES OF THE MONTH (NEIGHBORHOOD IMPROVEMENT COMMISSIONER, RAY RIORDAN)

C. SEASIDE POLICE AND FIRE "CHAMP" YOUTH CADET PROGRAM (FIRE CHIEF MARY GUTIERREZ AND POLICE COMMANDER JUSTIN PASCONE)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM JUNE 15, 2023

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE AND FILE CITY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of December 17, 2022 through January 27, 2023, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending December 29, 2022 and January 20, 2023. Total Accounts Payable and Payroll for the above referenced period is \$6,091,505.12.

C. APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION: Approve and file the accounts payable and wired payments made during the period of December 17, 2022 through January 27, 2023, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending December 29, 2022 and January 20, 2023. Total Accounts Payable and Payroll for the above referenced period is \$30,929.39.

D. APPROVE PROCLAMATION RECOGNIZING JULY AS BEBE MOORE CAMPBELL NATIONAL MINORITY MENTAL HEALTH AWARENESS MONTH

RECOMMENDATION: Approve proclamation recognizing July 2023, as National Minority Mental Health Awareness Month in the City of Seaside.

E. APPROVE PROCLAMATION RECOGNIZING JULY 28, 2023, NATIONAL BUFFALO SOLDIERS DAY

RECOMMENDATION: Approve a proclamation recognizing July 28, 2023, as National Buffalo Soldiers Day in the City of Seaside.

F. APPROVE A FEE WAIVER REQUEST FROM PAJARO VALLEY OHLONE COUNCIL FOR THEIR "RED DRESS DAY - HONORING INDIGENOUS WOMEN" EVENT ON MAY 04, 2024

RECOMMENDATION: Approve the fee waiver request from Pajaro Valley Ohlone Indian Council for the use of Laguna Grande Hall on May 03, 2024, to set-up and Laguna Grande Combo and Seaside Room on May 04, 2024 to hold their event "Red Dress Day - Honoring Indigenous Women" in the amount of \$1,041.00, the Organization to provide the City with the insurance of \$122.00 and the non-refundable portion of the deposit of \$98.25.

G. APPROVE A FEE WAIVER FROM CALIFORNIA STATE UNIVERSITY MONTEREY BAY'S DEPARTMENT OF SOCIAL WORK FOR THE USE OF THE LAGUNA GRANDE HALL AND KITCHEN FOR THEIR MASTER OF SOCIAL WORK, NEW STUDENT ORIENTATION ON AUGUST 21, 2023

RECOMMENDATION: Approve a fee waiver request from California State University Monterey Bay's Department of Social Work for the use of Laguna Grande Hall and kitchen to hold their MSW New Student Orientation in the amount of \$506.25, the Organization to provide the City with the non-refundable portion of the deposit of \$98.25.

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

RECOMMENDATION: Approve the report as presented in the agenda packet.

I. APPROVE APPOINTMENTS TO THE ENVIRONMENTAL COMMISSION, COMMUNITY SAFETY ADVISORY COMMISSION AND THE COMMISSION ON JOBS, OPPORTUNITIES, AND BUSINESSES IN SEASIDE

RECOMMENDATION: Accept the appointments to Commissions as recommended by the Mayor.

J. APPROVE A REQUEST FROM BLACK LEADERS AND ALLIES COLLABORATIVE FOR SPONSORSHIP IN THE AMOUNT OF FIFTEEN HUNDRED DOLLARS (\$1,500.00), AND USE THE CITY LOGO ON PROMOTIONAL MATERIALS FOR THE MONTEREY COUNTY RACE RELATIONS SUMMIT MEETING ON JULY 14, 2023 TO BE HELD AT EMBASSY SUITES HOTEL IN SEASIDE

RECOMMENDATION: Approve the request and make a contribution to the Monterey County Race Relations Summit Meeting in the amount of \$1,500.00 and allow the use of the City logo on promotional materials.

K. ADOPT A RESOLUTION AUTHORIZING A CONTRACTOR SERVICES AGREEMENT WITH CALIFORNIA PREMIER RESTORATION FOR ON-CALL PROPERTY CLEAN-UP SERVICES FOR AN AMOUNT NOT TO EXCEED \$75,000.00 AND TOTAL PROJECT COST, INCLUDING A 10% CONGINGENCY OF \$82,500.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a contractor services agreement with California Premier Restoration to perform On-Call Property Clean-Up Services for an amount not to exceed \$75,000.00 and total project cost, including a 10% contingency of \$82,500.00.

L. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT #3 TO INCREASE THE PROFESSIONAL SERVICES CONTRACT BY AN AMOUNT NOT TO EXCEED \$100,000.00 WITH KIMLEY-HORN TO PROVIDE ADDITIONAL CAMPUS TOWN PROJECT MANAGEMENT SERVICES FOR A CUMULATIVE CONTRACT AMOUNT NOT TO EXCEED \$555,200.00 TO BE REIMBURSED BY DEVELOPER OR PAID FOR OUT OF THE FORT ORD REUSE AUTHORITY DEMOLITION BONDS

RECOMMENDATION: Adopt resolution authorizing the City Manager to execute contract amendment #3 increasing the amount of the contract by \$100,000 to provide increased services for the Campus Town project.

M. ADOPT A RESOLUTION CLARIFYING REGULATIONS RELATED TO THE ALLOCATION OF WATER FOR ACCESSORY DWELLING UNITS

RECOMMENDATION: Adopt a Resolution clarifying that previously adopted regulations for Accessory Dwelling Units apply within the Seaside Municipal Water District service area.

N. ADOPT A RESOLUTION AUTHORIZING THE MAYORS OF SEASIDE AND OAXACA DE JUAREZ MEXICO TO ENTER INTO AN AGREEMENT TO APPROVE THE CITY OF SEASIDE DONATION OF SURPLUS SEASIDE FIRE AND POLICE EQUIPMENT TO OAXACA DE JUAREZ FIRE DEPARTMENT, AND HAVE A MUTUAL EXCHANGE OF TRAINING

RECOMMENDATION: Adopt a Resolution to enter into an agreement with Oaxaca De Juarez Mexico to donate surplus fire and police equipment to them.

9. BUSINESS ITEMS

A. ADOPT A RESOLUTION APPROVING THE NORTH FREMONT STREET SIDEWALK GAP CLOSURE PROJECT MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM

RECOMMENDATION: Adopt the resolution approving the North Fremont Street Sidewalk Gap Closure Project Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

10. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

1. Lobbyist RFP

11. 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.

12. 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: The Property Commonly Referred to As Campus Town (Property bounded by Highway 1/1st Avenue, 7th Avenue, Lightfighter/Colonel Durham Street, and Gigling)
Agency Negotiators: City Manager, et. al
Negotiating Parties: Danny Bakewell Jr., et. al. and City of Seaside

Under Negotiation: Purchase and Sale Agreement Terms

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE 54956.8

Property: A portion of APN 031-151-055 located to the east of General Jim Moore Blvd./Generally South of Lightfighter commonly referred to as the Presidio of Monterey Fire Station

Agency Negotiators: City Manager, et. al.

Negotiating Parties: US Army and City of Seaside

Under Negotiation: price, terms of payment or both

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

13. ADJOURNMENT

Next Regularly Scheduled Meeting:
JULY 20, 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, June 15, 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

Pastor Kenneth Murray (Oceanview Baptist Church) led invocation. The pledge of allegiance was led by Mayor Pro Tem Pacheco.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Kenneth James, Laura Murray, Lisa Mitchell, Peter Kaiser, Mariam Smith, Susan Schivonni, Roselyn Green, Karla Lobo, Alvin Edwards, Ruthie Watts, Pastor Kenneth Murray

6. PUBLIC AGENCY COMMUNICATIONS

Alvin Edwards, Director, Division 1 – Monterey Peninsula Water Management District reported the budget will be discussed and voted on June 20, 2023.

7. PRESENTATIONS

A. MAYOR'S KEY TO THE CITY PRESENTED TO MR. BENNIE W. COOPER (MAYOR IAN N. OGLESBY)

Mayor Ian Oglesby presented the Key to the City to Mr. Bennie W. Cooper.

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

Director Meewis provided a presentation and reviewed the following upcoming events and responded to questions from the Council:

- Juneteenth Monterey County – June 17 – Laguna Grande Park
- Here & Queer & Thriving, a pride open mic night – June 18 – Palenke Arts 6pm

- Community Workshop for the Revised Public Draft Plan & 6th Cycle Housing Element Release – June 22 – Oldemeyer Center, 6-8pm
- Pollinator Celebration – June 24 – Lincoln Cunningham Park 10-12pm
- Lincoln Cunningham & Havana Soliz Parks Concept Plan Community Outreach Event – June 24 - Lincoln Cunningham Park 9-11am
- Hot Cars & Cool Nights – June 30, July 28, August 25, September 29 – Broadway Ave 4-8pm
- July 4th Red, White, and Blues – July 4 – City Hall Lawn 1-4pm
- City's Teen Center and Seaside's Classic Car Club presents Youth Summer Jam – July 8 – Seaside Teen Center 1-4pm
- Sunday Blues in the Park 2023 – July 9, July 16, July 23, July 30, August 6 – Laguna Grande Park 1-4:30pm
- Monterey Peninsula Obon Festival – July 9 – Monterey Peninsula Buddhist Temple 12-5pm
- Porsche Monterey Classic – August 14 – Porsche Monterey (1781 Del Monte) 4-8pm
- Exotics on Broadway – August 19 – Broadway Ave 1-6pm
- Consours d'Lemons – August 19 – Seaside City Hall
- Concorso Italiano – August 19 - Bayonet & Blackhorse Golf Course
- Tree Giveaway – Seaside Residents – bit.ly/seasidefreetree23
- CalFresh information
- Family & Community Support Program – (831) 899-6852
- Friends of Seaside Parks Association Park Clean Ups – June 17, June 24, July 1, July 8
- Monterey Bay F.C. Home Games – June 24, July 8, July 15

Follow us on social media: facebook.com/SeasideCA, Instagram: @cityofseaside, Twitter: @City_of_Seaside

C. MONTEREY COUNTY RACE RELATIONS SUMMIT MEETING (DIRRICK WILLIAMS, FOUNDER & EXECUTIVE DIRECTOR OF BLACK LEADERS AND ALLIES COLLABORATIVE)

Mr. Williams spoke to the City regarding the Race Relations Summit Meeting and invited the City Council to attend. The meeting will be held July 14, 2023 from 10:00am – 3:30pm. Mr. Williams then responded to questions from the Council.

8. CONSENT AGENDA

Items 8B and 8K was pulled by Peter Kaiser. There were no comments from the public.

On motion by Council 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, with the exception of Items 8B and 8K, which were pulled.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM MAY 30, MAY 31, AND JUNE 1, 2023

ACTION: Approved

B. APPROVE A PROCLAMATION RECOGNIZING JUNE 2023 AS PRIDE MONTH IN THE CITY OF SEASIDE

Public Comment: Peter Kaiser, Karla Lobo, Juan Sanchez, Miriam Smith, Silvia Chi

On motion by Council 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 a proclamation recognizing June 2023 as Pride Month in the City of Seaside.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: Approved

C. APPROVE A PROCLAMATION DESIGNATING JULY 2023 AS PARKS AND RECREATION MONTH

ACTION: Approved

D. APPROVE A FEE WAIVER REQUEST FROM SEASIDE HIGH SCHOOL FOR COSTS ASSOCIATED WITH THE ANNUAL HOMECOMING PARADE ON SEPTEMBER 01, 2023

ACTION: Approved

E. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE POLICE ACTIVITIES LEAGUE TO COVER THE COSTS ASSOCIATED WITH THE SPORTS PROGRAM, INCLUDING THE PURCHASE OF NEW EQUIPMENT, UNIFORMS, TOURNAMENT FEES, INSURANCE, AND REGISTRATION COST FOR TRANSPORTATION

ACTION: Approved

F. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL BASEBALL TEAM FOR COSTS ASSOCIATED WITH NEW EQUIPMENT AND UNIFORMS

ACTION: Approved

- G. APPROVE THE REMOVAL OF THE 2-HOUR PARKING SIGNS IN FRONT OF THE JAGUAR - LAND ROVER - VOLVO DEALERSHIP AT 1711 DEL MONTE BOULEVARD AS RECOMMENDED BY THE TRAFFIC ADVISORY COMMITTEE**

ACTION: Approved

- H. ADOPT A RESOLUTION AMENDING THE CAPITAL IMPROVEMENT PROGRAM TO INCLUDE THE LOCAL ROADWAY SAFETY PLAN PROJECT; AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX FOR AN AMOUNT NOT TO EXCEED \$87,890.00, AND APPROPRIATING \$96,679.00 FROM THE GENERAL FUND TO THE PROJECT ACCOUNT**

ACTION: Adopted Reso #23-102

- I. ADOPT A RESOLUTION APPROVING THE LAGUNA GRANDE REGIONAL PARK TRAIL AND VEGETATION MAINTENANCE STRATEGY PROJECT MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM, AND ADOPT THE LAGUNA GRANDE REGIONAL PARK TRAIL MAINTENANCE STRATEGY**

ACTION: Adopted Reso #23-103

- J. ADOPT THE RESOLUTION MODIFYING THE CLASSIFICATION PLAN AND POSITION ALLOCATION LIST TO ADD ONE RECREATION SUPERINTENDENT, ONE PUBLIC WORKS SENIOR SERVICES MANAGER/CITY ENGINEER AND DELETE ONE RECREATION SUPERVISOR**

ACTION: Adopted Reso #23-104

- K. ADOPT A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE RIGHT OF ENTRY TO MONTEREY 1 WATER (M1W) FOR THE EXPANDED PURE WATER MONTEREY GROUNDWATER REPLENISHMENT PROJECT**

Public Comment: Peter Kaiser, Alvin Edwards

On motion by Council 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 adopt a resolution to authorize the City Manager to execute Right of Entry to Monterey 1 Water (M1W) for the expanded Pure Water Monterey Groundwater Replenishment Project.

RESULT: 5-0-0-0

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

NOES: None
ABSTAIN: None
ABSENT: None

ACTION: Adopted Reso #23-105

L. ADOPT A RESOLUTION AUTHORIZING A BUDGET TRANSFER OF \$65,000.00 OF NEIGHBORHOOD IMPROVEMENT COMMISSION (NIC) FUNDS TO THE FERNANDO PARK IMPROVEMENT PROJECT

ACTION: Adopted Reso #23-106

M. APPROVE AND DECLARE A VACANCY ON THE ART & HISTORY COMMISSION

ACTION: Approved and Declared

9. PUBLIC HEARING

A. ADOPT AN ORDINANCE AMENDING SEASIDE MUNICIPAL CODE CHAPTER 12.04 STREET EXCAVATIONS AND ESTABLISHING A MORATORIUM AGAINST CUTS ON RECENTLY RESURFACED STREETS WITHIN THREE TO FIVE YEARS (SECOND READING - ROLL CALL VOTE)

Public Works Director/Engineer Nisha Patel provided the presentation and responded to questions from the Council. There were no comments from the public.

On motion by Council 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 adopt an ordinance amending Chapter 12.04 Street Excavations of the Seaside Municipal Code updating inconsistencies with current organizational best practices for permitting, associated fees, resurfacing specifications, and liability insurance and establishing Sections 12.04.100, 12.04.110, 12.04.120 relating to a moratorium against cuts on newly improved streets, moratorium permit requirements, and moratorium restoration requirements.

RESULT: 5-0-0-0

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

NOES: None

ABSENT: None

ABSTAIN: None

ACTION: Adopted Ord #2025

10. BUSINESS ITEMS

A. RECIEVE PRESENTATION AND DISCUSS THE MONTEREY ONE WATER WASTEWATER SERVICE CHARGES (MIKE MCCULLOUGH, DIRECTOR OF EXTERNAL AFFAIRS)

Mr. McCullough provided the presentation and responded to questions from the Council.

Public Comment: Alvin Edwards, Karla Lobo, Miriam Smith

Recess: 7:36 p.m. – 7:59 p.m.

B. ADOPT A RESOLUTION APPROVING THE FISCAL YEAR 2023-2024 GENERAL AND OTHER FUNDS OPERATING BUDGET, CAPITAL OUTLAY BUDGET, CAPITAL IMPROVEMENT BUDGET, FEE SCHEDULE, INVESTMENT POLICY, POSITION CONTROL LIST, SALARY SCHEDULE, THE APPROPRIATIONS LIMIT, THE CAPITAL IMPROVEMENT PLAN, AND SET RESERVE AMOUNTS

Finance Director Victor Damiani provided the presentation and, along with Public Works Director/Engineer Nisha Patel, responded to questions from the Council.

Public Comment: Juan Sanchez, Sydney Johnson, Michelle Overmeyer, Julia Ramirez, Catherine Crockett, Robert Daniels, Miriam Smith, Carla, Lupe Hera

On motion by Council Member Miller and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution approving the Fiscal Year 2023-2024 budget, and add \$80,000 grant to Palenke Arts, and to discuss curb fees at a later date.

RESULT: 5-0-0-0

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

NOES: None

ABSENT: None

ABSTAIN: None

ACTION: Adopted Reso #23-107

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

None.

B. FOLLOW UP ON PREVIOUS REQUESTS

None.

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

Reports provided.

13. CLOSED SESSION

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

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

Property: The Property Commonly Referred to as Campus Town (Property bounded by Highway 1/1st Avenue, 7th Avenue, Lightfighter/Colonel Durham Street, and Gigling)

Agency Negotiators: City Manager, et. al.

Negotiating Parties: Danny Bakewell Jr., et. al. and City of Seaside

Under Negotiation: Purchase and Sale Agreement Terms

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

Potential Litigation (2 Matters)

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

14. ADJOURNMENT

With no further business, the meeting adjourned at 11:15 p.m. in the memory and honor of Ewalker James, Elwood C. Williams, Harry Don Williams, Sr., and Gordon Donn Smith.

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: Loreene Bermudez-Onate, Accountant II

DATE: July 6, 2023

SUBJECT: APPROVE AND FILE CITY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of December 17, 2022 through January 27, 2023, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending December 29, 2022 and January 20, 2023. Total Accounts Payable and Payroll for the above referenced period is \$6,091,505.12.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting, the Council is provided a listing of the payroll and general checks issued since the last report so that the checks can be inspected and confirmed. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoices have been reviewed by the Finance Department prior to payment to ensure that they conform to the approved budget.

Therefore, in accordance with Government Code Section 37208, the above referenced and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the City Council for inspection and confirmation.

A description of the checks and wires exceeding \$10,000.00 are as follows:

- \$95,350.68 to 101 Builders, Inc. for Prof. services for upgrades to the Fire Station through October 31, 2022.
- \$18,557.21 to Allstar Fire Equipment for Fire Department equipment: (4) fans and batteries.
- \$20,533.80 to Assured Aggregates Company, Inc. for Purchase of construction

- materials for Blue Line Rd located at General Jim Moore Blvd & San Pablo Ave.
- \$10,683.40 to Backflow Prevention Specialists, Inc. for Prof. services for recycled water cross connection evaluation for the period of October 2022.
 - \$203,956.57 to California-American Water for Purchase of emergency water when Seaside Municipal Water System went out for the periods of 6/23/21-6/24/21 & 7/1/22-8/6/22.
 - \$23,773.69 to California-American Water for Water consumption for multiple City of Seaside service addresses. Billing period of 11/29/2022. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
 - \$14,820.44 to California-American Water for Water consumption for multiple City of Seaside service addresses. Billing period of 12/27/2022. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
 - \$13,280.67 to Disaster Kleenup Specialists for Encampment clean-up services for the periods of June & August 2022.
 - \$11,475.00 to Perry & Freeman for Professional legal services for the periods of 6/6/22-11/30/22.
 - \$17,093.00 to Montgomery & Assoc. Water Resource Consultants for Prof. services for Seaside Basin Watermaster Study for the periods of November & December 2022.
 - \$279,000.00 to Global Modular, Inc. for Construction of new City Hall staff trailer.
 - \$264,512.00 to Granite Rock Company for Purchase of construction materials for the Pavement Rehab Project through November 30, 2022.
 - \$25,722.21 to Hinderliter, de Llamas & Associates for Prof. contract/audit services for the period of Quarter 1-2022.
 - \$66,004.45 to Kimley-Horn and Associates, Inc. for Prof. services for Intersection Control Evaluation Study through November 30, 2022.
 - \$11,000.00 to La Neta Murals for Payment #1 for the design and installation of the approved mural outside the Fire Station.
 - \$50,331.00 to Monterey Co. Convention & Visitor's Bureau for Jurisdiction Improvement Investment for FY2022-23 Quarters 2 & 3.
 - \$15,833.07 to Monterey Co. Convention & Visitor's Bureau for TID (Tourism Improvement District) remittance for the reporting period of November 2022 for the 13 Seaside motels/hotels.
 - \$30,516.04 to Monterey Co. Sheriff-Coroner for Criminal Justice Information System for the quarter ending 12/31/2022.
 - \$19,680.10 to Monterey One Water for SCSO prof. services for Lift Station Maintenance during July-September 2022.
 - \$179,712.10 to Monterey Peninsula Engineering for Prof. services for Ellis Park Improvement project through November 2022.
 - \$167,079.35 to Monterey Peninsula Engineering for Prof. services for Ellis Park Improvement project through December 2022.
 - \$62,427.41 to Pacific Gas & Electric Co. for Collective accts for street lights,

highway lighting, park lights and city office buildings. Service period ending 12/29/2022.

- \$29,020.75 to Raimi & Associates, Inc. for Services for the Seaside General Plan during September & November 2022.
- \$17,666.00 to State Water Resources Control Board for Annual permit fee for the period 7/1/2022-6/30/2023.
- \$15,596.56 to Sturdy Oil Company for 1,692 gallons of regular gas (ethanol) and 696 gallons of clear diesel delivered to the public works department on 12/21/22; 1,300 gallons of regular gas (ethanol) and 504 gallons of clear diesel delivered to the public works department on 12/28/22.
- \$18,264.16 to The Sohagi Law Group for Professional legal services for Petrovich Development & KB Bakewell Venture for the period of November 2022.
- \$43,888.84 to U.S. Bank-Calcard for City of Seaside purchase card transactions for the billing period of November 2022.
- \$26,503.72 to Vista Environmental Consulting, Inc. for Campus Town Hazardous Materials for the period of 7/1/22-9/15/22.
- \$32,952.98 to Wallace Group for September 2022 services for Fire Station Upgrades; September 2022 services for Ellis Park Improvements; November 2022 Services for Campus Town Water Augmentation Study; November 2022 services for On-Call Water Strategy.
- \$13,198.79 to Whitson Engineers for November 2022 services for City Hall, Library & Police Department parking lot improvement; October 2022 services for Ellis Park Improvements; November 2022 services for Del Monte Manor LID Project.

The Net Payroll and Payroll benefits total was \$3,046,461.49.

The remaining checks, totaling \$1,246,609.64, include payments to vendors for operating expenditures.

The check report is available on the City's website here:

<https://www.ci.seaside.ca.us/194/Check-Draft-Register>

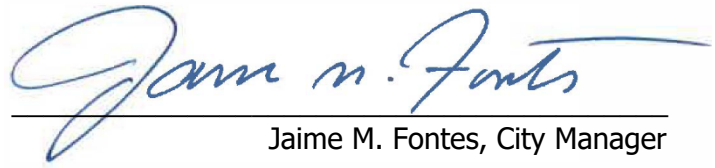
FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None

Reviewed for Submission to the City Council by:

A handwritten signature in blue ink, reading "Jaime M. Fontes", is positioned above a horizontal line. Below the line, the text "Jaime M. Fontes, City Manager" is printed in a black, sans-serif font.

Jaime M. Fontes, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: Successor Agency to the Redevelopment Agency of the City of Seaside

FROM: Jaime M. Fontes, City Manager

BY: Loreene Bermudez-Onate, Accountant II

DATE: July 6, 2023

SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS

RECOMMENDATION

Approve and file the accounts payable and wired payments made during the period of December 17, 2022 through January 27, 2023, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending December 29, 2022 and January 20, 2023. Total Accounts Payable and Payroll for the above referenced period is \$30,929.39.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting the Council is provided a listing of the payroll and general checks issued since the last report so that it can inspect and confirm these checks. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoice has been reviewed by the Finance Department prior to payment to ensure that it conforms to the approved budget.

Therefore, in accordance with Government Code Section 37208, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the City Council for inspection and confirmation.

A description of the checks and wires exceeding \$10,000 are as follows:

- \$30,209.73 to U.S. Bank St. Paul for Debt service payment for the Successor Agency to the Redevelopment Agency of the City of Seaside 2014 Tax Allocation Bond.

The Checks report is available on the City's website here:

<https://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

There are no additional fiscal impacts.

ATTACHMENTS

None



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dominique Davis, City Clerk

DATE: July 6, 2023

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING JULY AS BEBE
MOORE CAMPBELL NATIONAL MINORITY MENTAL HEALTH
AWARENESS MONTH**

RECOMMENDATION

Approve proclamation recognizing July 2023, as National Minority Mental Health Awareness Month in the City of Seaside.

BACKGROUND

In May of 2008, the US House of Representatives announced July as Bebe Moore Campbell National Minority Mental Health Awareness Month. The goal of the resolution, sponsored by Rep. Albert Wynn and co-sponsored by a large bipartisan group were to:

1. Improve access to mental health treatment and services and promote public awareness of mental illness, and;
2. Name a month as the Bebe Moore Campbell National Minority Mental Health Awareness Month to enhance public awareness of mental illness and mental illness among minorities.

The City of Seaside advocates destigmatizing mental illness, especially in communities of color, by adopting this resolution and declaring July as Bebe Moore Campbell Minority Mental Health Awareness month in the City of Seaside.

FISCAL IMPACT

None.

ATTACHMENTS

1. Proclamation

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

City of Seaside PROCLAMATION



Bebe Moore Campbell National Minority Mental Health Awareness Month July 2023

WHEREAS, the United States House of Representatives on May 21, 2008, and the United States Senate on June 2, 2008, adopted a resolution declaring the month of July as "**Bebe Moore Campbell National Minority Mental Health Awareness Month**"; and

WHEREAS, both Houses of Congress saw the need to name this month after the late Bebe Moore Campbell, a renowned African American author and founder of the Greater Los Angeles chapter of the National Alliance for the Mentally Ill (NAMI); and

WHEREAS, Every July, the National Alliance on Mental Illness (NAMI) leads the nation's observance of the **Bebe Moore Campbell National Minority Mental Health Awareness Month**. The 2023 theme is "**Culture, Community & Connection**", "culture, community, and connection are pillars that support and uplift Black, Indigenous, and people of color (BIPOC), individuals in the face of oppression and systemic racism."; and

WHEREAS, Bebe Moore Campbell spent countless hours and days meeting with Representatives and Senators to highlight the need for a special month to highlight the issue of disparities in mental health treatment for African Americans and other people of color that often led to misdiagnosing and culturally incompetent treatment of members of Black Indigenous, People of Color (BIPOC) communities; and

WHEREAS, Bebe Moore Campbell, in the founding of the Greater Los Angeles Chapter of NAMI, utilized that chapter to further educate the public at large and BIPOC communities specifically about the realities of mental illness in those communities, the importance of mental health treatment and care and reduce the stigma and cultural distrust of any government services that often deterred these communities from seeking such treatment; and

WHEREAS, The Village Project, Inc., a City of Seaside-based organization, continues to be a lead organization in the California Reducing Disparities Project (CRDP), helping to bring about State-recognized Culturally/Community Defined Evidence Practices (CDEP's) as a means of providing effective culturally-and identity-informed services for members of BIPOC and LGBTQ+ communities; and

WHEREAS, the month of July, especially, but for all months, generally, should serve to highlight the ongoing need for system change which will necessarily involve the recruitment, development and retention of many more mental health practitioners and programs from the BIPOC and LGBTQ+ communities to carry out this still much needed work in these historically unserved, underserved and inappropriately served communities.

NOW THEREFORE, I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, California, on behalf of the City Council do hereby proclaim July 2023 as **Bebe Moore Campbell National Minority Mental Health Awareness Month** in the City of Seaside. Ca.

*Ian N. Oglesby, Mayor
July 6, 2023*



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dominique Davis, City Clerk

DATE: July 6, 2023

**SUBJECT: APPROVE PROCLAMATION RECOGNIZING JULY 28, 2023,
NATIONAL BUFFALO SOLDIERS DAY**

RECOMMENDATION

Approve a proclamation recognizing July 28, 2023, as National Buffalo Soldiers Day in the City of Seaside.

BACKGROUND

Buffalo Soldiers Day commemorates the formation of the first Army regiment, comprised of African American soldiers. July 28, was designated as Buffalo Soldiers Day by Congress in 1992 to honor the courageous and well-disciplined soldiers for their example under the exceptional leadership of Colonel Charles Young.

The regiments played a major role in developing the western part of the nation. They traversed the frontier monitoring Native American populations, building roads, and protecting settlers, all while contending with challenging terrain, inadequate supplies and discrimination. These soldiers, known for their fierce bravery and fighting spirit, were dubbed "Buffalo Soldiers" by Native Americans during the American Indian Wars.

The City of Seaside seeks to honor the Buffalo Soldiers' achievements in the face of adversity, which changed military philosophy and laid a foundation for minorities to work toward their own American dream.

FISCAL IMPACT

None.

ATTACHMENTS

1. Proclamation

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

City of Seaside PROCLAMATION



National Buffalo Soldiers Day

WHEREAS, July 28th, is National Buffalo Soldiers Day, the holiday celebrating the contributions of some of the earliest African-American troops in the United States military, and

WHEREAS, On July 28, 1866, recognizing the contributions of the more than 180,000 African-Americans who fought to preserve the Union during the Civil War, the United States Congress established six regular Army Cavalry and infantry regiments of African-American enlisted soldiers; and

WHEREAS, Organized at Grenville, Louisiana, and at Fort Leavenworth, Kansas, respectively, the 9th and 10th Cavalry regiments played key roles in the development of the western United States. In addition to protecting settlers as they crossed the frontier via wagon trains and railroads, these skilled horsemen and soldiers assisted in the construction of roads and forts, in the pursuit of cattle thieves and other outlaws; and

WHEREAS, The origin of the term "Buffalo Soldiers" has a unique history that is much debated. Various sources say the name originated with Cheyenne Native American warriors, during a battle in 1867 near Fort Hays, Kansas, Cheyenne warriors remarked that the African-American soldiers fought as fiercely and with much strength as buffaloes, while others say the name originated with the Comanche tribe. The Apache used the term because the soldiers had curly hair like bison. Yet another source recalls the Plain Indians using "Buffalo Soldiers" due to the coats they wore during the winter, since the "tribes" held the buffalo in high regard, the members of the 9th and 10th Cavalries proudly adopted the name "Buffalo Soldiers" as a badge of honor; and

WHEREAS, Members of the 9th and 10th Cavalry regiments also served in Virginia, Vermont, and New York, and answered the call to duty in places as far-flung as Cuba, Mexico, and the Philippines. They served alongside Theodore Roosevelt and his legendary Rough Riders at San Juan Hill, and they continued to prove their courage and mettle through two world wars and the conflict in Korea, the regiments eventually became two of the most highly decorated units in American military history; and

WHEREAS, July, 1902 the U.S. Army announced it would be building military quarters in Monterey, Monterey was eager to host, support and supply the Army, hoping it would help provide an economic boost and opportunity for its near 2,000 residents, November 10, 1902 the 1st Squadron of the 9th Cavalry arrived, these 425 men were among the first African-Americans soldiers to be stationed in California, their encampment was in the hay fields near China Point in Pacific Grove an area now called Stanford University's Hopkins Marine Station, and

WHEREAS, Private George Jonson (from Alabama), 9th Cavalry was the first person buried in the cemetery at the Presidio of Monterey in 1904. Private Johnson's burial caused the Presidio of Monterey to be the first integrated cemetery in the military, two of the earliest Buffalo Soldiers stationed at the Presidio of Monterey where Henry H. Smith and Louis Smith brothers of the late Wellington Smith, Sr., former Pastor of the First Baptist Church of Pacific Grove and founding member of the Monterey NAACP; and

WHEREAS, By the time of their integration in 1952, the Buffalo Soldiers had earned well over a dozen Congressional Medals of Honor, as well as numerous campaign and unit citations, we celebrate the great legacy of the Buffalo and acknowledge their special place of honor in the history of the United States; and

NOW THEREFORE, that I, Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim July 28, 2023, as Buffalo Soldiers Day. I urge all residents to observe this day with appropriate programs and activities.

Ian N. Oglesby, Mayor
July 6, 2023



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: July 6, 2023

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM PAJARO VALLEY
OHLONE COUNCIL FOR THEIR "RED DRESS DAY - HONORING
INDIGENOUS WOMEN" EVENT ON MAY 04, 2024**

RECOMMENDATION

Approve the fee waiver request from Pajaro Valley Ohlone Indian Council for the use of Laguna Grande Hall on May 03, 2024, to set-up and Laguna Grande Combo and Seaside Room on May 04, 2024 to hold their event "Red Dress Day - Honoring Indigenous Women" in the amount of \$1,041.00, the Organization to provide the City with the insurance of \$122.00 and the non-refundable portion of the deposit of \$98.25.

BACKGROUND

Pajaro Valley Ohlone Indian Council is requesting a fee waiver to help cover the cost associated with the event set-up on May 03, 2024, from 4:00 p.m. to 9:00 p.m. in the Laguna Grande Hall and their event "Red Dress Day - Honoring Indigenous Women" on Saturday, May 04, 2024, from 7:00 a.m. to 6:00 p.m. in the Laguna Grande Hall and Seaside Room at the Oldemeyer Center. They are a new group of closely affiliated professionals from the fields of public service, education, social services, and the arts. Their mission is to "indigenize" Monterey County in the form of creating and producing several indigenous-focused events each year to represent our group leaders' areas of interest and expertise. Even though this organization is not based in Seaside, it does have a strong showing of Seaside residents who will benefit from this event in the City.

This is the second request for a Fee Waiver, for the Red Dress Day event, with the first one being approved in January of 2023. The City also co-sponsored last year's event. Staff recommends that the fees be waived for the rental cost of the facility and that the organization pay the insurance of \$122.00 and 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 on 05/03/23 per hour	5 Hours @ \$56.25	\$ 281.25
Laguna Grande Combo Fee on 05/04/23 per hour	11 Hours @ \$56.25	\$ 618.75
Room Rental Fee - Seaside Room		\$ 141.00
Non-Refundable Portion Deposit		\$ 98.25
<u>Insurance</u>		<u>\$ 122.00</u>
TOTAL		\$1,261.25

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the insurance and the non-refundable deposit, the fiscal impact is \$1,041.00 out of account 100.3672.

ATTACHMENTS

1. Pajaro Valley Ohlone Council Fee Wavier 2024
2. 501(c)(3) - Pajaro Valley Ohlone Council

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: Pajaro Valley Ohlone Indian Council
Name of Applicant: Mary Ann Carbone
Address: 1893 Park Ave City: Sand City State: CA
Phone: (831) 917-6225 Email: maryann@sandcityca.org

EVENT INFORMATION:

Event Title: Red Dress Day "Honoring Indigenous Women"
Event Description: Cultural and Educational Event
Event Date: May 4, 2023 Room(s) Requested: Laguna Grande dance studio, kitchen, Seaside Room
Time (including set-up): 7am - 6pm Approximate Number of Guests: 150
→ And May 3, 2023 - set-up 4pm-9pm

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Community Event - non profit focused at youth, seniors & disadvantaged community

Have you received a Fee Waiver in the past? ☒ Yes, the event was on 5/6/2023 ☐ No

What is your organization's tax identification number? 7700581001

What percentage of your members or participants resides in Seaside? many

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: Mary Ann Carbone

Date: 5/31/2023

(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 Hall

Organization: Pajaro Valley Ohlone Indian Council

Name of Applicant: Mary Ann Carbone

Address: 1893 Park Ave City: Sand City CA Zip: 93955

Phone: (831) 917-6225 Email: maryann@sandcityca.org

Day of Event Contact Name and Phone: Mary Ann Carbone (831) 917-6225

☐ Resident ☒ Non-Resident

EVENT INFORMATION:

Event Title: Red Dress Day "Honoring Indigenous Women"
**Please attach invitation or flyer if available.*

Event Date: 5/3/2024 Approximate Number of Guests: 30

Reservation Time: 4pm - 9pm Event Time: _____ - _____
**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 and : <u>cultural</u>			<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: Mary Ann Carbone Date: 5/31/2023

(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: \$87 - \$222 (2023)

Alcohol Premium: \$63.00 (2023)

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: \$87 - \$222 (2023)

Alcohol Premium: \$63.00 (2023)

Security Guards: required 1 per 50 guests

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

☐ YOUTH EDUCATION CENTER

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

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

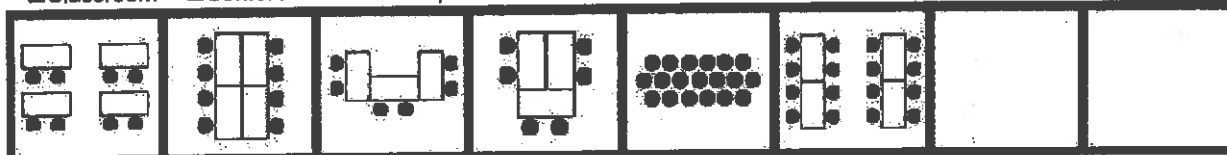
Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$47.00. Proof of 501(c)(3) required.

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

SEATING CONFIGURATION

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

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





RULES, REGULATIONS & CONDITIONS OF USE

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



**SEASIDE
CALIFORNIA**

Facility Use Rental Request Form

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

23. **SECURITY AND CLEANING DEPOSIT:** A deposit is required from any person or organization renting a room at the Center (according to current fees and charges). A portion of the deposit is non-refundable (according to current fees and charges) and the remaining deposit is refundable in whole or in part depending upon the condition of the room, walls, floors, carpets; whether any breakage occurred or whether overtime was incurred beyond stated setup, cleanup or activity time. The City reserves the right to close down any party or activity that may in any way endanger the health or safety of any person or property. Any early closure of the facility may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.
24. **SUPPLIES:** City staff is not authorized to provide supplies for your event.
25. **SECURITY GUARDS:** One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

IMPORTANT THINGS TO NOTE

- ✓ In order to secure a reservation, this form must be completed and submitted along with full payment to the Oldemeyer Center front desk.
 - ✓ Reservations for the conference rooms must be made at least 7 days in advance and 30 days in advance for all other facilities.
 - ✓ Please include a sketch of how you would like the room to be set up if it is different than the diagrams provided on this form. Our facility staff will do their best to prepare the room as shown in your diagram. Do not write "same as before."
 - ✓ Food and beverage are allowed in certain rooms; please ask staff prior to providing refreshments.
 - ✓ Do not move furniture from one room to another. If you have additional needs, please contact the facility staff.
 - ✓ Please do not change rooms. If a different room is preferred and empty upon arrival, please check with the facility staff.
 - ✓ Come prepared. Our staff is not authorized to provide supplies for your meeting.
 - ✓ If you tape signs up regarding your meeting, please remove them upon your departure.
 - ✓ Smoking is prohibited within 20 feet of entrances, exits and windows.
 - ✓ In case of cancelation, please notify the Oldemeyer Center Front Office as soon as possible. Please see refund policy schedule below:
- | | |
|-------------------------------|---|
| 45 days in advance | Full refund, less a \$7 surcharge |
| 30-45 days in advance | Full refund, less the non-refundable part of security deposit |
| Less than 30 days in advance | Full refund, less the entire security deposit |
| Less than 48 hours in advance | No refund |
- ✓ *If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and deposits and fees will NOT be refunded.
 - ✓ *A one million dollar (two million aggregate) liability insurance policy is required. You can either purchase it through the city, or through another insurance company and provide us a copy of the policy naming the City of Seaside as co-insured.
 - ✓ Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per every fifty guests. A copy of the contract must be provided to the city at least 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.

Food Sales and Prohibited Goods & Materials:

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

Initials: _____



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 Combo
* Seaside Room

Organization: Pajaro Valley Ohlone Indian Council

Name of Applicant: Mary Ann Carbone

Address: 1893 Park Ave City: Sand City CA Zip: 93955

Phone: (831) 917-6225 Email: maryann@sandcityca.org

Day of Event Contact Name and Phone: Mary Ann Carbone (831) 917-6225

☐ Resident ☒ Non-Resident

EVENT INFORMATION:

Event Title: "Red Dress Day" Honoring Indigenous Woman
**Please attach invitation or flyer if available.*

Event Date: May 4, 2023 Approximate Number of Guests: 150

Reservation Time: 7am - 6pm Event Time: 11am - 4pm
**Laguna Grande Hall & Soper. Security guard(s) must be present for entire event time. See next page.*

Special Instructions: Request microphone & podium & 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>to be determined</u>			<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: _____ Date: 6/13/2023

(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: \$87 - \$222 (2023)

Alcohol Premium: \$63.00 (2023)

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 hrs.	\$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 hrs.	\$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: \$87 - \$222 (2023)

Alcohol Premium: \$63.00 (2023)

Security Guards: required 1 per 50 guests

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

☐ YOUTH EDUCATION CENTER

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

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

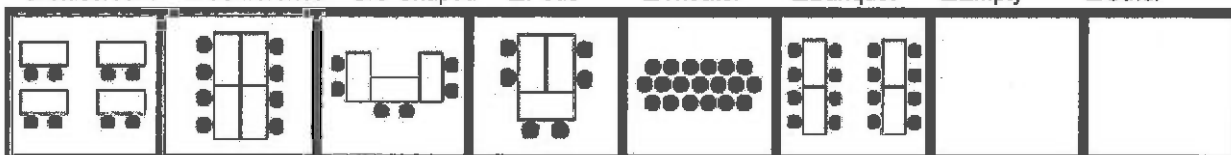
Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$47.00. Proof of 501(c)(3) required.

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

SEATING CONFIGURATION

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

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





**SEASIDE
CALIFORNIA**

Facility Use Rental Request Form

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

RULES, REGULATIONS & CONDITIONS OF USE

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



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

23. **SECURITY AND CLEANING DEPOSIT:** A deposit is required from any person or organization renting a room at the Center (according to current fees and charges). A portion of the deposit is non-refundable (according to current fees and charges) and the remaining deposit is refundable in whole or in part depending upon the condition of the room, walls, floors, carpets; whether any breakage occurred or whether overtime was incurred beyond stated setup, cleanup or activity time. The City reserves the right to close down any party or activity that may in any way endanger the health or safety of any person or property. Any early closure of the facility may result in loss of deposits. Refundable deposits will be returned within thirty (30) days following the event date.
24. **SUPPLIES:** City staff is not authorized to provide supplies for your event.
25. **SECURITY GUARDS:** One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

IMPORTANT THINGS TO NOTE

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

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

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

Food Sales and Prohibited Goods & Materials:

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

Initials: _____



IRS Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077550277
Sep. 29, 2010 LTR 4168C 0
77-0058100 000000 00

00028144
BODC: TE

PAJARO VALLEY OHLONE INDIAN
COUNCIL
% PATRICK OROZCO
644 PEARTREE DR
WATSONVILLE CA 95076-3632



020466

Employer Identification Number: 77-0058100
Person to Contact: Ms Benjamin
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your June 11, 2010, 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 April 1986.

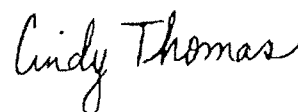
Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

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.

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

Sincerely yours,



Cindy Thomas
Manager, EO Determinations



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: July 6, 2023

**SUBJECT: APPROVE A FEE WAIVER FROM CALIFORNIA STATE
UNIVERSITY MONTEREY BAY'S DEPARTMENT OF SOCIAL
WORK FOR THE USE OF THE LAGUNA GRANDE HALL AND
KITCHEN FOR THEIR MASTER OF SOCIAL WORK, NEW
STUDENT ORIENTATION ON AUGUST 21, 2023**

RECOMMENDATION

Approve a fee waiver request from California State University Monterey Bay's Department of Social Work for the use of Laguna Grande Hall and kitchen to hold their MSW New Student Orientation in the amount of \$506.25, the Organization to provide the City with the non-refundable portion of the deposit of \$98.25.

BACKGROUND

California State University Monterey Bay (CSUMB) Department of Social Work is requesting a fee waiver to help cover the costs associated with their Masters of Social Work (MSW) New Student Orientation on Monday, August 21, 2023, from 9:00 a.m. to 4:30 p.m. in the Laguna Grande Hall at the Oldemeyer Center. Their New Student Orientation is to introduce their students to the local area and residents.

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

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

Laguna Grande Hall & Kitchen Fee	9 Hours @ \$56.25	\$506.25
<u>Non-Refundable Deposit</u>		<u>\$ 98.25</u>
TOTAL		\$604.50

Should the City Council approve staff recommendation to waive all rental fees but require payment for the non-refundable deposit only, the fiscal impact is \$506.25.

ATTACHMENTS

1. CSUMB - Department of Social Work Fee Waiver & Rental Form - New Student Orientation 2023

Reviewed for Submission to the City Council by:


 Jaime M. Fontes, City Manager



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

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

EVENT INFORMATION:

Event Title: MSW New Student Orientation
Event Description: orientation for new Master of Social Work students
Event Date: August 18 & 21, 2023 Room(s) Requested: Laguna Grande
Time (including set-up): 8:00 AM - 5:00 PM Approximate Number of Guests: 80-90

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: To introduce our students to the local area & residents they will be providing care for after graduation, a fee waiver is necessary in order to do so.
Have you received a Fee Waiver in the past? ☒ Yes, the event was on April 28th ☐ No
What is your organization's tax identification number? 91-1785970
What percentage of your members or participants resides in Seaside? about 75%
Is your organization based in Seaside? ☒ Yes ☐ No
Is your organization able to provide liability insurance? ☒ Yes ☐ No
Will alcohol be served or sold at your event? ☐ Yes ☒ No

Applicant Signature: Maria A. Gurrola Date: 6/5/2023

(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 Hall

Organization: CA State University Monterey Bay

Name of Applicant: Maria Gurrola and/or Vanessa Gonzales

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

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

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

☐ Resident ☒ Non-Resident

EVENT INFORMATION:

Event Title: MSW New Student Orientation

**Please attach invitation or flyer if available.*

Event Date: Aug. 18 & 21, 2023 Approximate Number of Guests: 80-90

Reservation Time: 8:00 AM - 5:00 PM Event Time: 9:00 AM - 4:30 PM

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

Special Instructions: Access to connect presenter's computer to the projector and internet. Classroom style seating with tables and an aisle in the middle. Two tables for refreshments & one table for registration.

Request to use the City's: ☒ Podium ☒ Microphone ☒ Projector Screen

**Subject to availability*

***Projectors and other electronic equipment will not be provided*

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

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

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

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

Applicant Signature: Maria A. Gurrola Date: 6/5/2023

(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

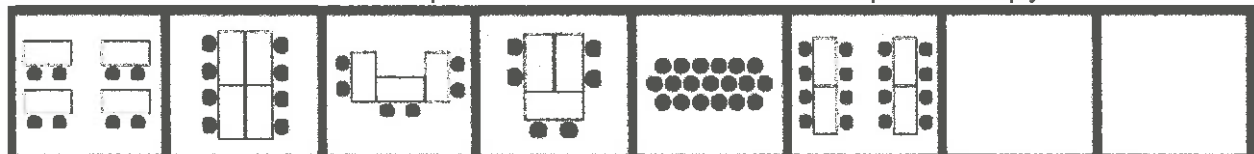
Non-Profit Rate: For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$47.00. Proof of 501(c)(3) required.

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





SEASIDE CALIFORNIA

Facility Use Rental Request Form

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

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



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

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

24. SUPPLIES: City staff is not authorized to provide supplies for your event.
25. SECURITY GUARDS: One guard per fifty participants is required for events that serve alcohol and/or have live/DJ music or dancing. The City reserves the right to require security for events.

IMPORTANT THINGS TO NOTE

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

45 days in advance	Full refund, less a \$7 surcharge
30-45 days in advance	Full refund, less the non-refundable part of security deposit
Less than 30 days in advance	Full refund, less the entire security deposit
Less than 48 hours in advance	No refund
- ✓ *If alcohol is found on the premises (including the parking lot, stage, kitchen, etc.) and your contract prohibits the consumption of alcohol, the City of Seaside has the right to cancel your event and deposits and fees will NOT be refunded.
- ✓ *A one million dollar (two million aggregate) liability insurance policy is required. You can either purchase it through the city, or through another insurance company and provide us a copy of the policy naming the City of Seaside as co-insured.
- ✓ Use of our facilities requires you to provide licensed and bonded security guards. You must hire one guard per every fifty guests. A copy of the contract must be provided to the city at least 30 days prior to your event. Renters exceeding their stated attendance risk losing their deposit.

Food Sales and Prohibited Goods & Materials:

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

Initials: _____

MSW New Student Orientation Agenda: Cohort 2023

Location: The Oldemeyer Center 986 Hilby Ave, Seaside, CA 93955

Saturday August 19th, 2023			
Organization Name	Contact Name	Contact Email	
• Introductions and Welcome ◦ Orientation of Building	Dr. Maria Gurrola	MGurrola@csumb.edu	
• National Coalition Building Institute (NCBI) Workshop	Steven Goings and NCBI Trainers	sgoings@csumb.edu	
LUNCH			
• Orientation to the Department	Dr. Maria Gurrola and Lena Allen	MGurrola@csumb.edu llen@csumb.edu	
• Introduction to the Pupil Personnel Services Credential ◦ Modality- In-Person	Dr. Nereida Robles, PPS Credential Director	ssw@csumb.edu L	
Monday August 21st, 2023	Contact Name	Contact Email	
• Introductions Department Faculty, & Staff • Department of Social Work MSW Setting Expectations	Dept of Social Work Chair, Department Faculty, & Staff Dr. Maria Gurrola	MGurrola@csumb.edu	
• Tanya Marie Golash-Boza: <i>Deported Video</i> (6:30 min)	Dr. Karen Rotabi-Casares	krotabi@csumb.edu	
• Social Justice Reading Breakouts ◦ "Deported: Immigrant Policing, Disposable Labor and Global Capitalism by	Faculty Breakout Groups		

	<u>Tanya Maria Golash-Boza</u> (published by NYU Press 2015) <u>Book Discussion, "Deported"</u>		
11:05 am - 11:15 am	BREAK		
11:15 am - 11:25 am	Introduction to Dean of the College of Health Sciences and Human Services - Dean Harald Barkhoff - Modality Zoom	Dean Harald Barkhoff	<u>deanchshs@csumb.edu</u>
11:25 am - 12:15 pm	Academic Advisement	All Tenured Faculty	
12:15 pm - 1:15 pm	LUNCH		
1:15 pm - 1:45 pm	- Financial Aid - Student Loan Counseling - Modality- Zoom	Alma Martinez Peraza	<u>financial_aid@csumb.edu</u>
1:45 pm - 2:10 pm	- An Introduction to Virtual Library Services - Modality- In-Person	Kenny Garcia	<u>kengarcia@csumb.edu</u>
2:10 pm - 2:25 pm	- Strong Start with Cooperative Learning Center - Modality- Zoom	Lesley Stampleman	<u>lstampleman@csumb.edu</u>
2:25 pm - 2:50 pm	- National Association of Social Workers - Modality- In-Person	Cathy Gutierrez Christina Connerly	<u>drcatgut8@aol.com</u> <u>christina.connerly@gmail.com</u>
2:50 pm - 3:00 pm	BREAK		
3:00 pm - 3:20 pm	- Department of Social Work MSW Student Association (MSWSA) - Modality- In-Person	Claire Karo, MSWSA Vice President	<u>ckaro@csumb.edu</u>

3:20 pm - 3:45 pm	• Basic Needs ◦ Modality- In-Person	Ashley Schafer, CSUMB Basic Needs Case Manager	aramsden@csumb.edu
3:45 pm - 4:00 pm	• Personal Growth and Counseling Center ◦ Modality- In-Person	Merideth Canham-Nelson, LCSW	mcanham-nelson@csumb.edu
4:00 pm - 4:15 pm	• Student Disability and Accessibility Center Presentation	Terilyn Bench Harris	tbenchharris@csumb.edu
4:15 pm - 4:30 pm	• Close and Next Steps ◦ Modality- In-Person	Dr. Maria Gurrola and Hayley Newman	MGurrola@csumb.edu haneurman@csumb.edu



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Melissa Broadston, ESCA Program Manager

DATE: July 6, 2023

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

RECOMMENDATION

Approve the report as presented in the agenda packet.

BACKGROUND

BACKGROUND

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

FORA ESCA Remediation Program Background:

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

gubernatorial concurrence under a Finding of Suitability for Early Transfer in 2009.

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

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

ESCA QUARTERLY UPDATE

Jurisdiction Coordination

ESCA property could not be transferred to the jurisdictions until Army deed modifications and issuance of the Army CERCLA Warranties/Deed Amendments were completed. The ESCA property Army CERCLA Warranty and Deed modification documents were signed by FORA at Army Headquarters in Washington, D.C. and Recorded in Monterey County on June 26, 2020. The receiving jurisdictions signed and recorded these deeds and have final ownership of their ESCA properties. During a file audit, staff discovered that the ESCA properties were still showing FORA as the owner. Corrections are in progress. Seaside is currently working with the City of Del Rey Oaks to complete the transfer of parcel E29a.1. Seaside is also working with the Army on the Army's transfer of two Economic Development Conveyance parcels to Monterey Salinas Transit (Parcels L2.3 and L2.4.1). Coordination with the recorder/assessor's office and jurisdictions continues for corrections in the Geographic Information System data. Significant progress has been made to complete the Quit Claim Deeds that will convey the Comprehensive Environmental Response, Compensation and Liability Act warranties (not related to munitions) for several parcels transferred under the Finding of Suitability for Early Transfer, number 5. ESCA assisted with the execution of the CERCLA warranty for Parcel E4.7.2 which was recorded on May 31, 2023. Additionally, the CERCLA warranty for Parcels E4.3.2.2, E4.7.1, E5a.1, and L5.10.1 is very close to completion.

ESCA staff continues to host LTO Management, and Property, Planning, Police, and Property Manager Meetings with all land holding jurisdictions, as well as the EPA and

DTSC, to discuss and review projects, or other activities as outlined by the LUCIPs related to their properties.

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

ESCA is working with Monterey County for a smooth completion of data collection and subsequent development of the 22-23 Annual Land Use Control Report. It should be noted that DTSC had no comments on the 21-22 Annual Land Use Control Report. As noted above, ESCA continues to work closely with Monterey County's Geographic Information Staff (GIS) to ensure that data corrections are made prior to the next (December 1, 2023) Land Use Control report submission. On April 19, ESCA met with Army and County officials to discuss corrections to the Assessor's GIS data. This review and correction work is underway. ESCA provided jurisdictions with GIS data that they can download to their phone to better assist with onsite parcel and land use control verification. This assistance continues to be offered as new staff members on-board.

ESCA assisted with the review and coordination of the Veterans Cemetery Appreciation Wall Construction Support Plan which was finalized in May. ESCA notifications for the Seaside storm water infiltration system installation/repair project are still in progress.

Based on the history of the former Fort Ord as an Army base, munitions may be encountered during reuse of the property. ESCA outreach specific to the munitions safety awareness class at FortOrdSafety.com serves as an important resource to remind community members who might discover suspicious objects to follow the 3Rs of explosives safety – Recognize, Retreat, and Report. ESCA is responsible for the maintenance and participant tracking for the English and Spanish version of the free on-line training class at Fort Ord Safety.com. The training at FortOrdSafety.com supplements and compliments the Army's on-site munitions safety training program as an important community asset for the use of the lands of the former Fort Ord. Participation for this training remains robust. ESCA also provided "refresher" training to key staff at California State University Monterey Bay and was present during their Resource and Involvement Fair to provide outreach materials.

The ESCA team continues to conduct weekly patrols of Seaside's ESCA properties and bi-weekly patrols of other ESCA properties. ESCA patrols also included debris removal. With the recent atmospheric rain events, additional patrols were conducted to assess erosion and fence integrity.

ESCA provided program updates at the Army's BRAC Cleanup Team meeting dedicated to munitions on May 12, 2023. ESCA also participated in outreach events related to new student orientation at California State University Monterey Bay on June 22 and June 26, 2023. ESCA is scheduled to participate in the Army's outreach activities including updates at the July 14, 2023, Army BRAC Cleanup Team meeting for munitions

response. ESCA will also participate in the Army's July 15, 2023, Community Involvement Workshop, and July 18, 2023, Technical Review Committee meeting.

NEXT QUARTER GOALS

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

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

FISCAL IMPACT

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

ATTACHMENTS

None

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dominique Davis, City Clerk

DATE: July 6, 2023

**SUBJECT: APPROVE APPOINTMENTS TO THE ENVIRONMENTAL
COMMISSION, COMMUNITY SAFETY ADVISORY COMMISSION
AND THE COMMISSION ON JOBS, OPPORTUNITIES, AND
BUSINESSES IN SEASIDE**

RECOMMENDATION

Accept the appointments to Commissions as recommended by the Mayor.

BACKGROUND

The Mayor appoints members to the City's Boards, Commissions and Committees, which serve as advisory boards to the City Council. The purpose of the advisory boards is to supplement the City Council's skills and abilities to help guide the organization toward its mission. They also serve as an important link between the City Council and the Community by providing direct involvement in policy-making and communication of vital information.

The Mayor makes appointments to these advisory boards, while the City Manager designates Department Heads or other staff members to serve as staff liaisons that regularly attend meetings and provide technical support.

The Mayor has made the following appointments:

APPLICANT

Parvaneh Keivanfar
Kalyn Foliaki
Gerald Daniel

ADVISORY BODY

Environmental Commission
Community Safety Advisory Commission
Commission on Jobs, Opportunities & Business in
Seaside

FISCAL IMPACT

None.

ATTACHMENTS

1. Appointee Application - Parvaneh Keivanfar
 2. Appointee Application - Kalyn Foliaki
 3. Appointee Application - Gerald Daniel
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

Dominique Davis - Online Form Submittal: Application for Appointment to a City Board/Commission/Committee

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>
Date: 6/7/2023 8:48 PM
Subject: Online Form Submittal: Application for Appointment to a City Board/Commission/Committee

Application for Appointment to a City Board/Commission/Committee

I'd like to serve on:	Homeless Commission, Environmental Commission
Name	Parvaneh Keivanfar
Email Address	parvanehkeivanfar@gmail.com
Address	611 Malmedy Rd
City	Seaside
State	CA
Zip Code	93955
Phone Number	5304023640
Alternate Phone Number	<i>Field not completed.</i>
Please list your background, education, experience, and special skills:	I have worked as an activist for environment and social issues. Besides writing blogs, I volunteer to protect environment. I am an official California State Park volunteer and a guardian of endangered species in California. I have a passion for environmental issues. I also volunteer at Text Line Crisis to help people who struggle emotionally. I am also passionate to solve social problems like homelessness. I would like to dedicate my time to serve on homeless commission to solve local issues. I studied management for my Bachelor's and applied linguistics for my Master's. Right now I work at Defense Language Institute.
Are you willing to file Statements of Economic Interest (Form 700)?	No
Are you able to attend meetings during business	Yes

hours? (Most Boards and
Commissions meet after 5
pm)

Comments: *Field not completed.*

Electronic Signature Agreement I agree.

Electronic Signature Keivanfar

Date 6/7/2023

Dear Applicant: As an employer with an Affirmative Action Program, we comply with Federal and State government record keeping, reports and other legal requirements. The completion of this data is voluntary and in no way affects your application to participate on any City Board, Commission or Committee. All data is kept in a separate confidential file by the Affirmative Action Office.

Name Parvaneh Keivanfar

Ethnic Origin [REDACTED]

Email not displaying correctly? [View it in your browser.](#)

Dominique Davis - Online Form Submittal: Application for Appointment to a City Board/Commission/Committee

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>
Date: 6/7/2023 4:39 PM
Subject: Online Form Submittal: Application for Appointment to a City Board/Commission/Committee

Application for Appointment to a City Board/Commission/Committee

I'd like to serve on:	Community Safety Advisory Committee
Name	Kalyn Foliaki
Email Address	foliakik@gmail.com
Address	1031 Sonoma Avenue
City	Seaside
State	CA
Zip Code	93955
Phone Number	8317606037
Alternate Phone Number	831760-0301
Please list your background, education, experience, and special skills:	My name is Kalyn Foliaki. I am 22 years of age and a proud resident of our beautiful Seaside. My family has lived in Seaside for almost 50 years. I attended San Carlos School for both elementary and middle school. Then, I moved on to attend/graduate from Notre Dame High School. I recently transferred from MPC to ASU Online (through my Starbucks benefit) where I am working towards earning a Bachelor's degree in Criminal Justice with a minor in Business Administration. My goal is to work in law enforcement. I am involved in numerous organizations and institutions within Seaside and our peninsula. I served on this year's Monterey County Civil Grand Jury (22-23) and will be serving again, in the capacity of an alternate, for 2023-2024. In fact, we will once again be sworn in next week at Salinas Superior Court. All in all, I am a dedicated and passionate individual, looking to serve my community/city even more.

Yes

Are you willing to file
Statements of Economic
Interest (Form 700)?

Are you able to attend
meetings during business
hours? (Most Boards and
Commissions meet after 5
pm)

Yes

Comments: *Field not completed.*

Electronic Signature
Agreement

I agree.

Electronic Signature

Kalyn Foliaki

Date

6/7/2023

Dear Applicant: As an employer with an Affirmative Action Program, we comply with Federal and State government record keeping, reports and other legal requirements. The completion of this data is voluntary and in no way affects your application to participate on any City Board, Commission or Committee. All data is kept in a separate confidential file by the Affirmative Action Office.

Name

Kalyn Foliaki

Ethnic Origin

[REDACTED]

Email not displaying correctly? [View it in your browser.](#)

Dominique Davis - Online Form Submittal: Application for Appointment to a City Board/Commission/Committee

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>
Date: 6/13/2023 6:13 PM
Subject: Online Form Submittal: Application for Appointment to a City Board/Commission/Committee

Application for Appointment to a City Board/Commission/Committee

I'd like to serve on:	Community Development Advisory Committee, Youth Commission
Name	Gerald Daniel
Email Address	jahnino@yahoo.com
Address	1312 Noche Buena St
City	Seaside
State	CA
Zip Code	93955
Phone Number	8312202413
Alternate Phone Number	8312202413
Please list your background, education, experience, and special skills:	Local Seaside resident since 1982, homeowner and business owner. I have a Bachelor's degree in business from CSUMB - Monterey Bay. I'm a 22-year Army Veteran, local pastor and care about people.
Are you willing to file Statements of Economic Interest (Form 700)?	Yes
Are you able to attend meetings during business hours? (Most Boards and Commissions meet after 5 pm)	Yes
Comments:	<i>Field not completed.</i>
Electronic Signature Agreement	I agree.

Electronic Signature	Gerald Daniel
----------------------	---------------

Date	6/13/2023
------	-----------

Dear Applicant: As an employer with an Affirmative Action Program, we comply with Federal and State government record keeping, reports and other legal requirements. The completion of this data is voluntary and in no way affects your application to participate on any City Board, Commission or Committee. All data is kept in a separate confidential file by the Affirmative Action Office.

Name	Gerald Daniel
------	---------------

Ethnic Origin	██████
---------------	--------

Email not displaying correctly? [View it in your browser.](#)



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dominique Davis, City Clerk

DATE: July 6, 2023

SUBJECT: APPROVE A REQUEST FROM BLACK LEADERS AND ALLIES COLLABORATIVE FOR SPONSORSHIP IN THE AMOUNT OF FIFTEEN HUNDRED DOLLARS (\$1,500.00), AND USE THE CITY LOGO ON PROMOTIONAL MATERIALS FOR THE MONTEREY COUNTY RACE RELATIONS SUMMIT MEETING ON JULY 14, 2023 TO BE HELD AT EMBASSY SUITES HOTEL IN SEASIDE

RECOMMENDATION

Approve the request and make a contribution to the Monterey County Race Relations Summit Meeting in the amount of \$1,500.00 and allow the use of the City logo on promotional materials.

BACKGROUND

This report is to review a request from Dirrick Williams, Executive Director of Black Leaders and Allies Collaborative (BLAC), for sponsorship in the amount of fifteen hundred dollars (\$1,500.00) and use of the City of Seaside logo on promotional materials for the Monterey County Race Relations Summit Meeting on July 14, 2023 to be held at Embassy Suites Hotel in Seaside.

At its June 15, 2023 meeting, the City Council received a presentation from Dirrick Williams, Executive Director of Black Leaders and Allies Collaborative (BLAAC) regarding its upcoming Monterey County Race Relations Summit Meeting on July 14, 2023 at Embassy Suites Hotel in Seaside.

Mr. Williams' presentation included background information about BLAAC, which is a non-profit organization that works to promote racial equity and social justice in Monterey County.

The premise of the Monterey County Race Relations Summit is that it will become an annual event that brings together community leaders, activists, and residents to discuss issues of race and racism. The summit is designed to build understanding and cooperation between different racial and ethnic groups in the community.

As a follow up to the presentation made in June, BLAAC is requesting a sponsorship of fifteen hundred dollars (\$1,500.00) from the City of Seaside. This sponsorship would help to cover the cost of the summit, including the cost of speakers, workshops, and materials. In exchange for the sponsorship, BLAAC would agree to use the City of Seaside logo on all promotional materials for the summit.

The City of Seaside has a strong commitment to promoting racial equity and social justice. The Monterey County Race Relations Summit is an event that can help to build a more inclusive and equitable community.

BLAAC has been vetted through the process for a fee waiver and submitted proof of non-profit status and 501 3(c).

FISCAL IMPACT

The amount of fifteen hundred dollars (\$1,500.00) is within the City Manager's authority to be funded by the Community Relations account (100-2010-1024).

ATTACHMENTS

1. BLAAC Inquiry Letter
2. BLAAC Fee Waiver Request Form
3. BLAAC IRS Determination Letter

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager



Post Office Box 833
Seaside CA. 93950
Phone: 831.337.8995
info@blaac.org
www.blaac.org

Dominique Davis
City Clerk/Public Affairs
440 Harcourt Ave,
Seaside, CA 93955

Ms. Davis,

Monday, May 8, 2023

As per your request, the following is the outline for the “Monterey Race Relations Summit Meeting,” scheduled for July 14th, 9am to 5pm, at Embassy Suites, Seaside.

The Race Relations Summit Meeting will bring together, for the first time in our county’s history, under non-crisis environment, will unite influencers, stakeholders, and leadership which will include prominent business, religious, civic, education, and community engagement organizations meet for the advancement of social awareness and equity.

The purpose of the “Race Relations Summit Meeting” is the unification, collaboration, and cross-pollination of leading offices, associations, and organizations of Monterey County as it relates to race relations, policies, and practices.

Our Objectives are:

- ♦ Heighten levels of understanding and awareness.
- ♦ To broaden network and collaboration opportunities regarding race relations and race related issues.
- ♦ Inform and educate of available resources.
- ♦ Extract information regarding needs and limitations.

Ultimately, our goal is to further humanize the discussion and making of race related policies .



Our program will include:

- ♦ Keynote speaker Dr. Carol McKibben
- ♦ Unification exercises of NCBI.
- ♦ Guided discussions led by the DEIA team of “The Monterey Bay Aquarium.”
- ♦ Land acknowledgement led by county Indigenous communities.
- ♦ Dedicated time for community engagement organization introductions.
- ♦ Catered Lunch
- ♦ Free Parking
- ♦ **And public address by City Mayors**

Our estimated attendance is 200 people, an actual head count will be provided anywhere from a week to 10 days prior to the event.

Leading the event will be Rev. Dirrick Williams, Executive Director, Black Leaders and Allies Collaborative.

Sponsors of the event include The Community Foundation, The Monterey Bay Aquarium, and Salinas Valley Health (formerly Salinas Valley Health Services).

The event is in collaboration with The Village Project, Inc., Monterey Bay Economic Partnership, League of United Latin American Citizens (LULAC), Juneteenth Coalition, and the Monterey County Civil Rights Office.

At this point our estimated cost is \$12,500.00, the point of this letter is to ask for support in the way of endorsement by the City of Seaside. Secondly a request for financial backing at the sum of \$1,500.00 dollars for printing and wifi use at the facility.

Rev. Dirrick Williams
Founder/Executive Director
Black Leaders and Allies Collaborative

Tentative List of Requirements

July 14th	Facility use = 830 to 500 Program = 10 to 330
Audio Visual Support	MP4 Video PowerPoint PA System Riser in front of Stage
Host/ Guest Affiliates	Round table seating, 200 persons 20 - 6' tables for lobby (Actual count TBD) Registration table
Parking	Included
Lunch Menu (200 to 250)	Gluten Free / Nut Free / Low Sodium / Alcohol Free Beef Hamburger Vegetarian Burger (Beyond Burger) Chicken Breast (As replacement for Beef) Full suite of condiments Potato salad Green salad
Dessert Menu	Coffee / Decaf Coffee / Tea/ Water Cookies / Gelato / Ice Cream



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: Black Leaders and Allies Collaborative (BLAAC)

Name of Applicant: Dirrick Williams

Address: PO Box 833 City: Seaside State: CA

Phone: 831-337-8995 Email: info@blaac.org

EVENT INFORMATION:

Event Title: Monterey Race Relations Summit Meeting

Event Description: "...bring together, for the first time in our county's history, under non-crisis environment, will unite influencers, stakeholders, and leadership which will include prominent business, religious, civic, education, and community engagement organizations meet for the advancement of social awareness and equity."

Event Date: July 14, 2023 Room(s) Requested: N/A

Time (including set-up): _____ - _____ Approximate Number of Guests: 200

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: to ask for support in the way of endorsement by the City of Seaside. Secondly a request for financial backing at the sum of \$1,500.00 dollars for printing and wifi use at the facility.

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

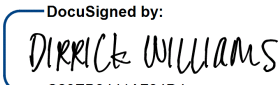
What is your organization's tax identification number? 85-4147729

What percentage of your members or participants resides in Seaside? 60%

Is your organization based in Seaside? ☒ Yes ☐ No

Is your organization able to provide liability insurance? ☐ Yes ☐ No N/A

Will alcohol be served or sold at your event? ☐ Yes ☐ No N/A

Applicant Signature:  _____
C20EB3414A704D4...

Date: May 8, 2023
6/30/2023

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No



SEASIDE
CALIFORNIA

Fee Waiver Request Form

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800

Staff Signature: *Dominique Davis* Date: June 30, 2023

Notes: This request is for a co-sponsorship in the amount of \$1,500.00; and a request to use the City's logo on promotional material related to the event. The application was duly reviewed according to the City's fee waiver process. This event is free to the public.



**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.**



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

BLACK LEADERS AND ALLIES COLLABORATIVE
25432 QUAIL SUMMIT
MONTEREY, CA 93940

Date:
05/15/2021
Employer ID number:
85-4147729
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 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:
January 25, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053447006191

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.

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 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

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P



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
Kirstin van Gend, Administrative Analyst II

DATE: July 6, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING A CONTRACTOR SERVICES AGREEMENT WITH CALIFORNIA PREMIER RESTORATION FOR ON-CALL PROPERTY CLEAN-UP SERVICES FOR AN AMOUNT NOT TO EXCEED \$75,000.00 AND TOTAL PROJECT COST, INCLUDING A 10% CONGINGENCY OF \$82,500.00

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a contractor services agreement with California Premier Restoration to perform On-Call Property Clean-Up Services for an amount not to exceed \$75,000.00 and total project cost, including a 10% contingency of \$82,500.00.

BACKGROUND

On May 5, 2023, the City sent out a Request for Proposals for On-Call Property Clean-up Services for a qualified and responsible company or contractor available to provide on-call clean-up services to remove personal property stored on public property, including homeless encampments, alley ways, and other public property as needed. Staff selected California Premier Restoration for this contract.

A Request for Proposals (RFP) was originally released on February 16, 2023, and proposals were due on March 16, 2023. The City received zero (0) proposals in response to the RFP. The RFP was noticed in the Monterey County Weekly on February 16, 2023 and several consultants were notified directly of the published RFP. On May 5, 2023, the City requested proposals from qualified contractors and California Premier Restoration was selected by staff.

California Premier Restoration was selected based on their experience and competitive pricing. Engineering staff negotiated the contract with California Premier Restoration for an amount not to exceed \$75,000.00.

Staff recommends the City Council adopt a resolution (Attachment 1) authorizing the City Manager to execute a contractor services agreement (Attachment 2), with California Premier Restoration for the amount not to exceed \$75,000.00 to perform On-Call Property Clean-Up Services.

FISCAL IMPACT

The contract with California Premier Restoration is for time and materials for a not to exceed cost of \$75,000.00. They will invoice us monthly based on the clean-up work performed in the previous month. This contract was anticipated and included in the FY 2023/2024 budget. A 10% contingency of \$7,500.00 will be used on an as needed basis by authorization of the City Manager.

ATTACHMENTS

1. Resolution
 2. Agreement
-

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AN AGREEMENT FOR CONTRACTOR SERVICES WITH CALIFORNIA PREMIER RESTORATION FOR ON-CALL PROPERTY CLEAN-UP SERVICES FOR AN AMOUNT NOT TO EXCEED \$75,000.00 AND TOTAL PROJECT COST, INCLUDING A 10% CONTINGENCY OF \$82,500.00

WHEREAS, a formal on-call contractor is needed to 1) cleanup homeless encampments, and 2) respond to other cleanup actions as may be requested by the City; and

WHEREAS, on February 16, 2023, staff issued a Request for Proposals (RFP) to solicit proposals from eligible firms to provide on-call property clean up services and no proposals were received on March 16, 2023; and

WHEREAS, on May 5, 2023 staff requested proposals from ten (10) contractors; and

WHEREAS, California Premier Restoration (CPR) was selected to perform on-call clean-up services based on their proposal; and

WHEREAS, the On-Call Property Clean-Up Project (Project) was adopted in the fiscal year Fiscal Year 2023/2024 annual budget (100-8430-2073); and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute an Agreement for Contractor Services with California Premier Restoration to provide On-Call Property Clean-Up services for an amount not to exceed \$75,000.00; and

BE IT FURTHER RESOLVED, the City Council of the City of Seaside authorizes the City Manager to execute up to an additional 10% contingency for written amendments up to \$7,500.00 and extensions to the Agreement such that the total value does not exceed \$82,500.00.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 6th day of July, 2023 by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



**CITY OF SEASIDE
AGREEMENT FOR CONTRACTOR SERVICES
ON-CALL PROPERTY CLEAN UP SERVICES**

THIS AGREEMENT FOR CONTRACTOR SERVICES is made and effective as of **August 1, 2023**, between the City of Seaside, a municipal corporation ("City") and California Premier Restoration Inc., a Corporation, ("Contractor") whose current and valid Contractor's License #1013305, as duly issued by the California Department of Consumer Affairs. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **August 1, 2023** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2024**, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the tasks described and set forth in **Exhibit A**, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the schedule of performance which is also set forth in **Exhibit B**. **Exhibit A** may include any Scope of Work, and other related documents specific to the services to be provided by Contractor.

3. PERFORMANCE

a) Contractor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

b) Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety. Contractor further agrees to take all necessary precautions for the safety of employees and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. The Contractor shall be responsible for erecting and properly maintaining at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or reasonably foreseeable or unusual hazards.

c) At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

d) The Contractor will obtain a valid City Business License and shall maintain said Business License for the term of this Agreement and any extensions.

e) Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by Contractor or in any way affect the performance of its service pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this Section.

f) Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

g) Contractor agrees that in the performance of this Agreement or any sub-agreement hereunder, neither Contractor nor any person acting on Contractors behalf shall refuse to employ or refuse to continue in any employment any person on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual preference, sex or age. Harassment in the workplace is not permitted in any form. Contractor further agrees to comply with all laws with respect to employment when performing this Agreement.

h) Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in **Exhibit C** attached to and part of this. To insure performance, Contractor and any sub-contractor must provide Faithful Performance and Labor and Material Bonds in favor of City, each in the amount of one hundred percent (100%) of the value of the contract.

i) Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Seaside in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial agreement or financial inducement. No officer or employee of the City of Seaside will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

4. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

Contractor 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 Contractor, **Exhibit B** hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Contractor's proposals.

5. CITY MANAGEMENT

City Engineer/Public Works Director shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due

to Contractor. City's City Manager, shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Contractor's compensation, subject to Section 4 hereof.

6. PAYMENT

(a) City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit D**, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **SEVENTY FIVE THOUSAND DOLLARS** (\$75,000.00) which sum shall include all costs, if any, for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) The City Manager's contract authority is limited to a total threshold of \$24,999.00 which includes all costs. Contracts, including any contract amendments that exceed the total threshold, require City Council approval. Any contracts, including contract amendments that exceed the total threshold, which do not have City Council approval, shall be void.

(c) Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

7. INSPECTION

City shall at all times have the right to inspect the work and materials. Contractor shall furnish all reasonable aid and assistance required by City for the proper examination of the work and all parts thereof. Such inspection shall not relieve Contractor from any obligation to perform said work strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City pursuant to Section 6(c).

9. DEFAULT OF CONTRACTOR

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records at California Premier Restoration; shall permit City to make copies and transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained at the City of Seaside City Hall for a minimum period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer discs, and reports prepared by the Contractor under this Agreement shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Contractor. With respect to computer files, Contractor shall make available to City, at City's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION

(a) Indemnification for Professional Liability. Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are actually caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or sub-contractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other Than Professional Liability. Contractor shall indemnify defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

12. WARRANTIES

Contractor agrees that it will warrant all work performed and equipment supplied hereunder for a period of one year or, in the case of equipment, for the period of the manufacturer's warranty if such warranty be for a period longer than one year. Contractor shall immediately correct all defective workmanship discovered within one year after acceptance of final payment by it and shall

indemnify and defend City against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after the expiration thereof. Nothing herein constitutes a waiver of City's rights or any statute of limitations.

13. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in **Exhibit C** attached to and part of this Agreement.

14. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Any and all employees or sub-contractors of Contractor under this Agreement, while engaged in the performance of any work or services required by Contractor under this Agreement, shall be considered employees or sub-contractors of Contractor only and not of city. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees or sub-contractors, while so engaged and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees or sub-contractors, while so engaged in any of the work or services provided for or rendered herein shall not be City's obligation.

15. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

16. CONFLICT OF INTEREST

Contractor shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this Contract.

Contractor covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly nor indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or sub-contractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Contractor and/or its sub-contractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

If City determines Contractor comes within the definition of Contractor under the Political Reform Act (Government Code §87100 et seq.) Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with City disclosing Contractor's and/or such other person's financial interests.

17. NO WAIVER OF BREACH/TIME

The waiver by City of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Time is of the essence in carrying out the duties hereunder.

18. CONFIDENTIAL INFORMATION/RELEASE OF INFORMATION

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or

similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

19. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:

City of Seaside
440 Harcourt Ave
Seaside, CA 93955
Attention: City Clerk

To Contractor:

California Premier Restoration
9821 Blue Larkspur Lane, Suite 200
Monterey, CA 93940
Attention: Michael Mosebach

20. THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in third parties.

21. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Subject to the foregoing, all terms of the Agreement will be binding upon, enforceable by and inure to the benefit of the parties and their successors and assigns.

22. GOVERNING LAW

City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Monterey County, or the federal district court with jurisdiction over the City. Contractor agrees not to commence or prosecute any dispute arising out of or in connection

with this Agreement other than in the aforementioned courts and irrevocably consents to the exclusive personal jurisdiction and venue of the aforementioned courts.

23. ATTORNEY'S FEES AND COURT VENUE

Should either party to this Agreement bring legal action against the other (formal judicial proceeding, mediation or arbitration) the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case, and such fee shall be included in the judgment together with all costs.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

25. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. AGREEMENT CONTAINS ALL UNDERSTANDINGS: AMENDMENT

(a) This document represents the entire and integrated Agreement between City and Contractor, and supersedes all prior negotiations, representations and agreements, either written or oral.

(b) Any modification or amendment to this Agreement must be in writing.

(c) Neither City nor Contractor shall be deemed to have waived any obligation of the other, or to have agreed to any modification to this Agreement unless it is in writing, and signed by the party giving the waiver.

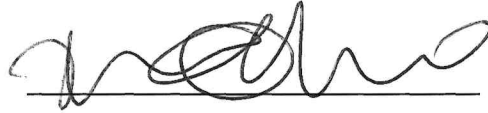
27. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction or arbitrator the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF SEASIDE

CONTRACTOR



By: Jaime M. Fontes, City Manager
Name, Title

By: Michael Moschulat / President
Name, Title

Date: _____

Date: 6/27/23

<u>Attachments:</u>	<u>Exhibit A</u>	<u>Scope of Work</u>
	<u>Exhibit B</u>	<u>Contractor Proposal</u>
	<u>Exhibit C</u>	<u>Insurance Requirements</u>
	<u>Exhibit D</u>	<u>Request for Proposal</u>

EXHIBIT A
SCOPE OF WORK

SCOPE OF WORK

The City is requesting proposals from qualified contractors for on-call property clean-up services. The Scope of Work shall include but not be limited to the following tasks and deliverables.

1. CONTRACTOR DUTIES AND RESPONSIBILITIES

- 1.1 Contractor shall clean-up encampment sites and other areas as assigned by City. Preparation for clean-ups shall include: surveying sites, scheduling clean-ups with City staff, planning for clean-ups (labor, equipment, specialists, sub-contractors), procedural record keeping for each job as described below. Clean-ups shall include collecting and sorting of debris, shopping carts, e-waste, mattresses etc., separating out personal property (defined in Attachment A), dismantling temporary structures, removing trash, and disposing of all debris at the Monterey Peninsula Landfill or other appropriate disposal site. Contractor shall profile, manifest and dispose of materials excluded from disposal at said landfill (i.e. hazardous waste, universal waste, medical waste, and other items banned from landfills or transfer station) at a site permitted to accept such material.
- 1.2 As needed, Contractor will clean-up City alley ways on an on-call basis.
- 1.3 Contractor shall supply all labor, materials, tools, heavy machinery and equipment, vehicles, protective clothing, protective gear, portable bathroom facilities, dumpsters, and other supplies that may be required to remove large quantities of debris, litter, and waste. Such equipment, tools and protective gear shall be sufficient for all conditions including jobsites that may be located in heavy foliage, poison oak, steep embankments, by lakes, occasionally on private property (with permission granted), public right of way and other areas requiring alertness to the environment and pre-planning to prevent injury or illness.
- 1.4 Contractor shall coordinate with the City on a project-by-project basis to determine the scope for each encampment clean-up. The scope will establish the project start date, period of work, size/scope of the job, work location, the name and title of the onsite Contractor representative, and the estimated not-to-exceed cost of the clean-up. Additional specific instructions will be given at the work location.
- 1.5 Contractor shall post City provided "Notice to Vacate" signs at the work site prior to the commencement of each removal project as established in the work-scope and as directed by City staff. Depending on circumstances this posting may occur no less than a minimum of 72-hours from the date of the clean-up, or up to two-weeks prior to the clean-up. Contractor shall photograph posted notices to document time and location of posting.
- 1.6 Contractor shall be responsible for the supervision/management of its crew and ensure all necessary safety procedures are followed. This individual will also serve as the contact person for all projects.
- 1.7 Contractor shall provide bags and tags, and identify and tag certain items as "personal property." Such items include but are not limited to items in good repair such as tents, backpacks, medication, eye glasses, books, jewelry, stoves, audio equipment, toiletries, personal records, handbags, personal photographs, duffel bags, bedrolls, blankets, watches, and clean clothing. The Contractor will transport identified property for storage to a site designated by City as directed by City Staff. Guidelines for the proper identification and classification of personal property may be found in Attachment A. In addition, the City will provide training and written instructions as required for the Contractor to help identify, sort, tag, photograph, and catalogue what will be retained as personal property. Contractor will also be responsible for posting notice at each clean-up site indicating contact information for reclaiming personal property.
- 1.8 Contractor shall photograph the encampment site before and after the clean-up to document the condition of the site and the date of the clean-up. Photographs of clean-up will be provided to the City electronically after completion of the clean-up. Photographs will include information specifying time and place where the photo was taken.
- 1.9 Contractor shall follow best practices work procedures to safely manage any hazardous materials that may be found on the jobsite, including urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat. Weapons or drugs will not be moved by the Contractor.

- 1.10 Contractor shall immediately contact the City Police Department in the event that weapons or drugs are found at the encampment.
- 1.11 If necessary, Contractor shall work with City representatives to obtain, maintain and comply with all permits required to perform clean-ups along watercourses, including but not limited to, any permits required by the California Regional Water Quality Control Board, the U.S. Army Corps of Engineers or the California Department of Fish and Wildlife.
- 1.12 Contractor shall notify the City when the work is complete and provide a clean-up report for each site including total weight of debris removed.
- 1.13 In the event that an adjacent homeless encampment is discovered in the general area during the course of a project, Contractor shall notify the City's designated representative to obtain authorization prior to proceeding with any additional work that was not identified in the work scope.
- 1.14 Contractor shall provide a representative, if requested by City, to attend regional encampment clean-up coordination meetings that involve multiple agencies, jurisdictions, and/or special interest organizations.
- 1.15 City reserves the right to cancel any given project if the City deems, in its sole discretion, that unsafe conditions exist at the site on the day of a planned event. The City will attempt to provide the Contractor with at least a 24 hour notice of any project cancellation.
- 1.16 Contractor shall perform work in a timely and efficient manner, and conduct themselves in a courteous and business-like fashion at all times.
- 1.17 Contractor shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.
- 1.18 Contractor shall coordinate manifesting and billing between disposal site and the City so that landfill costs, including tipping fees, are billed directly to the City. Contractor shall provide proper documentations, such as manifests and weight tickets, for all wastes disposed of.

2. CITY RESPONSIBILITIES

- 1.1 City shall issue a work order and provide a minimum 24-hour notice to the Contractor prior to the start time of a clean-up project and issue maps and property boundary information as appropriate.
- 1.2 City shall provide security during the posting of the "Notice to Vacate" and for the duration of the clean-up.
- 1.3 City shall provide a representative to serve as a point of contact in writing, approving, and issuing work orders, and addressing any Contractor issues or questions that may arise during the course of a clean-up.
- 1.4 City shall provide training and written instructions as required for the Contractor to help identify, sort, tag, photograph, and catalogue what will be retained as personal property.

Attachment A

Guidelines for Property Identification

1. Unless an item is obvious trash or poses an immediate threat to public health or safety it should be retained for storage as potential personal property. Items that are arranged in a manner that suggests ownership (e.g.: items that are neatly folded or stacked, stored off the ground, hung or clearly on display or packed in bag or box) should be retained for storage.
2. If there is any uncertainty regarding whether an item should be thrown away or stored, it should be stored. City staff should be consulted as needed.
3. Examples of items to take to storage: The following are examples of items that are considered personal property and will be stored:
 - ID/Social Security cards
 - Birth Certificates
 - Medications
 - Tents
 - Stove or barbeque grill
 - Pots, pans, and cooking utensils
 - Packaged non-perishable foods
 - Sleeping bag, blanket
 - Clothing
 - Backpack or other bag
 - Handheld tools
 - Tents
 - Radios & Electronics
 - Photos/Photo Albums
 - Tax/medical records
 - Intact Bicycles
 - Jewelry
 - Purses/backpacks/briefcases
 - Eyeglasses
 - Books
 - Tools
 - Generators

City of Seaside
Request for Proposal to Provide Professional Services for
On-Call Property Clean-Up Services

4. Items that are trash or pose a threat to public health or safety and will not be stored. The following are examples of conditions that will cause an item (including those examples listed above) to be immediately disposed of:
 - Soiled or moldy items including items that smell, are stained with urine, bodily waste, or mud, or are infested with fleas, bed bugs, rats or other vectors
 - Loose or scattered papers
 - Wet or damp clothing, bedding, or sleeping bags
 - Perishable food or personal products that will spoil or rot in storage
 - Bike carcasses
 - Shopping carts
 - Broken or disassembled items or those stripped of parts
 - Contaminated: items used for hygiene or that present a risk of biohazard (i.e. used toothbrushes, hairbrushes, washcloths, bandages, sponges, and underwear)
 - Hazardous or Explosive: items that could corrode or burn in storage (i.e. car batteries, gasoline cans, and propane tanks)
 - Weapons: weapons will be turned over to the SPD
 - Obvious Trash: Food/beverage wrappers, tissue/paper napkins, open household product containers
 - All medications and controlled substances will be turned over to the PD for storage

EXHIBIT B
CONTRACTOR PROPOSAL



Proposal for On-Call Property Clean Up Services

May 30, 2023

City of Seaside, California



Business Capability Statement

Contents:

Company Information/ Introduction	Page 3
License Information/ Insurance Details	Page 4
Key Personnel	Page 4
Occupational Health and Safety	Page 5
Core Services & Expertise	Page 6
Training/ Certifications	Page 6/7
Recently Completed Project	Page 7
References	Page 8
Response to Statement of Work	Page 8
Project Highlights	Page 9
Proposed Pricing	Page 10
Summary	Page 11



Business Capability Statement

Company Information

California Premier Restoration Inc.

Tax Id: 81-0787396

Year of incorporation: 2015 (Sub S corporation)

Corporate Office: 9821 Blue Larkspur Lane
Suite 200
Monterey, CA 93940
831-275-2103 O
831-275-4188 F

Website: www.californiarestore.com

Introduction

California Premier Restoration is a family owned business specializing in general construction services for all residential, commercial and institutional properties with a strong focus on restoration and mitigation services. We currently service the entire Monterey Peninsula from our corporate office including Monterey, Santa Cruz, Santa Clara and San Benito counties.

CPR's primary focus is customer satisfaction. We recognize many of our clients are being introduced to CPR at one of their worst moments. Our objectives are to restore life through the restoration process. While homes and offices can be rebuilt and contents can be restored or replaced, nothing takes the place of the security and comfort of someone's home. We recognize home is not just a location. It is where life takes place. With empathy, we work diligently to restore life to those who have suffered property losses. We use this template to provide the same dedicated service level to our remodeling clients as well as our corporate and institutional accounts. This model has served us well and helped us to establish strong relationships leading to significant growth in recent years.



Business Capability Statement

License Information

- Contractors State License # - 1013305 - Class B, C61, D38 – Expiration Date 4/30/24
- DIR # -1000035801
- RRP# - R-I-Subpart Q-17-71549

Insurance Details

- Commercial General and Pollution Liability
 - Provider - Admiral Insurance Company
 - Policy # - FEI-ECC-23338-06, exp. 3/17/24
 - \$1MM per occurrence \$2MM aggregate
- Automobile Liability
 - Provider – State Farm insurance
 - Account # - 1194-1418-02 Monthly (no exp. Date)
 - \$1MM combined single limit
- Worker's compensation
 - Provider – Sunz Insurance Company
 - Policy # - WC063-00187-023, exp. 1/1/24
 - \$1MM each incident

Key Personnel

- | | | |
|------------------------------------|------------------|--|
| • President/ Owner: | Michael Mosebach | mike@californiarestore.com |
| • CEO/ Owner: | Lilly Mosebach | lilly@californiarestore.com |
| • Estimator (Monterey) | Manuel Valencia | manuel@californiarestore.com |
| • Mitigation Co-Manager (Monterey) | Sean Hodge | Sean@californiarestore.com |
| • Mitigation Co-Manager (Monterey) | Michael Murphy | Murphy@californiarestore.com |

Business Capability Statement

Occupational Health and Safety

California Premier Restoration is committed to developing, implementing and observing a safe and healthy work environment for employees, management and customers. A safe and healthy work environment is achieved through the cooperation and compliance of every employee, and includes safe procedures and relevant work instructions. It is the intention of the company's management to provide safe and healthy working conditions and to establish and insist upon safe work practices at all times. Compliance with OSHA safety regulations is considered minimum standards.

California Premier Restoration emphasizes the integration of health and safety measures into all job tasks so incident prevention, health, quality and job performance become part of the management system. This is accomplished through the cooperative efforts of managers, supervisors, and employees, all working together as a team. Through a coordinated effort of continuously improving, a safe and healthy work environment is achieved. The company's culture and open-door policy encourages employees to communicate with management on safety and health related matters. The ultimate goal is to stimulate an interest in safety and health through promoting lifestyle changes that ultimately become part of the organizational culture.

CPR maintains and updates annually the following safety documents:

- Injury & Illness Prevention Program
- Heat Illness Prevention Program
- Hazard Communication Program including up to date SDS binders
- Respiratory Protection Program
- Blood Borne Pathogen Exposure Control Program
- Vehicle Safety Program
- Fall Protection Program
- Scaffold Safety Program

Core Services and Expertise

- New construction residential, commercial & institutional
- Residential remodeling
- Commercial tenant improvements
- Commercial and public works projects
- Construction defect investigation & reporting
- Destructive testing
- Emergency Board up
- Water damage mitigation & restoration
- Storm/ Wind damage mitigation & restoration
- Fire/ Smoke damage mitigation & restoration
- Odor mitigation & restoration
- Mold remediation
- Contents restoration
- Electronics restoration
- Bio hazard clean up & restoration
- Homeless camp clean up and sanitation
- Property maintenance & service

Industry/ Trade Certifications & Training

- Working knowledge of IICRC (*Institute of Inspection, Cleaning and Restoration Certification*) S500 (ANSI Standard) Standard and Reference Guide for Professional Water Damage Restoration
- Working knowledge of IICRC S520 (ANSI Standard) Standard and Reference Guide for Professional Mold Remediation
- Qualifications met for IICRC - Master Water Restorer
- Qualifications met for IICRC – Master Fire & Smoke Restorer
- IICRC certifications
 - Water Damage Restoration Technician
 - Applied Microbial Remediation Technician
 - Applied Structural Drying Technician
 - Odor Control Technician
 - Fire & Smoke Restoration Technician
 - Upholstery and Fabric Technician

- Health & Safety Technician
 - Carpet Cleaning Technician
- Restoration Alliance – Electronics Restoration Technician
- Restoration Alliance – Ultrasonics Restoration Technician
- American Bio Recovery Association – Certified Bio Recovery Technician
- OSHA – 10 hour construction industry training
- OSHA – 30 hour construction industry training
- Various industry and trade expositions, training programs etc.

Recently Completed Projects

- City of Monterey, Homeless camp clean up (multiple projects)
- City of Monterey, On call emergency mitigation services
- Tanglewood Condos, balcony replacement project.
- Tanglewood Condos, stairway replacement project.
- 850 Garner Ave, Salinas, apartment fire damage restoration.
- Middlebury Institute, Classroom renovations, railing replacement.
- More than 400 projects of varying size and scope over the past 12 months

References

- Jon Anderson – Facilities Maintenance Coordinator, PGUSD, 831-760-3425
- John Price – Building Maintenance Supervisor, City of Monterey, 702-238-6558
- Luis Marckuzo – Manager of Parks and Rec, City of Monterey, 831-596-8957
- Trevor Miller – Facilities Manager – Santa Cruz School District, 831-212-6089
- Dino Pick – Director of international graduate programs – Naval Postgraduate School (Former City Manager – City of Del Rey Oaks, Former Asst. City Manager – City of Monterey), 202-615-3841
- Chip Rerig – City Manager – Carmel by the Sea, 831-620-2058
- Michael Schoeder – Managing Principal, Cushman Wakefield, 831-647-2105
- Chris Gatward – Principal, M3 Environmental Consulting, 831-649-4623
- Justin Sacoolas – Monterey Regional Manager, Compass Management Group, 408-226-3300
- Craig Coming – Principal – Mangold Property Management, 831-372-1338
- Al DeCamara – Principal – DeCamara Management, 831-688-0500

Response to Statement of Work

CPR operates 24/7/365 and is always ready to respond to our clients' needs. As such, we are in a constant state of readiness for all manner of disaster response. CPR has performed multiple homeless camp clean ups for the city of Monterey as well as other bio hazard remediation projects. As a restoration contractor, our team is experienced in many facets that would be critical in the execution of the work detailed in Section II of the RFP. These are listed below:

- Documentation of initial conditions/ progress – CPR regularly handles customers' personal items. We are acutely aware of the liability associated with such tasks. It is critical to document the condition of those items prior to handling to minimize potential liability. Documentation is accomplished in multiple ways. Detailed photos are taken and cataloged by date for easy reference. Inventory sheets are completed showing personal items that can/should be salvaged as well as those to be disposed. Photos and inventory sheets are provided after completion of work for future reference.
- Safety precautions/ PPE – CPR technicians regularly perform work of a hazardous nature such as mold remediation, bio-hazard clean up etc. All technicians are experienced in proper PPE donning/ doffing procedures. Technicians have received the appropriate Hepatitis inoculations and have received fit testing for respiratory protection should that need arise. Technicians are also experienced in identifying, handling and disposal of sharps as well as other potentially contaminated or infectious materials.
- Certification in bio-hazard handling/ disposal – CPR is listed as a trauma scene waste management practitioner on the California Department of Public Health's Medical Waste Management Program. We have an established contractual relationship with a medical waste hauler pursuant to the State's requirement for this certification.

All homeless camp cleanup projects will be managed by our Mitigation Managers, Sean Hodge and Michael Murphy. Both will report directly to the President, Michael Mosebach. All have extensive knowledge in the execution of the nature of work included in Section II of the RFP.

Project Highlights

We believe the best approach towards a successful clean up would follow the steps listed below in order:

1. Post required notices.
2. Establish project supervisor and city representative contact info.
3. Conduct pre-construction meeting to discuss objectives, constraints, safety hazards etc.
4. Prepare list of required tools, supplies and equipment needed.
5. Following 72 hour noticing period, delineate camp with caution tape and other visual aids to minimize public exposure and to discourage repatriation.
6. Establish highly visible signage indicating areas of bio-hazard contamination if discovered.
7. Perform photo catalog of entire site detailing existing, general conditions.
8. Perform photo catalog and written inventory of personal items present at camp.
9. Protect, bag and remove all personal items as directed by the city. If bio-hazard contamination exists, clean if possible and/or protect items appropriately to minimize further exposure.
10. Remove any bio-hazards identified in initial site evaluation.
11. Perform walk through with city representative prior to removal of remaining camp items/debris.
12. Upon approval from city representative, all remaining items and debris on the site will be removed for disposal at the local landfill. Front loader and dump trucks may be needed depending upon the scale of removal. For smaller camps, debris will be removed by shovels or by hand.
13. Final walk through with city representative to ensure all work performed appropriately and to the city's satisfaction.
14. Upon approval from city representative, CPR will remove all signage and caution tape from the site.

Business Capability Statement

Proposed Pricing

Labor Rates:

Labor Classification	Prevailing Wage Rates	Non-Prevailing Wage Rates
Project Supervisor	\$135/hour	\$90/hour
Bio-Hazard Technician	\$122/hour	\$75/hour
Equipment Operator	\$130/hour	\$80/hour

Equipment Rates:

Item	Daily Rate	Weekly Rate
Front Loader	\$950	\$2650
Dump Truck (3yd)	\$380	\$1450
Skid Steer	\$572	\$1660

Supply Rates/ Misc Fees:

Item	Rate
Personal Protective Gear (suit, gloves, boots, goggles)	\$55/set
Respirator Cartridges (Organic Vapor/ Acid Gas)/ pair	\$45/pair
6 mil Visqueen Bags & tape	\$2.50/each
Botanical Disinfectant (gallon)	\$68.64/gallon
Bio Hazard Disposal (per bag/container)	\$107.25/bag

Summary

California Premier Restoration is perfectly suited to handle the work detailed in this request for proposal. We have extensive restoration industry knowledge backed by solid construction industry experience. We rarely encounter a situation or project about which we are not familiar. We have extensive resources and capabilities. Most importantly, we pride ourselves in servicing our clients no matter the request and despite how small or large a job may be. Each member of our organization is trained to do everything possible to exceed our clients' expectations always and on time. We rely upon this philosophy as our competitive advantage.

EXHIBIT C
INSURANCE REQUIREMENTS

EXHIBIT C

INSURANCE

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

A. CONTRACTOR shall provide the following types and amounts of insurance:

Without limiting CONTRACTOR's indemnification of AGENCY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to AGENCY.

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

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

Umbrella or excess liability insurance. [Optional depending on limits required] CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general

liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

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

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to AGENCY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Builder's risk insurance. Upon commencement of construction and with approval of AGENCY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the AGENCY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and AGENCY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to AGENCY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made

payable to the AGENCY. The AGENCY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to Agency to ensure adequacy of terms and sublimits and shall be submitted to the Agency prior to commencement of construction.

Other provisions or requirements

Proof of insurance. CONTRACTOR shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by AGENCY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. AGENCY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall

also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The AGENCY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR or AGENCY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, AGENCY may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the AGENCY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other

requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise requirements. The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the AGENCY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONTRACTOR shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

EXHIBIT D
REQUEST FOR PROPOSAL



REQUEST FOR PROPOSAL
FOR
PROFESSIONAL SERVICES FOR
ON-CALL PROPERTY CLEAN-UP SERVICES

DUE
MAY 30, 2023

Submit proposal to:
pwinfo@ci.seaside.ca.us

Table of Contents

I.	INTRODUCTION AND BACKGROUND	3
II.	SCOPE OF WORK.....	3
III.	FORM AND CONTENTS OF PROPOSAL	6
IV.	PROCEDURES FOR SUBMISSION	7
V.	ACCEPTANCE OR REJECTION OF PROPOSAL.....	8
VI.	ADDENDA AND INTERPRETATION	8
VII.	GENERAL DESCRIPTION OF PROPOSED AGREEMENT.....	8
VIII.	INSURANCE REQUIREMENTS.....	9
IX.	EXAMINATION OF PROPOSED MATERIAL.....	9
X.	PUBLIC NATURE OF PROPOSAL MATERIAL.....	9
XI.	DISQUALIFICATION	9
XII.	NON-CONFORMING PROPOSAL	10
XIII.	PROHIBITION OF GIFTS.....	10
XIV.	NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT.....	10
XV.	ADDITIONAL TERMS AND CONDITIONS	10
XVI.	ATTACHMENTS.....	11

I. INTRODUCTION AND BACKGROUND

The City of Seaside, California is soliciting proposals from qualified contractors to perform on-call property clean-up services to remove trash, debris and personal property left on public property (and potentially private property) including homeless encampments, alley ways, and other public and/or private property as needed. Items to be removed may be hazardous and/or non-hazardous in nature.

The City consists of 9.4 square miles of primarily urban and residential properties with 7.8 miles of alley ways. Seaside contains several areas of open space, including Laguna Grande Regional Park and the open space on the former Fort Ord, which have become popular places for homeless to establish camps and to store and accumulate private property. The City does not currently have the resources to clean-up these areas.

The RFP presented here is the result of research of best management practices intended to protect the health, safety, and welfare of the community and also recognize that there are members of the community without access to private spaces.

At this time, it is difficult to predict how many camps will be cleaned or the size and scope of each area. On occasion, the size is much larger than first anticipated, yet in others, they turn-out to be vacated and simple jobs. The City has therefore been relying on time-and- material job estimates on a per-site basis.

The selected contractor shall perform the tasks specified in the "Scope of Work" section of the Request for Proposals (RFP). The contractor is encouraged to suggest additions or modifications to the scope that will enhance or clarify the work and the suggestions should be incorporated into the proposal. Prospective contractors will be required to provide team qualification, proposed work plans, proposed schedule, and other related items as part of the proposal submittal (Section IX).

II. SCOPE OF WORK

The City is requesting proposals from qualified contractors for on-call property clean-up services. The Scope of Work shall include but not be limited to the following tasks and deliverables.

1. CONTRACTOR DUTIES AND RESPONSIBILITIES

- 1.1 Contractor shall clean-up encampment sites and other areas as assigned by City. Preparation for clean-ups shall include: surveying sites, scheduling clean-ups with City staff, planning for clean-ups (labor, equipment, specialists, sub-contractors), procedural record keeping for each job as described below. Clean-ups shall include collecting and sorting of debris, shopping carts, e-waste, mattresses etc., separating out personal property (defined in Attachment A), dismantling temporary structures, removing trash, and disposing of all debris at the Monterey Peninsula Landfill or other appropriate disposal site. Contractor shall profile, manifest and dispose of materials excluded from disposal at said landfill (i.e. hazardous waste, universal waste, medical waste, and other items banned from landfills or transfer station) at a site permitted to accept such material.
- 1.2 As needed, Contractor will clean-up City alley ways on an on-call basis.

- 1.3 Contractor shall supply all labor, materials, tools, heavy machinery and equipment, vehicles, protective clothing, protective gear, portable bathroom facilities, dumpsters, and other supplies that may be required to remove large quantities of debris, litter, and waste. Such equipment, tools and protective gear shall be sufficient for all conditions including jobsites that may be located in heavy foliage, poison oak, steep embankments, by lakes, occasionally on private property (with permission granted), public right of way and other areas requiring alertness to the environment and pre-planning to prevent injury or illness.
- 1.4 Contractor shall coordinate with the City on a project-by-project basis to determine the scope for each encampment clean-up. The scope will establish the project start date, period of work, size/scope of the job, work location, the name and title of the onsite Contractor representative, and the estimated not-to-exceed cost of the clean-up. Additional specific instructions will be given at the work location.
- 1.5 Contractor shall post City provided "Notice to Vacate" signs at the work site prior to the commencement of each removal project as established in the work-scope and as directed by City staff. Depending on circumstances this posting may occur no less than a minimum of 72-hours from the date of the clean-up, or up to two-weeks prior to the clean-up. Contractor shall photograph posted notices to document time and location of posting.
- 1.6 Contractor shall be responsible for the supervision/management of its crew and ensure all necessary safety procedures are followed. This individual will also serve as the contact person for all projects.
- 1.7 Contractor shall provide bags and tags, and identify and tag certain items as "personal property." Such items include but are not limited to items in good repair such as tents, backpacks, medication, eye glasses, books, jewelry, stoves, audio equipment, toiletries, personal records, handbags, personal photographs, duffel bags, bedrolls, blankets, watches, and clean clothing. The Contractor will transport identified property for storage to a site designated by City as directed by City Staff. Guidelines for the proper identification and classification of personal property may be found in Attachment A. In addition, the City will provide training and written instructions as required for the Contractor to help identify, sort, tag, photograph, and catalogue what will be retained as personal property. Contractor will also be responsible for posting notice at each clean-up site indicating contact information for reclaiming personal property.
- 1.8 Contractor shall photograph the encampment site before and after the clean-up to document the condition of the site and the date of the clean-up. Photographs of clean-up will be provided to the City electronically after completion of the clean-up. Photographs will include information specifying time and place where the photo was taken.
- 1.9 Contractor shall follow best practices work procedures to safely manage any hazardous materials that may be found on the jobsite, including urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat. Weapons or drugs will not be moved by the Contractor.
- 1.10 Contractor shall immediately contact the City Police Department in the event that weapons or drugs are found at the encampment.
- 1.11 If necessary, Contractor shall work with City representatives to obtain, maintain and comply with all permits required to perform clean-ups along watercourses,

including but not limited to, any permits required by the California Regional Water Quality Control Board, the U.S. Army Corps of Engineers or the California Department of Fish and Wildlife.

- 1.12 Contractor shall notify the City when the work is complete and provide a clean-up report for each site including total weight of debris removed.
- 1.13 In the event that an adjacent homeless encampment is discovered in the general area during the course of a project, Contractor shall notify the City's designated representative to obtain authorization prior to proceeding with any additional work that was not identified in the work scope.
- 1.14 Contractor shall provide a representative, if requested by City, to attend regional encampment clean-up coordination meetings that involve multiple agencies, jurisdictions, and/or special interest organizations.
- 1.15 City reserves the right to cancel any given project if the City deems, in its sole discretion, that unsafe conditions exist at the site on the day of a planned event. The City will attempt to provide the Contractor with at least a 24 hour notice of any project cancellation.
- 1.16 Contractor shall perform work in a timely and efficient manner, and conduct themselves in a courteous and business-like fashion at all times.
- 1.17 Contractor shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.
- 1.18 Contractor shall coordinate manifesting and billing between disposal site and the City so that landfill costs, including tipping fees, are billed directly to the City. Contractor shall provide proper documentations, such as manifests and weight tickets, for all wastes disposed of.

2. CITY RESPONSIBILITIES

- 2.1 City shall issue a work order and provide a minimum 24-hour notice to the Contractor prior to the start time of a clean-up project and issue maps and property boundary information as appropriate.
- 2.2 City shall provide security during the posting of the "Notice to Vacate" and for the duration of the clean-up.
- 2.3 City shall provide a representative to serve as a point of contact in writing, approving, and issuing work orders, and addressing any Contractor issues or questions that may arise during the course of a clean-up.
- 2.4 City shall provide training and written instructions as required for the Contractor to help identify, sort, tag, photograph, and catalogue what will be retained as personal property.

3. SAFETY AND TRAINING

- 3.1 Safety and appropriate training/licensing are critical requirements for the selected Contractor. At no time is the Contractor expected to interact with the homeless residents or put their employees at risk.
- 3.2 Contractor shall comply with all safety rules, protocols, and licensing requirements mandated by the State of California.
- 3.3 Work may be performed in inclement weather. Jobsites can be in heavy foliage, poison oak, steep embankments, by creeks and lakes, and other areas requiring

alertness to the environment and pre-planning to prevent injury or illness. Contractor shall perform a hazard assessment and provide all training and supplies necessary.

3.4 Contractor's personnel shall be certified to operate any heavy equipment required to complete the encampment clean-up work, including trash compactors, bulldozers, graders or other ground moving equipment. Certifications shall meet the minimum requirements of Cal-OSHA.

3.5 Contractor shall conform to all applicable occupational safety and health standards, rules, regulation and orders established by the State of California. The Contractor shall provide all safety equipment, materials, and will supply training as required. The Contractor shall provide its employees with appropriate safety apparel and personal protective equipment. This apparel shall include but not be limited to hardhats, safety glasses, vest, gloves, and leather (or adequately puncture resistant) boots.

3.6 Contractor shall be trained annually in OSHA's Bloodborne Pathogen Standard 1910.1030. This training must be supplemented with precautions regarding West Nile Virus, hanta virus, and histoplasmosis. Employees must have work procedures to be able to safely manage urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat.

3.7 Contractor's personnel shall wear Personal Protective Equipment and follow other safety protocols established for handling hazardous materials. The Contractor will coordinate disposal of these wastes and syringes with City staff and consistent with Section 1.18. Contractor shall provide copies of any training records and licenses required by the City upon request.

The City has prepared additional information on the Guidelines for Property Identification as Attachment "A"

III. FORM AND CONTENTS OF PROPOSAL

Proposals shall consist of responses to the sections below. Please clearly label and respond to all sections. The submissions are subject to a page limitation of fifteen (15) pages (front-side only) in twelve-point font. The cover letter, table of contents, front and back covers, and section dividers and resumes are **excluded** from the page count. Proposers are requested to enclose certain information as exhibits, which will not count against the page limit and may also attach additional information as exhibits (which also will not count against the page limit). The City makes no assurances that any non-requested additional information in exhibits will be reviewed. **The proposal shall be submitted electronically and include the following sections in order within the page limitations:**

1. **Cover Letter:** Signed by the person authorized to negotiate a contract for the proposed services with the City of Seaside. Include the contractor's name, business address and list the Project Manager's name, telephone number and email address. Summarize your understanding of the project and introduce your team.
2. **Project Team:** Identify the prime contractor, all subcontractor, and their respective roles. Show the project manager and the key staff proposed for this project, including subcontractors' staff. Include brief summary of the Prime firm's organization and history. Provide two references (name, title, agency, and telephone number) for similar type/size

projects. Include a copy of current permits and/or licenses, a list of fees to be charged as well as hourly rates for employees and equipment costs.

3. **Relevant Project Experience:** Include similar type/size projects that your team has completed. Provide a project description, services provided, consulting fees and the project cost. Discuss whether the property clean-up services were completed on time and within budget. Identify any obstacles encountered and how they were resolved.
4. **Project Understanding and Approach:** Describe your firm/team's understanding of the work to be performed and identify the approach for key services and/or issues anticipated for this project. Describe project manager's and firm/team support and approach to managing project. Include a description of the company or contractor's proposed response to "Section II" Scope of Work.
5. **Fee Proposal:** Fee proposal must remain active for a time period of no less than two (2) years. Fees shall remain the same for a year, the city will consider a cost of living increase annually. The fee proposal shall include a fee schedules for all fees that may be charged for the property clean up (i.e. crew's hours, equipment, ect.). The annual contract amount in past years has been about \$75,000 for the year. For project limits see Scope of Work (Section II) and Attachment A. The final contract price may be negotiated.

IV. PROCEDURES FOR SUBMISSION

All correspondence between the City and potential proposers will be by email in accordance with Section VI, "Addenda and Interpretation" below.

Please submit by e-mail a single Adobe Acrobat® PDF file containing the entire proposal, including your cost proposal, to pwinfo@ci.seaside.ca.us. The e-mail subject line should read: **RFP- On-Call Property Clean-Up Services**

All material submitted in accordance with this RFP becomes the property of the City and will not be returned.

Proposal Submittal Deadline - Tuesday, May 30, 2023 by 5:00 PM

Evaluation Criteria

The City reserves the right to conduct independent reviews and interview firms submitting proposals prior to making any selection. If your firm is selected to participate in an oral interview, you will be notified the week prior to the scheduled interview. The City will NOT be liable for any costs associated with your firm preparing its response to this RFP.

No Proposer will be allowed to modify the content of proposal at any time after the submission deadline, except in direct response to a request from the City for clarification or for an oral interview, provided that no such modification will result in a substantive amendment to the proposal. The City reserves the right to reject any or all proposals received as a result of this request and at its discretion waive any informality, technical defect or clerical error in any proposal.

V. ACCEPTANCE OR REJECTION OF PROPOSAL

The City reserves the right to accept or reject any and all proposals. The City also reserves the right to waive any informality or irregularity in any proposal. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The City shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The Department of Public Works will make a recommendation to the City Manager or City Council, as applicable, regarding the selection of Contractor based upon an evaluation of the proposals. The City reserves the right to negotiate project deliverables and associated costs.

VI. ADDENDA AND INTERPRETATION

The City shall not be responsible for nor be bound by any oral instructions or interpretations or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, you may request clarification in writing or by email to:

Ms. Kirstin van Gend, MPA
City of Seaside – Engineering Division
440 Harcourt Avenue
Seaside, CA 93955
Email: Kvangend@ci.seaside.ca.us

Any other contact with City personnel related to this RFP, prior to the formal appointment of the contractor, is prohibited. Any City response to a request for clarification will be made in the form of an addendum to this RFP and posted on the city's website <https://www.ci.seaside.ca.us/Bids.aspx>. All addenda shall become part of this RFP. Proposals shall contain all addenda signed and dated by the Proposer.

VII. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

The recommended Proposer shall enter into contract negotiations with the City in substantial conformity with the selected proposal and the form of the City's Professional Services Agreement (Attachment B).

VIII. INSURANCE REQUIREMENTS

The selected Contractor, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain at least all of the insurance requirements outlined in Exhibit C to the City's Professional Services Agreement (Attachment B).

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City of Seaside as to form and content. The selected Contractor agrees to provide the City with a copy of said policies, certificates and/or endorsements on the requested forms. The selected Contractor shall satisfy these insurance requirements prior to approval of the Agreement. Please address any issues with respect to insurance requirements in your response in Section II, above.

IX. EXAMINATION OF PROPOSED MATERIAL

The submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that they have read and understood the RFP. No request for modification of the statement shall be considered after its submission on grounds that the Proposer was not fully informed as to any facts or condition.

X. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFP become the exclusive property of the City. At such time as the Public Works Department recommends a Proposer to the City Manager or City Council, as applicable, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Seaside may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City will provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

XI. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- A. Evidence of collusion, directly or indirectly, by Proposer in regard to the amount, terms, or conditions of this proposal;

- B. Any attempt to improperly influence any member of the selection staff;
- C. Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;
- D. Evidence of incorrect information submitted as part of the proposal;
- E. Evidence of Proposer's inability to successfully complete the responsibilities and obligations of the proposal; and
- F. Proposer's default under any agreement that results in termination of the Agreement.

XII. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of form or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

XIII. PROHIBITION OF GIFTS

City of Seaside officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms, or corporations either engaged in business with the City, or proposing to do business with the City. The offering of any illegal gift shall be grounds to disqualify a Proposer. To avoid even the appearance of impropriety, Proposer should not offer any gifts or souvenirs, even of minimal value, to City officers or employees. The Proposer shall be subject to the City's prohibition.

XIV. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

The successful Proposer shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of Seaside contracts.

XV. ADDITIONAL TERMS AND CONDITIONS

- A. It is anticipated that the award of the Agreement resulting from the RFP shall include terms and conditions similar to those referenced in the City's Standard Consultant Agreement (Attachment B). Exceptions proposed by the Proposer, if any, to the terms and conditions included in the City's Standard Consultant Agreement should be included in the proposal.

The City reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a proposal.

- B. This RFP does not commit the City to pay any costs incurred in the submission of the proposal or in making any necessary studies or analysis in preparation of submission of the proposal.
- C. The City reserves the right without limitation to:
 - 1. Execute an agreement with one or more Proposers based solely on the proposal and any approved additions;
 - 2. Enter into an agreement with another Proposer in the event that the originally selected Proposer defaults or fails to execute an agreement with the City;
 - 3. Enter into negotiations with one or more Proposers;
 - 4. Modify and re-issue the RFP;
 - 5. Take action regarding the RFP as may deemed to be in the best interest of the City.
- D. The City reserves the right to verify any information provided during the RFP process. The City may contact references listed or any other person known to have contracted with Proposer.
- E. An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

XVI. ATTACHMENTS

- A. Guidelines for Property Identification
- B. City's Standard Consultant Agreement

Attachment A

Guidelines for Property Identification

1. Unless an item is obvious trash or poses an immediate threat to public health or safety it should be retained for storage as potential personal property. Items that are arranged in a manner that suggests ownership (e.g.: items that are neatly folded or stacked, stored off the ground, hung or clearly on display or packed in bag or box) should be retained for storage.
2. If there is any uncertainty regarding whether an item should be thrown away or stored, it should be stored. City staff should be consulted as needed.
3. Examples of items to take to storage: The following are examples of items that are considered personal property and will be stored:
 - ID/Social Security cards
 - Birth Certificates
 - Medications
 - Tents
 - Stove or barbeque grill
 - Pots, pans, and cooking utensils
 - Packaged non-perishable foods
 - Sleeping bag, blanket
 - Clothing
 - Backpack or other bag
 - Handheld tools
 - Tents
 - Radios & Electronics
 - Photos/Photo Albums
 - Tax/medical records
 - Intact Bicycles
 - Jewelry
 - Purses/backpacks/briefcases
 - Eyeglasses
 - Books
 - Tools
 - Generators

City of Seaside
Request for Proposal to Provide Professional Services for
On-Call Property Clean-Up Services

4. Items that are trash or pose a threat to public health or safety and will not be stored. The following are examples of conditions that will cause an item (including those examples listed above) to be immediately disposed of:
 - Soiled or moldy items including items that smell, are stained with urine, bodily waste, or mud, or are infested with fleas, bed bugs, rats or other vectors
 - Loose or scattered papers
 - Wet or damp clothing, bedding, or sleeping bags
 - Perishable food or personal products that will spoil or rot in storage
 - Bike carcasses
 - Shopping carts
 - Broken or disassembled items or those stripped of parts
 - Contaminated: items used for hygiene or that present a risk of biohazard (i.e. used toothbrushes, hairbrushes, washcloths, bandages, sponges, and underwear)
 - Hazardous or Explosive: items that could corrode or burn in storage (i.e. car batteries, gasoline cans, and propane tanks)
 - Weapons: weapons will be turned over to the SPD
 - Obvious Trash: Food/beverage wrappers, tissue/paper napkins, open household product containers
 - All medications and controlled substances will be turned over to the PD for storage



CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Nisha Patel, Public Works Director/City Engineer

DATE: July 6, 2023

SUBJECT: **ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT #3 TO INCREASE THE PROFESSIONAL SERVICES CONTRACT BY AN AMOUNT NOT TO EXCEED \$100,000.00 WITH KIMLEY-HORN TO PROVIDE ADDITIONAL CAMPUS TOWN PROJECT MANAGEMENT SERVICES FOR A CUMULATIVE CONTRACT AMOUNT NOT TO EXCEED \$555,200.00 TO BE REIMBURSED BY DEVELOPER OR PAID FOR OUT OF THE FORT ORD REUSE AUTHORITY DEMOLITION BONDS**

RECOMMENDATION

Adopt resolution authorizing the City Manager to execute contract amendment #3 increasing the amount of the contract by \$100,000 to provide increased services for the Campus Town project.

BACKGROUND

Due to staff changes in the Economic Development and Community Planning Department, the City of Seaside has vacancies in key roles that provide project management and oversight of major functions for the Campus Town Development Project. In order to keep the Campus Town Project and other projects in the City moving forward, the City hired Kimley-Horn to provide project management and other services to the City. Kimley-Horn, in particular, who has a unique combination of skills, knowledge, and abilities that are directly aligned to the needs of the City of Seaside for the Campus Town Development project. **All fees and costs presented by this contract do not impact the General Fund, but instead are either reimbursed by the developer of Campus Town or paid for by the FORA demolition bonds.**

The City Manager executed an agreement with Kimley-Horn to provide project

management and development services support for Campus Town Development Project in the amount of \$24,900 on March 3, 2022. The contract was amended and extended in April 2022 to provide for a year of project management and other services for a year (April 2022-April 2023) at the rate of \$25,000.00 per month (or \$300,000). This amendment proposes to extend the contract through January 30, 2024 for ongoing project management services and allocates \$180,200.00 for subconsultant fees, for a total contract amount of \$455,200.00. Amendment #3 would allocate an additional \$100,000 for subconsultant fees for a contract total amount not to exceed \$555,200.00.

The City continues to need the services and requested another proposal from Kimley-Horn. The staff reviewed the proposal and determined the project scope and budget were reasonable.

With the new scope, Kimley-Horn may perform the following but not limited duties related to the Campus Town Development Project: Generally, those items are listed on Attachment 1 to the letter proposal of Kimley-Horn:

1. Project Management
 - a. Meeting Coordination
 - b. Project Schedule
 - c. Project correspondence and documentation
 - d. Retention of subconsultant, as needed and approved by the City.
2. Final Map
 - a. MMRP and COA General Conformance
 - b. Subdivision Improvement Agreement, draft in collaboration with the city for recommendation of approval
 - c. CFD (done)
 - d. Applicant Cost Estimate Review
 - e. Title Clean-up – assist and follow-up with In-House Counsel
 - f. License Agreement with Army – Assist staff in coordinating and documenting
 - g. Staff Report Preparation
3. Affordable Housing
 - a. Coordinate with the City in identifying compatible sites for off-site affordable housing
 - b. Planning Review and recommendation approval in collaboration with the City
 - c. Coordinate with MCWD on Water Allocation
 - d. Affordable Housing Agreement & Reporting Process
 - e. CEQA review for compliance
 - f. Staff Report Preparation
5. Building Permits for Phase IA (KB-Reimbursement, Project Specific)
 - a. Planning Review and General Conformance with underlying entitlements (Specific Plan, FEIR and

Associated Conditions) for City staff designee sign-off

- Site Plan/Plot Plan
- Architectural Plans and details
- Landscape Plans and details

b. Public Work Review for city staff designee sign-off

Relocation of Fire Station No.2

- Preparation and or review of Request for Proposal of environmental and design scope of services
- Coordination with consultants and City staff

FISCAL IMPACT

Strategic Plan: Yes. Campus Town is a priority project for the City for housing and economic development

Fiscal: No Impact to General Fund. All costs covered by Reimbursement Agreement with Developer or FORA Demolition Bonds

ATTACHMENTS

1. Resolution-Amendment #3 Kimley Horn
2. Exhibit A- PSA Amendment 3
3. Professional Services Agreement Amendment #2
4. Campus Town Scope of Services
5. Professional Services Agreement
6. Professional Services Agreement Amendment #1

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

**ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER EXECUTE
CONTRACT AMENDMENT #3 INCREASING THE PROFESSIONAL SERVICES
CONTRACT WITH KIMLEY-HORN BY AN AMOUNT NOT TO EXCEED
\$100,000.00 TO PROVIDE ADDITIONAL CAMPUS TOWN PROJECT
MANAGEMENT SERVICES FOR A CUMULATIVE CONTRACT AMOUNT NOT TO
EXCEED \$555,200.00**

WHEREAS, due to staff changes in the Economic Development and Community Development Department, the City of Seaside has vacancies in key roles that provide project management and oversight of major functions for the Campus Town Development; and

WHEREAS, the City has commenced with recruitment to fill multiple positions and hire a consultant on an interim basis to continue the City's progress on the Campus Town Project.

WHEREAS, Staff has identified one consultant, Kimley-Horn in particular that has the unique combination of skills, knowledge, and abilities that are directly aligned to the needs of the City of Seaside for the Campus Town Development project.

WHEREAS, on March 3, 2022, the City Manager approved a Professional Services Agreement with Kimley-Horn in the amount of \$24,900.00, to provide project management and development services support for the Campus Town Development Project; and

WHEREAS, on or about April 30, 2022, the City Manager approved Amendment #1 to the Professional Services Agreement with Kimley-horn to continue to provide project management and development services support for the Campus Town Development Project and related projects for a not to exceed amount of \$25,000.00 a month through and including April 30, 2023 for a total amount of \$300,000.00; and

WHEREAS, on or about January 30, 2023, the City increased the Professional Services Agreement to provide for subconsultant services and additional project management costs for a total amount not to exceed \$455,200.00.

WHEREAS, the subconsultant services are required to be increased by an

amount not to exceed \$100,000.00 increasing the total contract amount not to exceed \$555,200.00; and

WHEREAS, the costs of this contract increase will primarily be paid for through the FORA Bond proceeds for demolition activities on the former Fort Ord while the project management portions of the contract will be reimbursed by the Developer; and

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

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute Amendment #3 to the Professional Services Agreement with Kimley-Horn, in substantially the form as attached as Exhibit A, as such form may be finally reviewed and approved by the City Attorney, to continue to provide project management, subconsultant, and development services support for the Campus Town Development Project and related projects in the total amount of \$555,200.00 through January 30, 2024.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 6th day of July, 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

CONTRACT AMENDMENT #3
PROFESSIONAL SERVICES
City of Seaside

Date: June 29, 2023

Change Requested by: _X_ City/District ____ Consultant

Contract Date

03/03/2022

Project Name

Campus Town Project Management Services

To (Consultant): Kimley-Horn Associates, 1100 W. Town & Country Road, Suite 700, Orange, CA 92868

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 C, "Compensation"**

The City shall pay Consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit B, attached hereto, not to exceed twenty-five thousand dollars (\$ 25,000) per month starting February 1, 2023, through January 31, 2024, for services described Exhibit A and Subconsultant fee estimated at one-hundred eighty-thousand and two-hundred dollars (\$180,200) with an additional not to exceed \$100,000, for a total estimated fee of five hundred and fifty-five thousand and two-hundred dollars (\$555,200).

Original Contract Amount	Previous CCO1 Total (Not including this Amendment)	Previous CCO2 This Amendment (Not including this Amendment)	Revised Contract Amount
\$24,900	\$25,000/ month	\$25,000/ month \$180,200 totaling \$455,200	\$555,200
Amendment 1 Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
12 Months	April 30, 2023	9 months	January 31, 2024
SUBMITTED BY:			
	Nisha Patel Public Works Director/ City Engineer		
Signature	Name and Title	Date	
CITY APPROVAL BY:			
	Jaime N. Fontes City Manager		
Signature	Name and Title	Date	
CONSULTANT ACCEPTANCE BY:			
	Nikki Kerry Principal	01/29/2023	
Signature	Name and Title	Date	

CONTRACT AMENDMENT #2
PROFESSIONAL SERVICES
City of Seaside

Date: January 25, 2023

Change Requested by: X City/District Consultant

Contract Date

 03/03/2022

Project Name

 Campus Town Project Management Services

To (Consultant): Kimley-Horn Associates, 1100 W. Town & Country Road, Suite 700, Orange, CA 92868

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 C, “Compensation”**

The City shall pay Consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit B, attached hereto, not to exceed twenty-five thousand dollars (\$25,000) per month starting February 1, 2023, through January 31, 2024, for services described Exhibit A and Subconsultant fee estimated at one-hundred eighty-thousand and two-hundred dollars (\$180,200), for a total estimated fee of four-hundred and fifty-five-thousand and two-hundred dollars (\$455,200).

MODIFY the following text in **Section D, “Expenses”**

City will reimburse for professional services and expenses at cost upon submission of receipts. Expenses incurred specific to Campus Town efforts are considered in addition to Compensation and are passed through to the Campus Town Developer.

MODIFY the following text in **Section F, “Term”**

The term of this agreement shall commence on January 30, 2023, with contract beginning on February 1, 2023, and terminate January 31, 2024.

ADDITION the following text in **Sub-Section G of Section O, “Miscellaneous”**

By execution of this Agreement, Amendment or Task Order, Client understands Consultant will retain Subconsultant to provide the services described herein solely for the administrative convenience of the Client. Client acknowledges that Consultant will not: engage in the work with the Subconsultant; direct the work of the Subconsultant; or review the work product of Subconsultant, nor will the Consultant be held liable for the Subconsultant’s work in any way. See contract for balance of addition.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$24,900	\$25,000/ month	\$25,000/ month \$180,200	\$455,200
Amendment 1 Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
12 Months	April 30, 2023	9 months	January 31, 2024
SUBMITTED BY:			
	Nisha Patel Public Works Director/ City Engineer		
Signature	Name and Title	Date	
CITY APPROVAL BY:			
	Jaime N. Fontes City Manager		
Signature	Name and Title	Date	
CONSULTANT ACCEPTANCE BY:			
	Nikki Kerry Principal		
Signature	Name and Title	Date	

January 25, 2023

Submitted Electronically

Ms. Nisha Patel
Public Works Director/ City Engineer
CITY OF SEASIDE
440 Harcourt Avenue
Seaside, CA 93955

RE: Campus Town – Project Contract Services Letter Agreement

Dear Ms. Patel:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to City of Seaside (“Client”) for providing project management and general civil, planning and landscape oversight for the processing of subdivision, improvement plans, building plans and associated agreements specific to the Campus Town Redevelopment Project (“Project”) and related project efforts, located on the Fort Ord Reuse Authority (FORA) property. This redevelopment project is understood to be undertaken by KB-Bakewell (“Applicant”) through separate agreement(s) previously negotiated and executed with the Client.

The scope of services can be generally described as follows:

SCOPE OF SERVICES

- a. Kimley-Horn and Associates, Inc. (Kimley-Horn) will provide as-needed consulting services to the Client for general development services support specific to the Project and related project efforts, which can consist of: strategic planning, entitlement, State policy, CEQA and permitting guidance, review work products prepared by Client or Client’s Consultant Team (contracted separately), help direct Client’s staff in deliverable preparation, communicate with the Agencies as appropriate, and attend in-person and virtual meetings as directed by Client. See Attachment 1, “Outline of Anticipated Work Effort.”
- b. To fulfill this role, Kimley-Horn will require a blend of Kimley-Horn staff consisting of administrative and other professional technical support staff typical of entitlement and land development project management functions. Where reasonably applicable both junior and senior staff will be employed to execute the tasks requested.
- c. Kimley-Horn consulting services will be provided by means of virtual video and tele-conference calls, email correspondence, occasional in-person meetings, such as City Council, Planning Commission or Milestone Meetings specifically directed by the Client. Consistent onsite Kimley-Horn staff is NOT anticipated for this effort. Travel time and related travel expenses for in-person meetings shall be reimbursed per the terms and conditions of this agreement.

- d. Kimley-Horn will rely upon Client's staff to provide all project financial and legal analysis and directives. This also includes preparation of review fees, development impact fees, transportation impact fees, etc. for the Project.
- e. It is understood that the Client will make all decisions related to the Project, agreements with and directives to the Applicant, as well as review and approve any efforts undertaken by Kimley-Horn on their behalf.
- f. The Applicant shall be responsible to furnish all Project design/construction documents and reports, as required by the Client, municipal code, state and federal jurisdiction, and development agreements. Kimley-Horn will rely upon the accuracy and completeness of all documents, surveys, reports, plans and specifications provided by the Client, Applicant or by others for whom the Consultant is not legally responsible. The Client acknowledges that verifying the accuracy and completeness of such items is not part of the Consultant's scope of services.
- g. Kimley-Horn shall not provide design services, direction, or construction documents for the Project, unless a separate specific Task Order agreement outlining the scope and fee for such services is issued.
- h. The rates provided in Attachment 2 are effective through June 2023. Subsequent rate increases will be reviewed in June of each year, starting June 2023. The actual rate increase will vary based on then current conditions.

FEE

Kimley-Horn will perform the Scope of Services described above "T&M Budget" on a labor fee plus expense basis, up to \$25,000 in labor fees per month ("base monthly labor fee"). Should Scope of Services fee exceed the set per month basis, Kimley-Horn will notify the Client and determine if requested services be moved to following month, or if necessary, receive authorization to exceed the base monthly fee for defined services and estimated fee. Labor fee will be billed on an hourly basis according to our then-current rates (enclosed). Services specific to Campus Town will be invoiced separately from general consultant services related project efforts under the responsibility of the city, per direction from City staff.

As related to these as-needed tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ADDITIONAL SERVICES IF REQUIRED

Should other distinct Kimley-Horn consulting services, such as preparation of civil drawings, landscape drawings, CEQA documents, marketing, etc., be requested then a separate proposal outlining these scopes of services will be prepared and presented to Client for approval. Such Additional Services, once approved by Client, will be contracted for under a separate individual Task Order.

SCHEDULE

The Client and Kimley-Horn shall mutually identify and agree on deliverable dates as reasonably applicable, with the expected time from to take through Phase IA of Campus town and into Subsequent Phases.

DELIVERABLES

Kimley-Horn will provide deliverables that coincide with the requested services, which can include entitlement summaries, environmental summaries, preliminary development schedules, checklists, reporting documents, etc. Deliverables will be confirmed with the Client prior to initiating.

ACCEPTED



CITY OF SEASIDE

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: Nikki Kerry, P.E. (CA 58449)

TITLE: _____

TITLE: Principal

DATE: _____

DATE: January 25, 2023

ATTACHMENTS:

1. Outline of Anticipated Work Effort
2. Kimley-Horn Rate Schedule

ATTACHMENT 1

Outline of Anticipated Work Effort

PROJECT SPECIFIC, PROJECT REIMBURSEMENT

1. Project Management

- a. Meeting Coordination
 - Scheduling
 - Meeting Notes
 - Follow-up Actions
- b. Project Schedule
 - In coordination with City staff and Applicant prepare Master schedule for Phase 1A
 - Provide bi-weekly updates
 - Monthly Report of Action that Occurred, Projected Actions for following Month and Critical Milestone Status
- c. Project correspondence and documentation
- d. Retention of subconsultant, as needed and approved by City.

2. Final Map

Map and improvement plans are assumed to be final and approved by staff.

- a. MMRP and COA General Conformance
- b. Subdivision Improvement Agreement, draft in collaboration with the city for recommendation of approval
- c. CFD (prepared by others) – assist in coordinating for city approval
- d. Applicant Cost Estimate Review
- e. Title Clean-up – assist and follow-up with In-House Counsel
- f. License Agreement with Army – Assist staff in coordinating and documenting
- g. Staff Report Preparation

3. Affordable Housing

- a. Coordinate with City in identifying compatible sites for off-site affordable housing
- b. Planning Review and recommendation approval in collaboration the City
- c. Coordinate with MCWD on Water Allocation
- d. Affordable Housing Agreement & Reporting Process
- e. CEQA review for compliance
- f. Staff Report Preparation

4. MCWD Coordination

- a. LAFCO Annexation
- b. Infrastructure Agreement

5. Building Permits for Phase 1A (KB-Reimbursement, Project Specific)

- a. Planning Review and General Conformance with underlying entitlements (Specific Plan, FEIR and Associated Conditions) for City staff designee sign-off
 - Site Plan/Plot Plan
 - Architectural Plans and details
 - Landscape Plans and details
- b. Public Work Review for city staff designee sign-off

- Finished Grading
- Infrastructure (supplemental, and in-tract)
- Landscape Improvements
- Encroachment
- c. Model Home Review
- d. Code Compliance Review
- e. Application Processing in collaboration with the City

RELATED PROJECT EFFORTS, CITY RESPONSIBILITY

6. Demolition

- a. Permitting oversight and coordination of city activities
- b. License Agreement, draft for in-house council
- c. Staff support as needed

7. CFD

- a. Coordination with CFD consultants.
- b. Staff report preparation
- c. Staff support as needed

8. Public Easements

- a. Coordination with Public Works on review and approval
- b. Coordination with the Applicant and their consultant team

ATTACHMENT 2**Kimley-Horn Rate Schedule****Hourly Labor Rate Schedule**

Classification	<i>Rate</i>
Analyst I	\$120 - \$165
Analyst II	\$145 - \$210
Professional	\$200 - \$240
Senior Professional I	\$230 - \$285
Senior Professional II	\$315 - \$375
Senior Technical Support	\$100 - \$235
Technical Support	\$95 - \$155
Support Staff	\$80 - \$140

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up.

Sub-Consultants will be billed per the Contract



**CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT
Campus Town Project Management Services**

This agreement is made by and between the City of Seaside (City), and Kimley-Horn Associates, Inc. (Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide (DESCRIBE SERVICES TO BE PROVIDED) as described in Exhibit A, attached hereto and, hereinafter referred to as "the Project."
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit B, attached hereto, not to exceed twenty-four thousand and nine-hundred dollars (\$24,900).
- D. Expense Reimbursement: City will reimburse for professional services and expenses at cost upon submission of receipts.
- E. Method of Payment: The City shall pay within 30 days in accordance with Consultant's Fee Schedule, attached hereto, upon receipt of a written invoice from Consultant detailing services rendered.
- F. Term: The term of this agreement shall commence on February 28, 2022 and terminate April 30, 2022.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. Indemnity: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees and affiliates ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, to the extent caused by the negligent or wrongful act, error or omission of Consultant, its officers, affiliates, employees or subconsultants (or any individual that

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

- I. **Duty to Defend:** Consultant's duty to defend shall consist of reimbursement of defense costs incurred by Agency in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the Agency.
- J. **Insurance:** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as follows;

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

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

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

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

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

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

L. Ownership of Work Product:

- a. Ownership of all imagery, reports, data, studies, surveys, charts, memoranda, and any other documents which are developed, compiled, or produced as a result of this agreement, whether or not completed, shall vest with the City.
- b. Materials developed under this agreement are the property of the City and may be used by the City as it sees fit, including the right to distribute, review or publish the same without limitation.
- c. The City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, computer files and other documents for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.
- d. Any modifications made by City to any of the Contractor's documents, or any use, partial use or reuse of the documents, for purposes other than identified in this Agreement, without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Contractor, and the City shall indemnify, defend and hold the Contractor harmless from all claims, damages, losses and expenses, including but not limited to attorney's fees, resulting therefrom.

M. Assignment

- a. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, Ms. Cobb and Mr. Sekeroglu shall perform the services described in this Agreement.
- b. Ms. Cobb and Mr. Sekeroglu may use assistants under his/her supervision to perform services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of the project manager from Consultant's employ. Should he/she leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this

Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Engineer and the Consultant.

N. Conflict of Interest

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

O. Miscellaneous:

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

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

Approved

Dated: February 25, 2022

Consultant: Kimley-Horn Associates



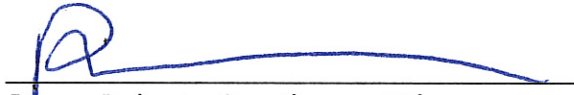
By: Nikki Kerry, P.E. (CA 58449)

Title: Principal

1100 W. Town & Country Road, Suite 700,
Orange, CA 92868

Dated: 3/3/, 2022

City of Seaside:



By: Roberta Greathouse Title:

City Manager

Attachments:

Exhibit A
Exhibit B

Scope of Work
Standard Billing Rates

Exhibit A

Scope of Work

For this immediate effort, Kimley-Horn Associates, Inc. (KH) will provide consulting services to assess the required work effort to create a project approach and confirm required processing, permits, and agreements. Based on the understanding of required work effort, we will develop a schedule for the implementation and execution of the Campus Town Development Project. Our team will coordinate with all water and wastewater agencies, including California American Water, Monterey Peninsula Water Management District, and Monterey County Pollution Control Agency to create the most effective work plan. This effort assumes up to 60 hours over two months to develop a strategic work plan in matrix format and schedule from kick-off through implementation.

Exhibit B
Standard Billing Rates

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst	\$135 - \$185
Professional	\$180 - \$235
Senior Professional I	\$230 - \$310
Senior Professional II	\$300 - \$330
Senior Technical Support	\$140 - \$210
Support Staff	\$105 - \$125
Technical Support	\$110 - \$150

Effective through June 30, 2022

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

Date: April 11, 2022

Change Requested by: X City/District Consultant

Contract Date

Project Name

03/03/2022

Campus Town Project Management Services

To (Consultant): Kimley-Horn Associates, 1100 W. Town & Country Road, Suite 700, Orange, CA 92868

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 F, "Term"**

This agreement shall commence on the effective date above and shall remain and continue in effect until tasks described herein are completed, but in no event later than April 30, 2023 unless sooner terminated pursuant to the provisions of this agreement.

MODIFY the following text in **Section A, "Engagement"**

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

MODIFY the following text in **Section C, "Compensation"**

The City shall pay the consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit B, attached hereto, not to exceed twenty-four thousand and nine hundred dollars (\$24,900) with an additional not to exceed \$25,000 a month starting after April 30, 2022 for up to one year.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$24,900	\$0.00	\$25,000/ month	\$24,900 plus \$25,000/month
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
12 Months	April, 30, 2022	48	April, 30, 2023

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

SUBMITTED BY:		
	for Trevin Barber Assistant CM/Econ.Dev/Comm. Dev.	4-12-22
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Roberta Greathouse Acting City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Nikki Kerry Principal	04.12.2022
Signature	Name and Title	Date



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

DATE: July 6, 2023

SUBJECT: ADOPT A RESOLUTION CLARIFYING REGULATIONS RELATED TO THE ALLOCATION OF WATER FOR ACCESSORY DWELLING UNITS

RECOMMENDATION

Adopt a Resolution clarifying that previously adopted regulations for Accessory Dwelling Units apply within the Seaside Municipal Water District service area.

BACKGROUND

Water is a scarce resource in the City of Seaside and its surrounding area. In 1995 the City of Seaside created a Water Allocation Program to manage the City's limited supplies of water. This Water Allocation Program allocates water to categories of land use development in order to ensure that the remaining water supplies are used to support development that will have the greatest community impact. Allocation of water to individual projects is overseen by the Monterey Peninsula Water Management District (MPWMD). For residential projects, the MPWMD calculates water demand based upon the number of fixture units (ie toilets, sinks, bathtubs, etc) determined through formulas developed by the District.

In November 2020, in order to address the critical need for more housing in the City, the City Council passed a series of four Resolutions intended to facilitate the development of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) within the City of Seaside by allocating five acre-feet of water from the City's Water Allocation Program and establishing the conditions under which that water could be provided to a particular project. The City established a purchase price of \$2,500 per fixture unit (which would be waived if the unit was dedicated as an affordable unit), as well as a maximum of 6.8 fixture units per ADU or JADU. Over 140 ADUs have either been constructed or are in the permitting process based on this water allocation.

The City is served by three different water service providers: California American Water Company (CAWC), a private entity; Seaside Municipal Water District (SMWD), which is operated by the City of Seaside; and the Marina Coast Water District (MCWD), a county water district. The attached map shows the service area boundaries for these providers. The City was recently informed by MPWMD that the water credits being tracked through the City's Water Allocation Program only applied to those properties located within the service area for CAWC. At the time of passage of the Resolutions referenced above, it had been the understanding of the City that the Water Allocation Program applied to both the CAWC and the SMWD service areas. As a result, the previously adopted Resolutions are unclear as to whether they apply only to projects within the CAWC service area or the SMWD service area as well.

The attached Resolution clarifies that the purchase price for water set forward in Resolution 20-99 as well as the limit of 6.8 fixture units per ADU or JADU applies to projects both within the CAWC and the SMWD. The previously allocated 5 acre-feet of water will apply only to those properties within the CAWC service area; properties within the SMWD would be able to obtain additional water credits for the construction of ADUs and JADUs if they are otherwise compliant with local and State Laws.

FISCAL IMPACT

No significant fiscal impact is associated with this Item.

ATTACHMENTS

1. Seaside Muni ADU City Council Resolution 2023-07-06
2. Seaside Water District Boundaries

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 CLARIFYING THE APPLICABILITY OF PREVIOUSLY ADOPTED RESOLUTIONS REGARDING THE ALLOCATION OF WATER FOR ACCESSORY DWELLING UNITS WITHIN THE SEASIDE MUNICIPAL WATER DISTRICT

WHEREAS, Accessory Dwelling Units ("ADUs") and Junior Accessory Dwelling Units (JADUs) are a critical form of infill development that can be affordable and offer important housing choices for property owners; and

WHEREAS, affordable housing is a priority in the city and ADUs provide housing opportunities for low income and very low income renters; and

WHEREAS, individual sites in the City of Seaside are served by either California American Water Company ("CAWC"), the Seaside Municipal Water District ("SMWD"), or the Marina Coast Water District ("MCWD"); and

WHEREAS, on November 19, 2020, the Seaside City Council adopted Resolution 20-99 setting a purchase price of \$2,500 per fixture unit based upon the most recently available charges assessed by neighboring cities; and

WHEREAS, also on November 19, 2020, the Seaside City Council adopted Resolution 20-100 allocating 5 acre-feet of water to its Residential Accessory Dwelling Unit Program and adopted Resolution 20-101 to provide an updated water allocation table; and

WHEREAS, also on November 19, 2020, the Seaside City Council adopted Resolution 20-102 specifying that the maximum water allocation for an ADU or JADU was 6.8 fixture units; and

WHEREAS, the City has been notified by the Monterey Peninsula Water Management District ("MPWMD") that the 5 acre-feet of water previously allocated was applicable only to the CAWC service area, and that it was not necessary to allocate water within the SMWD service area to allow for the development of ADUs.

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

- a) The purchase price for fixture units as defined in Resolution 20-99 shall be applicable to all net new fixture units for ADUs and JADUs within both the CAWC and SMWD service areas; and
- b) New fixtures located within SMWD or MCWD shall not be credited against the five acre feet of water allocated by the City Council in Resolution 20-100; and
- c) The maximum number of fixture units in any new ADU or JADU within the CAWC or SMWD service areas shall be 6.8 fixture units.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 6th day of July, 2023, by the following vote:

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

APPROVED:

ATTEST:

Ian N. Oglesby, Mayor
City of Seaside

Dominique Davis, City Clerk

Monterey Peninsula Water Districts



Source: City of Seaside GIS 2006



CITY OF SEASIDE STAFF REPORT

Item No.: 8.N.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Mary Gutierrez, Fire Chief

DATE: July 6, 2023

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE MAYORS OF SEASIDE AND OAXACA DE JUAREZ MEXICO TO ENTER INTO AN AGREEMENT TO APPROVE THE CITY OF SEASIDE DONATION OF SURPLUS SEASIDE FIRE AND POLICE EQUIPMENT TO OAXACA DE JUAREZ FIRE DEPARTMENT, AND HAVE A MUTUAL EXCHANGE OF TRAINING

RECOMMENDATION

Adopt a Resolution to enter into an agreement with Oaxaca De Juarez Mexico to donate surplus fire and police equipment to them.

BACKGROUND

On September 18, 2022 the City of Seaside and the Municipality of Oaxaca de Juarez became sister cities and executed an agreement ("Sister City Agreement"), committing to reach future agreements and cooperate on projects that include, but are not limited to, institutional development and exchange of goods and services. The fire departments of the City of Seaside and the Municipality of Oaxaca de Juarez would like to develop opportunities for a mutual exchange of training and education in multiple fire department disciplines to include, incident command, structural firefighting, wildland firefighting, hazardous materials incident training, drone deployment, auto extrication, volunteer firefighter mentoring and training, and public education programs. In addition, the City of Seaside's public safety departments would like to donate surplus equipment to the Municipality of Oaxaca de Juarez to assist in the delivery of services to the community they serve. Further, this Agreement would authorize, as the Sister City's respective budgets allow, for the exchange of firefighter personnel to travel to Oaxaca and to Seaside for ongoing collaborative educational opportunities. This Agreement is intended to be an implementing Programmatic agreement to that Sister City Agreement.

Subject to the terms and conditions of this Agreement, Donor transfers all rights, title and ownership of the following equipment from the Seaside Fire Department Equipment Donation:

- 16 - Turnout coats (Structural Protection)
- 16 - Turnout Pants (Structural Protection)
- 4 – GX 160 Honda Blowers (For Structural Firefighting Smoke Removal)
- 1 – Stihl Rotary Saw (For Ventilation or Extrication)
- 2 – GX 100 Honda Amkus Power Units (Power Unit for Rescue Tool)
- 1 – Amkus Rescue Combi -Tool (For Vehicle Auto Extrication)

Subject to the terms and conditions of this Agreement, Donor transfers all rights, title and ownership of the following equipment from the Seaside Police Department Surplus Equipment Donation:

- 31 - Kenwood handheld radios with base chargers
- 25 - Harris handheld radios with base chargers

FISCAL IMPACT

No Fiscal Impact

ATTACHMENTS

1. Oaxaca Equipment Donation Agreement 2023
2. Resolution Donation of Fire and Police Equipment to Oaxaca.6-29 Final

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

SURPLUS EQUIPMENT DONATION AGREEMENT

This Equipment Donation Agreement (the “Agreement”) is made by and between THE CITY OF SEASIDE (“Donor”) and MUNICIPALITY OF OAXACA DE JUAREZ (“Oaxaca”).

1. **Background.** On September 18, 2022 the City of Seaside and the Municipality of Oaxaca de Juarez became sister cities and executed an agreement (“Sister City Agreement”), committing to reach future agreements and cooperate on projects that include, but are not limited to, institutional development and exchange of goods and services. The fire departments of the City of Seaside and the Municipality of Oaxaca de Juarez would like to develop opportunities for a mutual exchange of training and education in multiple fire department disciplines to include, incident command, structural firefighting, wildland firefighting, hazardous materials incident training, drone deployment, auto extrication, volunteer firefighter mentoring and training, and public education programs. In addition, the City of Seaside’s public safety departments would like to donate surplus equipment to the Municipality of Oaxaca de Juarez to assist in the delivery of services to the community they serve. Further, this Agreement would authorize, as the Sister City’s respective budgets allow, for the exchange of firefighter personnel to travel to Oaxaca and to Seaside for ongoing collaborative educational opportunities. This Agreement is intended to be an implementing Programmatic agreement to that Sister City Agreement.
2. **The Equipment.** Subject to the terms and conditions of this Agreement, Donor transfers all rights, title and ownership of the equipment described in the attached **Schedule - A** (Fire and Police Surplus Equipment”) to the Municipality of Oaxaca De Juarez for their professional use. Title to the Equipment will vest in Oaxaca upon the Equipment’s arrival in Oaxaca. Promptly upon receipt of Equipment by Oaxaca De Juarez, Donor will provide any documents necessary to record the transfer of title in the Equipment. The transfer does not include or convey any license, title, or other rights in any patents, trademarks, copyrights, knowledge or other intellectual property of any kind.
3. **No Payment.** Donor and Oaxaca De Juarez agree that each party’s performance of this Agreement constitutes full consideration and that Oaxaca is not obligated to pay for the Equipment.
4. **Use of Equipment.** Oaxaca may use the Equipment for any purpose it deems appropriate and there is no expectation of reversion of the Equipment to Donor under any circumstances whatsoever.
5. **Transportation of Equipment.** Donor shall work with recipient regarding delivery method of donated equipment to Oaxaca De Juarez.

6. **Warranties.** Donor warrants that:
- a. The Equipment has no known dangerous defects; and,
 - b. There are no claims, judgments, liens or other encumbrances of any kind whatsoever against or upon title to the Equipment; and,
 - c. No customs laws, tax laws or other laws or regulations applicable to the Equipment or its export or import, have been broken.
7. **Entire Agreement:** This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions, or deletions to this Agreement shall be in writing and executed by the authorized representatives of both parties.
8. **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of California, and the exclusive venue for any legal proceedings arising from or incident to this Agreement shall be the state courts sitting in Monterey County, California.

**For the Municipality of Oaxaca De Juarez
Of the State of Oaxaca of the United Mexican States**

**For the City of Seaside of the State of California
Of the United States of America**

Name: Oswaldo Garcia Jarquin
Title: Mayor
Date:

Name: Ian N. Oglesby
Title: Mayor
Date:

Approved as to Form:

Name: Sheri L. Damon
Title: City Attorney
Date:

Name: Dominique L. Davis
Title: City Clerk
Date:

Schedule “A” – 2023 Fire and Police Surplus Equipment Donation

Seaside Fire Department Equipment Donation

- 16 - Turnout coats (Structural Protection)
- 16 - Turnout Pants (Structural Protection)
- 4 – GX 160 Honda Blowers (For Structural Firefighting Smoke Removal)
- 1 – Stihl Rotary Saw (For Ventilation or Extrication)
- 2 – GX 100 Honda Amkus Power Units (Power Unit for Rescue Tool)
- 1 – Amkus Rescue Combi -Tool (For Vehicle Auto Extrication)

Seaside Police Department Surplus Equipment Donation

- 31 - Kenwood handheld radios with base chargers
- 25 - Harris handheld radios with base chargers

RESOLUTION NO. 23-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE AUTHORIZING THE DONATION OF FIRE AND POLICE DEPARTMENT SURPLUS EQUIPMENT TO THE MUNICIPALITY OF OAXACA DE JUAREZ

WHEREAS, On September 18, 2022 the City of Seaside and the Municipality of Oaxaca de Juarez became sister cities and executed a Sister City Agreement; and

WHEREAS, both cities are committed to reach future agreements and cooperate on projects that include, but are not limited to, institutional development, training and exchange of good and services; and

WHEREAS, the fire departments of the City of Seaside and the Municipality of Oaxaca de Juarez would like to develop opportunities for a mutual exchange of training and education in incident management, firefighting tactics and strategy, drone deployment, auto extrication, hazardous materials mitigation, volunteer firefighter mentoring and training and public education programs; and

WHEREAS, the City of Seaside Fire and Police Departments would like to make donation(s) of surplus fire and police equipment to the Municipality of Oaxaca de Juarez to assist in the delivery of services to the community they serve; and

WHEREAS, the Agreement would authorize for the exchange of firefighter personnel to travel to Oaxaca and to Seaside for ongoing collaborative educational opportunities; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside do hereby direct the City of Seaside City Manager to execute on behalf of the City Council, a fire and police department surplus equipment donation agreement, in a form substantially as attached Exhibit A as finally approved by the City Attorney, to the municipality of Oaxaca De Juarez.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 6th day of July, 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



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: July 6, 2023

SUBJECT: ADOPT A RESOLUTION APPROVING THE NORTH FREMONT STREET SIDEWALK GAP CLOSURE PROJECT MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM

RECOMMENDATION

Adopt the resolution approving the North Fremont Street Sidewalk Gap Closure Project Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

BACKGROUND

The City of Monterey's City Council approved funding to design and prepare the environmental document for the North Fremont Gap Closure project on June 20, 2017, as part of their 2017/18 Neighborhood Improvement Program for \$300,000. The City of Monterey's Neighborhood and Community Improvement Program (NCIP) committee re-scoped the project on April 4, 2019. On May 7, 2019, The City of Monterey's City Council approved Resolution 19-057 for NCIP project number 37n1950 for the North Fremont Bike and Pedestrian Improvement from Cassanova to Canyon Del Rey (North Side) (CW--7) Project. As such, the project was added to the City of Monterey's work program, where it became a Public Works and Engineering project and the Community Development Department initiated environmental review. After the City of Monterey received community and Transportation Agency for Monterey County (TAMC) feedback, the design and environmental efforts were further supplemented with \$81,344.70 of Measure X (TAMC's 2016 Transportation Safety and Investment Plan ballot measure) funds to revise the project scope, which included widening the bridge and modifying the foundation of the proposed structure.

The project includes four milestones:

1. Preparation of construction drawings
2. Environmental Review
3. Permitting
4. Construction

The City of Monterey's Public Works Department has substantially completed construction drawings. In this action, staff requests the City Council consider adopting the environmental document, which is the second milestone. Further milestones include obtaining project permits and construction.

Previous Project History

There is currently a gap in the existing sidewalk along the north side of North Fremont Street, between Cassanova Avenue and Canyon Del Rey Boulevard (California State Route 218). The gap prevents continuous pedestrian movement in this location, where pedestrians must either cross North Fremont Street to use the sidewalk, use the travel lane, or negotiate an uneven dirt path beyond the safety guardrail. The purpose of the project is to connect/complete the sidewalk and improve safety by providing a pathway for pedestrian and cyclist connectivity along the north side of North Fremont Street with a Class I multi-use trail.

The gap closure project was previously included as part of the North Fremont Bicycle and Pedestrian Access and Safety Improvements Project, Federal Aid Project No. ATPL-5086 (034), which included improvements on North Fremont Street between Casa Verde Way and Canyon Del Rey Boulevard. The previous project included the design of a wall retaining across a small intermittent creek adjacent to the westbound lanes of North Fremont Street. The original wall design was proposed to be a cantilevered retaining wall founded on cast-in-drilled-hole (CIDH) piles and located very close to, and possibly encroaching into, an Environmentally Sensitive Habitat Area (ESHA).

Because the contractor bids were received for the construction of the wall under the previous project, the City of Monterey opted to postpone awarding a construction contract for the segment between Casanove Avenue and Canyon Del Rey Boulevard in order to study other design alternatives. As a separate project, The City of Monterey studied the feasibility and comparative merits of the original retaining wall design and an alternative design using a pre-fabricated truss span. After reviewing both options and assessing cost and environmental issues, the City chose to pursue the truss span design.

Project Description

The proposed project consists of a prefabricated steel truss bridge with concrete abutments at either end. Construction for the Project would begin with excavating to the bottom abutment footing/pile cap elevation. If in design, CIDH piles are determined

to be needed, then a similar CIDH pile construction sequence as described above, would need to take place. Rebar placement for the abutment components, pouring concrete, and allowing it to cure would then take place, proceeded by backfilling operations. Simultaneously, while all the on-site work is being done, the steel truss bridge can be fabricated. The steel truss bridge would be prefabricated off-site and shipped in two or three segments to the site to be assembled and erected into place. To complete bridge construction, the walkway deck would need to be installed. The walkway deck would be designed with a steel grate to allow water and natural light to pass through. The structure will consist of painted (black) steel, and low-profile lighting is proposed for safety.

The truss would span 130 feet, connecting to improved Class I trail approaches at both ends. Curbs and gutters would be replaced along a portion of the road frontage, and two oak trees would require removal. The resulting project, approximately 500 feet in total length, would connect Cassanova Avenue to Laguna Grande Park and Canyon Del Rey Boulevard. All would be done outside of the riparian/ESHA limits. Periodic maintenance would be required for the bridge structure. Vegetation would need to be controlled and topped so that it does not overgrow and impact the bridge from below. In addition, occasional repainting of the bridge would be necessary to prolong its lifespan.

Analysis

Unless exempted, CEQA requires environmental review of discretionary projects proposed to be carried out or approved by public agencies. (Public Resources Code section 21080.) If a proposed activity is a project and is not exempt from CEQA, the City ordinarily must prepare an "initial study" to determine whether the project will have significant effect on the environment. (City Attorneys' Dep't., League of Cal. Cities, The Municipal Law Handbook (Cont. Ed. Bar 2022 §11.26) When the initial study identifies potentially significant impacts, but the revisions made to the project before public review of the negative declaration clearly reduces impacts to a level of insignificance, a mitigated negative declaration is prepared.

The Initial Study/Mitigated Negative Declaration (ISMND) identifies significant impacts to biological resources, cultural resources, noise, tribal cultural resources, and mandatory findings of significance. The mitigation measures listed in (Exhibit B) are proposed to reduce the impact to less than significant.

Alternatives to Consider

The City Council could decide not to adopt the mitigated negative declaration. The City Council could conclude that the mitigation measure in a mitigated negative declaration is infeasible or otherwise undesirable. The Council may adopt a substitute measure of equal or greater efficacy without recirculating the document if the substitution is considered at a public meeting and the City Council makes a written finding that the measure is of equal or greater efficacy and will not itself cause any potential significant effect on the environment.

FISCAL IMPACT

The City of Monterey Neighborhood and Community Improvement Program (NCIP) Committee awarded \$300,000 to prepare the construction drawings and environmental documents for the North Fremont Street Sidewalk Gap Closure Project. The project was further supplemented with \$81,334.70 of Measure X funds. Project permits and construction are not yet funded. However, the certification of the environmental document will help the project become closer to being "shovel-ready", so it will most likely rank higher for future grant applications.

ATTACHMENTS

1. EIS Exhibit A
 2. Mitigation and Monitoring Exhibit B
 3. Pictures Exhibit C
 4. Resolution COM MND
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

North Fremont Street Casanova to Canyon Del Rey Sidewalk Gap Closure Environmental Initial Study

Prepared for:
City of Monterey



Public Review Draft

December 2022

Prepared by:

Kimley»Horn

Table of Contents

1.0	Introduction & Purpose	1
1.1	Purpose and Scope of the Initial Study	1
1.2	Summary of Findings.....	1
1.3	Initial Study Public Review and Outreach Process.....	1
1.4	Report Organization.....	2
2.0	Description of Proposed Project	3
2.1	Project Background, Location, and Setting.....	3
	Location.....	3
	Background and Purpose	3
	Site Conditions and Setting	3
	Project Characteristics	4
3.0	Initial Study Checklist	6
3.1	Project Information.....	6
4.0	Environmental Analysis.....	9
4.1	Aesthetics.....	9
4.2	Agriculture and Forestry Resources.....	11
4.3	Air Quality	13
4.4	Biological Resources.....	17
4.5	Cultural Resources	21
4.6	Energy	23
4.7	Geology and Soils.....	25
4.8	Greenhouse Gas Emissions	28
4.9	Hazards and Hazardous Materials	30
4.10	Hydrology and Water Quality	33
4.11	Land Use and Planning.....	36
4.12	Mineral Resources	38
4.13	Noise	39
4.14	Population and Housing.....	42
4.15	Public Services.....	43
4.16	Recreation.....	45
4.17	Transportation	46
4.18	Tribal Cultural Resources	48

4.19	Utilities and Service Systems	50
4.20	Wildfire.....	52
4.21	Mandatory Findings of Significance	54
5.0	Report Preparers.....	56
6.0	References	57

List of Tables

Table 1: Project Construction Emissions.....	14
--	----

List of Figures

Note: All figures are at the end of the document.

Figure 1: Project Location

Figure 2: Site Plan

Figure 3: Surrounding Land Uses

Figure 4: Jurisdictional Boundaries

Figure 5: Truss Bridge Concept

Figure 6: Site Photographs

Figure 7: Truss Bridge Rendering

Figure 8: Vegetation Communities

Figure 9: Tree Removal

Appendices

Appendix A: CalEEMod Air Quality and Greenhouse Gas Emissions Modeling

Appendix B: Biological Resources Memo

Appendix C: Cultural Resources Report

1.0 INTRODUCTION & PURPOSE

1.1 Purpose and Scope of the Initial Study

This Initial Study has been prepared to determine and identify the potential environmental effects of construction and operation of the North Fremont Street Sidewalk Gap Closure Project (“Project”) in the City of Monterey. This study has been prepared pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, Section 21000, et seq.).

As a bicycle/pedestrian facility designed to bridge an existing sidewalk gap and enhance bicycle and pedestrian connections at the boundary of the cities of Monterey and Seaside, the Project is expected to provide certain benefits in terms of non-motorized mobility and safety. As such, the scope of this Initial Study focuses on the physical environmental effects of constructing a short bridge structure adjacent to North Fremont Street on the edge of Laguna Grande Park. Primary issues studied are biology, cultural resources, and water quality; however, the Initial Study addresses all area of the standard checklist within CEQA Guidelines Appendix G.

The lead agency is the public agency with primary responsibility over a proposed project. Where two or more public agencies will be involved with a project, CEQA Guidelines Section 15051 provides criteria for identifying the lead agency. In accordance with CEQA Guidelines Section 15051(b) (1), “the lead agency will normally be the agency with general governmental powers, such as a city or county, rather than an agency with a single or limited purpose.” Based on the criteria above, the City of Monterey (City) is the lead agency for the proposed project.

The conclusions herein are based on CEQA standards, professional judgement, field review and available public documents. This Initial Study constitutes substantial evidence supporting the conclusion that preparation of an EIR is not required prior to approval of the project by the City and provides the required documentation under CEQA.

1.2 Summary of Findings

The project would have beneficial impacts, less than significant impacts, or no impacts in all analysis categories except as identified below. Beneficial impacts of the project include improved recreational opportunities, network connectivity, improved pedestrian safety, and opportunities for non-motorized transportation.

Environmental issues that could have effects requiring mitigation include biological resources (protection and avoidance of Environmentally Sensitive Habitat Area) and tribal and cultural resources (protection of inadvertently discovered resources).

1.3 Initial Study Public Review and Outreach Process

This Project has been previously addressed as part of the North Fremont Bicycle and Pedestrian Access and Safety Improvements project, Federal Aid Project No. ATPL-5086 (034), which included improvements on North Fremont Street between Casa Verde Way and Canyon Del Rey Boulevard. The City held multiple public information meetings about the North Fremont Bicycle and Pedestrian Access

and Safety Improvements project, including the sidewalk gap component, at North Fremont Business District meetings in June 2015, March 2016, August 2016, May 2017, and March 2019; Transportation Agency for Monterey County Bicycle & Pedestrian Committee meetings in November 2015 and March 2017; Casanova Oak Knoll Neighborhood Association meetings in October 2016 and June 2018; and a North Fremont Open House in May 2018. City staff and consultants have also provided project information to responsible agencies regarding the environmental review process.

The Initial Study will be available for public review for no less than 30 days: the period of public review will initiate on December 22, 2022, and comments will be received through January 23, 2023. At the close of public review, the City will consider public comments on the environmental document prior to making a decision on the Project.

1.4 Report Organization

This document has been organized into the following sections:

Section 1.0 – Introduction. This section provides an introduction and overview describing the conclusions of the Initial Study.

Section 2.0 – Project Description. This section identifies key project characteristics and includes a list of anticipated discretionary actions.

Section 3.0 – Initial Study Checklist. The Environmental Checklist Form provides an overview of the potential impacts that may or may not result from project implementation.

Section 4.0 – Environmental Evaluation. This section contains an analysis of environmental impacts identified in the environmental checklist.

Section 5.0 – Report Preparers.

Section 6.0 – Report References. This section identifies resources used to prepare the Initial Study.

2.0 DESCRIPTION OF PROPOSED PROJECT

2.1 Project Background, Location, and Setting

Location

The North Fremont Street Sidewalk Gap Closure Project (Project) is located in the cities of Monterey and Seaside, California, and crosses the boundary line of Monterey and Seaside. The project limits extend along the north edge of North Fremont Street between Canyon Del Rey Boulevard on the east and Casanova Avenue on the west. See **Figure 1**. The Project is located within the California Coastal Zone.

Background and Purpose

There is currently a gap in the existing sidewalk along the north side of North Fremont Street, between Casanova Avenue and Canyon Del Rey Boulevard (also known as California State Route CA-218). The gap prevents continuous and safe pedestrian movement in this location, where pedestrians must either cross North Fremont Street to use the sidewalk, use the travel lane, or negotiate an uneven dirt path beyond a metal guardrail. The purpose of the Project is to connect/complete the sidewalk and provide a safe pathway for pedestrian and cyclist connectivity along the north side of North Fremont Street with a Class I multi-use trail. See **Figure 2**.

The gap closure was previously addressed as part of the North Fremont Bicycle and Pedestrian Access and Safety Improvements project, Federal Aid Project No. ATPL-5086 (034), which included improvements on North Fremont Street between Casa Verde Way and Canyon Del Rey Boulevard. The previous project included the design of a wall retaining the proposed embankment for sidewalk continuation, across a small intermittent creek, adjacent to the westbound lanes of North Fremont Street. The original wall design was proposed to be a cantilevered retaining wall founded on cast-in-drilled-hole (CIDH) piles and located very close to – and possibly encroaching into – an Environmentally Sensitive Habitat Area (ESHA).

Because of the contractor bids received for the construction of the wall under the previous project, the City opted to postpone awarding construction for the segment between Casanova Avenue and Canyon Del Rey Boulevard in order to study other design alternatives. As a separate project, the City studied the feasibility and comparative merits of the original retaining wall design and an alternative design using a pre-fabricated truss span. After reviewing both options and assessing cost and environmental issues, the City chose to pursue the truss span design.

Site Conditions and Setting

North Fremont Street transitions from a four-lane street to a five-lane street at the intersection with Canyon Del Rey Boulevard. Southwest of the intersection, North Fremont has two

eastbound lanes and a left-turn lane separated by a raised median from the two westbound lanes. North Fremont Street traverses Canyon Del Rey (a northwest-southeast trending canyon), spanning over a partially culvertized intermittent creek. The creek located at the base of the canyon and flowing northwesterly towards Laguna Grande.

The site has limited sidewalk access for cyclists and pedestrians as the sidewalk extending from the west side of Canyon Del Rey Boulevard, along North Fremont Street, dead-ends approximately 160 feet southwest from the western corner of the North Fremont Street/Canyon Del Rey Boulevard intersection. Sidewalk and other improvements along the north side of North Fremont Street, extending from Casa Verde Way to approximately 30 feet northeast of the intersection with Casanova Avenue, have recently been completed as part of a previous project mentioned earlier. Current sidewalk discontinuity – the “gap” - is approximately 500 feet.

The existing project site on North Fremont Street between Casanova Avenue and Canyon Del Rey Boulevard consists of a sloped terrain with an approximate maximum elevation difference of 30 feet from the top of the roadway to the base of the canyon within the ESHA. As previously mentioned, the ESHA exists downslope Canyon Del Rey and downslope from North Fremont Street’s northern edge. North Fremont Street appears to have been built by bridging over an existing intermittent creek with a culvert, and filling Canyon Del Rey. Similarly, south of North Fremont Street, the canyon is thought to have been filled and the creek culvertized, to develop the land for what is now an existing Safeway retail center. A Pacific Gas & Electric (PG&E) power substation is located west of the canyon, with a driveway extending north from North Fremont Street. See **Figure 3**. Just east of the sidewalk gap, approximately 30 feet from the end of sidewalk is a bus stop made up of a concrete slab extending beyond the sidewalk and bus stop sign.

The Project is located where City of Monterey, City of Seaside, and Caltrans ROW interface. See **Figure 4**. The Project spans outside of City of Monterey ROW into City of Seaside ROW. In addition, the project affects parcel APN 013-142-005 owned by the City of Seaside within the City of Monterey. The Project will be located outside of Caltrans ROW.

Project Characteristics

The Project consists of a prefabricated steel truss bridge with concrete abutments at either end. See **Figure 5**. Construction for the Project would begin with excavating to the bottom of abutment footing/pile cap elevation. If in design, CIDH pile are determined to be needed, then a similar CIDH pile construction sequence as described above, would need to take place. Rebar placement for the abutment footing/pile cap, abutment stem, backwall, and wingwall would follow. Forming of abutment components, pouring concrete, and allowing it to cure would then take place, proceeded by backfilling operations. Simultaneously, while all the on-site work is being done, the steel truss bridge can be fabricated. The steel truss bridge would be prefabricated off-site and shipped in two or three segments to the site, to be assembled and erected into place. To complete bridge construction, the walkway deck would need to be installed. The walkway

deck would be a steel grate design to allow water and natural light to pass through. The structure will consist of painted (black) steel, and low-profile lighting is proposed for safety.

The truss would span 130 feet, connecting to improved Class I trail approaches at both ends. Curb and gutter would be replaced along a portion of the road frontage, and two oak trees would require removal. The resulting project, approximately 500 feet in total length, would connect Casanova Avenue to Laguna Grande Park and Canyon Del Rey Boulevard. All work would be performed outside of the riparian/ESHA limits.

Periodic maintenance would be required for the bridge structure. Vegetation would need to be controlled and topped so that it does not overgrow and impact the bridge from below. In addition, occasional repainting of the bridge would be necessary to prolong its lifespan.

3.0 INITIAL STUDY CHECKLIST

3.1 Project Information

1. Project title:

North Fremont Street Sidewalk Gap Closure Project

2. Lead agency name and address:

City of Monterey, 580 Pacific Street, Monterey, CA 93940

3. Contact person and phone number:

Fernanda Roveri, AICP, Principal Planner, (831) 646-3885

4. Project location:

East edge of north side of North Fremont Street, between Casanova Avenue and Canyon Del Rey Blvd (SR 218) Portions of APN 013-142-004; 013-142-005; 011-381-006; and public right of way in the cities of Monterey and Seaside

5. Project sponsor's name and address:

Same as above

6. General plan designation:

City of Monterey: Parks and Open Space; City of Seaside: Parks and Open Space

7. Zoning:

City of Monterey: Open Space (OS); City of Seaside: Open Space and Recreation (OSR)

8. Description of project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)

Construction of an approximately 130' prefabricated bicycle and pedestrian bridge to connect an existing gap in the sidewalk along North Fremont Street on the border of the City of Seaside and City of Monterey. The project involves limited ground disturbance and fill for the span's abutments, curb and gutter improvements, paved sidewalk/trail approaches on each side of the span, and removal of up to four existing oak trees.

9. Surrounding land uses and setting: Briefly describe the project's surroundings:

Active roadway (North Fremont Street), PG&E substation, Canyon Del Rey Boulevard; single family residence; Laguna Grande Park

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.)

City of Seaside

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

A notification of consultation opportunity was emailed on February 8, 2022, to all tribes listed by the Native American Heritage Commission as tribes that are traditionally and culturally affiliated with the geographic area of the Project. Three tribes responded with comments or requests for consultation, and resulting mitigation measures **MM 5**, **MM 6a-b**, and **MM 9** were included to address stated concerns. Consultations were initiated on February 8, 2022, and concluded on December 16, 2022. Additional information is contained within Section 4.5, Cultural Resources, and 4.18, Tribal Cultural Resources.

NOTE: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21080.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED: The environmental factors checked below would be potentially affected by this project and involve at least one impact that is a "Potentially Significant Impact" or a "Less Than Significant With Mitigation Incorporated," as indicated by the checklist on the following pages.

☐ Aesthetics

☐ Agriculture and Forestry
Resources

☐ Air Quality

☒ Biological Resources

☒ Cultural Resources

☐ Energy

☐ Geology & Soils

☐ Greenhouse Gas
Emissions

☐ Hazards & Hazardous
Materials

☐ Hydrology & Water
Quality

☐ Land Use & Planning

☐ Mineral Resources

☒ Noise

☐ Population & Housing

☐ Public Services

☐ Recreation

☐ Transportation

☒ Tribal Cultural
Resources

☐ Utilities & Service
Systems

☐ Wildfire

☒ Mandatory Findings of
Significance

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ✓ — I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

Date

Signature

Date

4.0 ENVIRONMENTAL ANALYSIS

4.1 Aesthetics

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?				X
a) Substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
b) Substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			X	
c) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	

a) Have a substantial adverse effect on a scenic vista?

No impact. The Project is located along a heavily traveled roadway (North Fremont Street) with no nearby scenic vistas. There are no elevated, publicly accessible vantage points toward the site that would be considered scenic vistas.

b) Substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?

Less than significant impact. North Fremont Street is not a state scenic highway, and there are no historic buildings or rock outcroppings on or adjacent to the immediate Project area. The only potentially scenic resource in the immediate vicinity of the Project are the trees and brush associated with the oak woodland and riparian habitat adjacent to North Fremont Street.

The construction of the truss bridge will require minor grading for abutments and will require the removal of up to four oak trees within the project alignment (see Section 4.4, Biology). The bridge will also span the existing Canyon Del Rey drainage channel, over a stand of riparian vegetation. However, the introduction of the bridge structure will not substantially alter or damage these resources from a visual or aesthetic perspective. The truss bridge is a pedestrian and bicycle facility designed to be compatible with park and open space settings.

- c) *Substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?*

Less than significant impact. The Project is located on the interface of an urban environment and public park/undeveloped land near the intersection of two major thoroughfares, North Fremont Street and Canyon Del Rey Boulevard. Photographs of the site from these public viewpoints (roadways) are shown in **Figure 6**. An additional vantage point is shown from the Laguna Grande Court neighborhood, where a parcel owned by the City of Seaside is fenced and gated from public access. Two private single-family homes accessed from a shared driveway off Laguna Grande Court are the closest structures to the project location and have the clearest, albeit private, view of the Project location.

Based on the existing visual character of the sight and relatively low quality of public views and viewing experience in this location, implementation of the Project will not significantly degrade the existing condition. **Figure 7** shows a before and after visualization of the site after implementation. The most prominent visual feature, a bicycle/pedestrian truss span designed to complement the park setting, will be consistent with the existing setting and could be considered a visual enhancement to the immediate area.

- d) *Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*

Less than significant impact. The truss bridge and access points would have low intensity lighting for nighttime safety. However, this light source will not be substantial, create glare, or affect day or nighttime views in the area.

4.2 Agriculture and Forestry Resources

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				X

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

- c) *Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?*
- d) *Result in the loss of forest land or conversion of forest land to non-forest use?*
- e) *Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?*

No impact. The Project location is an urban area along an existing roadway. The strip of right of way affected by the Project is not classified as farmland, has no forest land value, would not conflict with agricultural zoning, nor result in other changes that could result in the conversion of farmland.

4.3 Air Quality

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?			X	
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			X	
c) Expose sensitive receptors to substantial pollutant concentrations?			X	
d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?				X

a) Conflict with or obstruct implementation of the applicable air quality plan?

Less than significant impact. The Air Quality Plan focuses on reduction of ozone levels within the NCCAB. As identified by the MBARD, emissions of ozone precursors (i.e., nitrogen oxides [NO_x]) that conflict with the population projections on which the Air Quality Plan is based, are not accommodated in the Air Quality Plan for ozone and would have a significant cumulative impact unless offset.

The proposed Project would result in the construction and operation of a new trail connection. The Project would not generate additional population, add additional traffic, or add jobs or housing. Therefore, implementation of the proposed Project would not result in conflicts with or obstruction of implementation of the Air Quality Plan. MBARD guidance for analysis of air quality impacts of planning documents consists of assessing consistency with the Air Quality Plan. This analysis is presented below and indicates no impact for ozone and ozone precursors, such as NO_x.

In addition, the proposed Project's construction and operation emissions would not exceed MBARD thresholds as noted below. The NCCAB is currently in non-attainment for State ozone and PM₁₀ standards which represents an existing cumulatively significant impact within the NCCAB. Ozone precursors include reactive organic gases (ROG) and NO_x. The Project would not exceed quantitative thresholds for either of these ozone precursors. Similarly, PM₁₀ thresholds also would not be exceeded

for construction or operation of the Project. Therefore, the Project would not make a considerable contribution to this existing, cumulatively significant impact. Impacts would be less than significant.

- b) *Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?*

Less than significant impact. Project construction activities would generate short-term emissions of criteria air pollutants. The criteria pollutants of primary concern within the Project area include ozone-precursor pollutants (i.e., ROG and NO_x) and PM₁₀ and PM_{2.5}. Construction-generated emissions are short term and temporary.

The regional construction emissions associated with development of the proposed Project were calculated using Sacramento Metropolitan Air Quality Management District (SMAQMD)'s Road Construction Emissions Model (Version 9.0.0). For the purposes of the air quality analysis, site disturbance would be approximately 0.2 acres and construction is estimated to be approximately eight months. Total earthwork would include approximately 500 cubic yard (cy) of total fill and 90 cy of total cut including excavation. This would result in approximately 410 cy of import. Typical construction detail equipment includes cement and mortar mixers, graders, scrapers, rollers, pavers, tractors, loaders, and air compressors. The MBARD employs only one quantitative threshold in connection with the above-referenced criteria air pollutants to determine construction-related air quality impacts: it uses a threshold of 82 lbs/day of PM₁₀ for determining significance of construction-related emissions. **Table 1: Project Construction Emissions**, shows construction emission.

Table 1: Project Construction Emissions

Emissions Source	Pollutant (pounds/day)					
	ROG	NO _x	CO	SO ₂	PM ₁₀ Total	PM _{2.5} Total
2021	9.91	113.65	71.52	0.18	6.49	4.48
Threshold	---	---	---	---	82	---
Exceed Threshold	NA	NA	NA	NA	No	NA
Source: SMAQMD Road Construction Emissions Model v. 9.0.0 and Appendix A 1. The reduction/credits for construction emission mitigations are based on mitigation included in CalEEMod and as typically required by the MBARD (Basic Control Measures). The mitigation includes the following: replace ground cover on disturbed areas quickly, water exposed surfaces twice daily, and proper loading/unloading of mobile and other construction equipment.						

As shown in **Table 1**, construction of the proposed Project would result in a maximum of 6.49 lbs/day of PM₁₀, which is below the MBARD threshold of 82 lbs/day of PM₁₀. Further, the proposed Project would be required to comply with MBARD's dust control rules. Therefore, impacts would be less than significant, and no mitigation would be required.

Long-term operational emissions are typically attributed to vehicle trips (mobile emissions), the use of natural gas (energy source emissions), and consumer products, architectural coatings, and landscape maintenance equipment (area source emissions). Implementation of the proposed Project would result in a new trail connection. The Project would not generate additional population, add additional traffic,

add stationary sources, or add jobs or housing. Therefore, operational emissions are less than significant and no mitigation is required.

c) Expose sensitive receptors to substantial pollutant concentrations?

Less than significant impact. The Project will result in no mobile source emissions. Temporary emissions from construction equipment and construction methods will be limited in scope. The nearest homes, in the Casanova neighborhood, will not experience substantial concentrations during work hours.

Under CEQA, residences, schools, daycare centers, and healthcare facilities, such as hospitals, or retirement and nursing homes, are considered sensitive receptors. The nearest sensitive receptor to the Project site is located approximately 25 feet north of the site. The proposed Project would result in the construction and operation of a new trail connection. The Project would not generate additional population, add additional traffic, or add jobs or housing. Therefore, the Project would not result in a substantial increase in traffic-related pollutant concentrations that could affect sensitive receptors. Further, the dust and equipment exhaust emissions during construction would be minimal and would be controlled by compliance with MBARD Rule 400 (Visible Emissions). Rule 400 limits discharge of visible air pollutant emissions into the atmosphere from any emission source for a period or periods aggregating more than three minutes in any one hour, as observed using an appropriate test method, prohibited.

Construction and Operation Period Toxic Air Contaminant Impacts

A toxic air contaminant (TAC) is an air pollutant that may cause or contribute to an increase in mortality or serious illness, or that may pose a hazard to human health. TACs are usually present in minute quantities in the ambient air; however, their high toxicity or health risk may pose a threat to public health even at low concentrations. The health risk associated with high concentrations of diesel exhaust PM₁₀ from construction equipment has a carcinogenic and chronic effect, but no short-term acute effect is currently recognized. The Project could potentially expose sensitive receptors to temporary health hazards associated with TACs due to the operation of construction equipment. However, concentrations of mobile source diesel particulate matter would only be present during temporary construction activities, and as previously shown in **Table 1**, PM₁₀ emissions associated with construction activities would be well below the 82 lbs/day threshold established by MBARD. Furthermore, the Project operation emissions were negligible; therefore, no operational TAC impacts would occur. Compliance with MBARD recommended dust control measures would further reduce PM₁₀ emissions. The health risk associated with construction emissions would be less than significant and no mitigation is required.

d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?)

No impact. Construction activities associated with the Project may generate detectable odors from heavy duty equipment (i.e., diesel exhaust), as well as from architectural coatings and asphalt off-gassing. Any construction-related odors would be short-term in nature and cease upon Project completion. The nature of the Project as a trail gap closure would not result in other odors that would affect people in the area. Therefore, no impacts would occur.

Standard Conditions and Requirements

AQ SC-1: MBARD Rule 400 – Visible Emissions. Project applicants shall not discharge of visible air pollutant emissions into the atmosphere from any emission source for a period or periods aggregating more than three minutes in any one hour, as observed using an appropriate test method, is prohibited.

AQ SC-2: MBARD Fugitive Dust Control. Although the Project would not exceed thresholds of significance for PM₁₀, MBARD recommends the use of the following Best Management Practices for the control of short-term construction generated emissions in any event:

- Water all active construction areas at least twice daily. Frequency should be based on the type of operation, soil, and wind exposure.
- Prohibit all grading activities during periods of high wind (over 15 mph).
- Apply chemical soil stabilizers on inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days).
- Apply non-toxic binders (e.g., latex acrylic copolymer) to exposed areas after cut and fill operations and hydroseed area.
- Haul trucks shall maintain at least 2'0" of freeboard.
- Cover all trucks hauling dirt, sand, or loose materials.
- Plant vegetative ground cover in disturbed areas as soon as possible.
- Cover inactive storage piles.
- Install wheel washers at the entrance to construction sites for all exiting trucks.
- Pave all roads on construction sites. Sweep streets if visible soil material is carried out from the construction site.
- Post a publicly visible sign which specifies the telephone number and person to contact regarding dust complaints. This person shall respond to complaints and take corrective action within 48 hours. The phone number of the Monterey Bay Air Resources District shall be visible to ensure compliance with Rule 402 (Nuisance).
- Limit the area under construction at any one time.

4.4 Biological Resources

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X	
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?		X		
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			X	
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?		X		
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?		X		
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

- a) *Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?*

Less than significant impact. The project is located on the edge of Laguna Grande Park. Some portions of the park have high biological value; however, the portion immediately adjacent to North Fremont Street is highly disturbed and regularly maintained.¹ Much of this area is denuded or sparsely vegetated with weedy plant species. The remainder of the area consists of degraded riparian and oak woodland communities and a horticultural garden planted with native and non-native plants, shrubs and trees. See **Figure 8**, Vegetation Communities.

Canyon Del Rey Creek runs through the project site and supports a highly degraded riparian corridor. The riparian area within the project site has been significantly disturbed as a result of adjacent development, stormwater infrastructure maintenance, and on-going management efforts specific to homeless encampments. Riparian vegetation comprises about 0.37 acres near the project site.

The oak woodland community near the project site is dominated by coast live oak trees and acacia trees, with an understory of blackberry and English ivy. The Acacia, a non-native species, has recently invaded the oak woodland community and is co-dominant with coast live oak. Approximately 1.3 acres of oak woodland was documented near the project site; however, this community is north of and not affected by the project's impact area.

The horticultural garden near the project site (located at the corner of North Fremont Street and Canyon Del Rey Boulevard is planted with species such as coast live oak, sage, and two buckwheat species. These buckwheat species are the host plants of the federally Endangered Smith's blue butterfly (SBB). However, these buckwheat plants were planted in an urban landscape and are isolated from other populations of suitable habitat for SBB. Additionally, the nearest occurrence of SBB is nearly on mile from this population (CDFW, 2019), and dispersal data from capture-recapture studies indicate that most adults have a home range of no more than a few acres. As such, SBB is unlikely to utilize the nearby buckwheat population. The project's limits of construction will also avoid this population.

No other special status species were identified within the project site or are expected to occur within the site due to lack of suitable habitat and the urbanized and degraded nature of the site. For these reasons, the project will not significantly degrade habitat that supports such species and impacts would be less than significant based on CEQA thresholds.

- b) *Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?*

Less than significant with mitigation incorporated. The project could result in impacts to riparian habitat, waters of the U.S. and/or state. The project area lies within the California Coastal Zone (Coastal zone), including portions of the Seaside Coastal Zone's Laguna Grande Subarea and the Monterey Coastal Zone. Currently, the City of Seaside has a certified Local Coastal Program (LCP) while the City of

¹ Denise Duffy & Associates, August 2019

Monterey's LCP is currently undergoing a comprehensive update. The LCPs from both agencies address coastal resources, including the protection of biological and wetland resources.

Riparian habitat is regulated by the California Department of Fish and Wildlife (CDFW) under the Lake and Streamed Alteration Program and is also potentially an Environmental Sensitive Habitat Area (ESHA) where it occurs within the Coastal Zone. Oak woodland habitat is also potentially ESHA under the Seaside Land Use Plan and is protected under both cities' tree removal ordinances.

Canyon Del Rey Creek is potentially a water of the U.S. and/or waters of the state, which are regulated under the Clean Water Act by the Army Corps of Engineers (ACOE) and the Regional Water Quality Control Board (RWQCB), respectively. Within the Coastal Zone, waters of the U.S. and state are also potentially ESHA. No wetlands were identified within the project site.

Although the project design avoids the riparian habitat and Canyon Del Rey Creek, the following mitigation measure will ensure that adequate safeguards are in place to protect these resources during construction.

MM 1 Fencing and Monitoring. Riparian habitat and potential waters of the U.S. and State shall be avoided during construction with protective fencing. A biological monitor will supervise the installation of protective fencing and monitor at least once per week until construction is complete to ensure that fencing remains intact and work crews are properly avoiding the habitat area. If all riparian areas and waters are avoided, no additional mitigation is necessary.

MM 2 Construction Best Practices. To protect water quality and riparian vegetation during construction, the following measures shall be included on the construction specifications and documents:

- Project contractor shall ensure that trenching, excavating, backfilling and other activities that involve substantial soil disturbance adjacent to riparian vegetation and Canyon Del Rey Creek are planned and implemented with a qualified hydrologist, engineer or erosion control specialist, and shall utilize standard erosion control techniques to minimize erosion and sedimentation near sensitive areas.
- Stationary equipment such as motors, generators, and welders located within 100 feet of the creek shall be stored overnight at staging areas and shall be positioned over drip pans.
- No debris, soil, silt, sand, oil, petroleum products, cement, concrete or washings thereof shall be allowed to enter, or be placed where they may be washed by rainfall or runoff, into riparian areas or Canyon Del Rey Creek.
- All construction debris and associated materials shall be stored in staging areas and shall be removed from the work site upon completion of the project.
- Cleaning or refueling of equipment shall take place within turnouts or staging areas at least 50 feet from riparian areas and Canyon Del Rey Creek.
- All refueling shall be conducted over plastic bags filled with sawdust or other highly absorbent material. Clean-up materials for spill shall be kept on hand at all times. Any accidental spills of fuel or other contaminants shall be cleaned up immediately.

- c) *Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological?*

Less than significant impact. Canyon Del Rey Creek is a potential water of the U.S. and is addressed under b) above. No other wetlands were identified in the project area.

- d) *Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?*

Less than significant with mitigation incorporated. The project could interfere with the movement of migratory wildlife (avian) species during construction, but would not interfere with native terrestrial species or wildlife corridors. Individual oak trees that would be removed for the project are close to the roadway, isolated specimens, and not within denser oak woodland habitat nearby. Nonetheless, these trees could provide foraging and roosting opportunities for migratory birds. To ensure that impacts to nesting birds are avoided, the project shall implement the following mitigation measure. Trees to be removed are shown in **Figure 9**.

MM 3 Preconstruction Bird Surveys. The applicant shall schedule all on-site tree removal and grading to occur between August 31st and March 1st of any given year to avoid the Central Coast bird nesting season. If this schedule is not practical, the project sponsor shall fund the engagement of a qualified biologist to conduct preconstruction nesting bird surveys no more than two weeks prior to removal of trees and grading. If no active bird nests are observed, no additional measures are required. If nesting birds are observed, the biologist will establish a buffer zone where no tree removal or grading will occur until the biologist confirms that all chicks have fledged.

- e) *Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?*

Less than significant with mitigation incorporated. The project will require the removal of up to four mature live oak trees, located in the City of Monterey and City of Seaside. Removal of oak trees is regulated by the ordinances of both cities.

MM 4 Tree Replacement. Prior to removal of oak trees, the lead agency shall follow the tree removal permit process of both Monterey and Seaside. Upon completion of construction, final site work shall include oak tree replacement at a 1:1 ratio, or as specified by local tree ordinances.

- f) *Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?*

No impact. The project site is not subject to any such adopted plans. While the City of Seaside LCP and Implementation Plan identifies a 50-foot setback of development from ESHA areas, this requirement does not apply if such a setback is infeasible, and/or if “development” is a public recreational facility such as trail. Both of these exemptions apply.

4.5 Cultural Resources

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to in § 15064.5?				X
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?		X		
c) Disturb any human remains, including those interred outside of dedicated cemeteries?		X		

a) *Cause a substantial adverse change in the significance of a historical resource pursuant to in § 15064.5?*

No impact. A Phase I Archaeological Survey was conducted for the North Fremont Pedestrian, Bicycle, and Transit Project (Archaeological Consulting, December 2014). The area containing the “sidewalk gap” was part of that project, and therefore was reviewed by this assessment. The 2014 assessment concluded that no historical resources were present and site conditions have not substantially changed. As a result, there would be no impact or substantial adverse change to a historical resource.

b) *Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?*

c) *Disturb any human remains, including those interred outside of dedicated cemeteries?*

Less than significant with mitigation incorporated. The Phase I Archaeological Survey concluded that the project area of potential effect (APE) contains no evidence of significant cultural resources, and that the project should not be delayed for archaeological resources (see also Section 4.18, Tribal Cultural Resources, associated mitigation measure **MM 9**). Although no historical or archaeological resources were located on the project site, the region in which the site is located is known to have been occupied by native peoples. Additionally, because the possibility of previously unidentified (buried) cultural resources can be found during any earth disturbance, the following standard mitigation measures have been included:

MM 5 Cultural Awareness Training. Prior to commencing any ground disturbing work at the project site, construction managers and personnel shall participate in cultural and tribal

sensitivity training conducted by a qualified archaeologist approved by the City of Monterey Planning Division. At minimum, the training shall explain (1) applicable statutes, regulations, and enforcement provisions; (2) the prehistoric and historic environment setting and context, including information regarding the local tribal groups; and (3) what prehistoric and historic archaeological deposits look like at the surface and when exposed during construction. Construction personnel shall not be permitted to operate equipment within the project area unless they have attended the training. A list of names of all personnel who attended the training shall be submitted to the City of Monterey Planning Division.

MM 6a **Discovery of Cultural Resources.** During project construction, if any archeological, paleontological, or tribal resources (e.g., evidence of past human habitation or fossils) are found, the project applicant and/or its contractor shall cease all work within 50 feet of the discovery and notify the City of Monterey Planning Division immediately. Cultural and/or tribal cultural resources may include prehistoric archaeological materials such as flaked and ground stone tools and debris, shell, bone, ceramics, and fire-affected rock, as well as historic materials such as glass, metal, wood, brick, or structural remnants. The project applicant and/or its contractor shall retain a qualified archaeologist, or paleontologist if applicable, to evaluate the finds and, subject to review and approval by the City, develop appropriate treatment measures for the inadvertently discovered resources. Such measures may include avoidance, preservation in place, excavation, documentation, curation, or other appropriate measures. (Health and Safety Code Section 7050.5). The City shall consult with appropriate Native American representatives in determining appropriate treatment measures for unearthed cultural resources if the resources are prehistoric or Native American in nature.

MM 6b **Discovery of Human Remains.** If human remains or cultural resources associated with a burial (i.e. grave goods) are discovered during construction, the project applicant and/or its contractor shall immediately cease all ground disturbing work on the site and all work within 50 feet of the find and notify the City of Monterey Planning Division and the Monterey County Coroner, according to California Health and Safety Code Section 7050.5. If the Coroner determines the remains to be Native American, the Coroner shall notify the Native American Heritage Commission. All involved parties shall follow the procedures in CEQA Guidelines Section 15064.5(d) and (e) and Public Resources Code section 5097.98. The Commission will designate a Most Likely Descendant (MLD) who will be authorized to provide recommendations for management of the Native American human remains and any associated materials or objects (Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5). Authorization to resume construction shall only be given by the City after consultation with the most likely descendent and shall include implementation of all appropriate measures to protect any possible burial sites or human remains.

4.6 Energy

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			X	
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			X	

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less than significant impact. The Pacific Gas & Electric Company (PG&E) provides electricity and natural gas service to the Project area. The proposed Project would enhance pedestrian and bicycle safety, and increase connectivity and mobility. The Project would result in a nominal increase in electricity and natural gas demand. This nominal increase represents an insignificant percent increase compared to overall demand in PG&E's service area. Therefore, projected electrical and natural gas demand would not significantly impact PG&E's level of service.

During construction, transportation energy use depends on the type and number of trips, vehicle miles traveled, fuel efficiency of vehicles, and travel mode. Transportation energy use during construction would come from the transport and use of construction equipment, delivery vehicles and haul trucks, and construction employee vehicles that would use diesel fuel and/or gasoline. The use of energy resources by these vehicles would fluctuate according to the phase of construction and would be temporary. Most construction equipment during demolition and grading would be gas-powered or diesel-powered, and the later construction phases would require electricity-powered equipment. Impacts related to transportation energy use during construction would be temporary and would not require expanded energy supplies or the construction of new infrastructure; impacts would not be significant.

During operations, energy consumption associated with the sidewalk gap closure would be nominal. Furthermore, the Project site and surrounding areas are highly urbanized with numerous gasoline fuel facilities and infrastructure. Consequently, the proposed Project would not result in a substantial demand for energy that would require expanded supplies or the construction of other infrastructure or expansion of existing facilities. Additionally, fuel consumption associated with vehicle trips generated by

the proposed Project would not be considered inefficient, wasteful, or unnecessary. The proposed Project would not result in wasteful, inefficient, or unnecessary consumption of energy resources. Therefore, impacts are considered less than significant, and no mitigation is required.

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Less than significant impact. The Project is an infrastructure improvement that would utilize almost no energy, except what may be required for low intensity safety lighting. The Project would not generate any new automobile traffic or require energy use. Additionally, as discussed further in Threshold 4.8 (b), the proposed Project would be consistent with the California Air Resources Board (CARB) Scoping Plan measures as well as the overall goals of the Monterey Climate Action Plan (2016). AMBAG's 2040 *Metropolitan Transportation Plan/Sustainable Communities Strategy* (MTP/SCS) establishes GHG emissions goals for automobiles and light-duty trucks for 2020 and 2035 as well as an overall GHG target for the project region consistent with both the target date of AB 32 and the post-2020 GHG reduction goals of EOs 5-03-05 and B-30-15. The levels of fuel consumption and GHG partly result from the region's reliance on petroleum-based gasoline and diesel fuels, as well as the average fuel efficiency of vehicles. The Project is consistent with regional strategies to reduce passenger vehicle miles traveled (VMT). The proposed Project is a trail connection, which would not generate new trips in the Project area, thus reducing congestion and energy consumption. The Project would not conflict with the stated goals of the MTP/SCS. Therefore, the Project would not interfere with AMBAG's ability to achieve the region's post-2020 mobile source GHG reduction targets (and thus reduce energy consumption) outlined in the 2040 MTP/SCS. Potential impacts are considered less than significant, and no mitigation is required.

4.7 Geology and Soils

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?			X	
b) Result in substantial soil erosion or the loss of topsoil?			X	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?			X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X

**North Fremont Sidewalk Gap Closure Project
Initial Study/Mitigated Negative Declaration**

City of Monterey

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			X	

a) *Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:*

- i. *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.*

No impact. According to readily available fault zone mapping, the Project location is not subject to rupture of a known earthquake fault.

- ii. *Strong seismic ground shaking?*

Less than significant impact. The Project is an infrastructure facility that is not occupied. Although the structure (and surroundings) could be subject to seismic ground shaking during an earthquake, the Project will not directly or indirectly cause adverse effects (such as injury or death) due to shaking. The structure will need to be designed to current structural codes to address the potential for ground shaking and structure stability.

- iii. *Seismic-related ground failure, including liquefaction?*

Less than significant impact. According to a geotechnical evaluation conducted for North Fremont improvements (North Fremont Street Improvements, Monterey, CA, Geotechnical Exploration, ENGEO, November 2016), local soils in the vicinity of the Project consist of non-engineered fill associated with the filling of Canyon Del Rey when the area was developed. However, based on the exploration findings, ENGEO found the probability of seismic hazards, such as ground failure, liquefaction and lateral spreading, to be low. ENGEO also provides the opinion that the proposed improvements will not be affected by expansive soils.

- iv. *Landslides?*

Less than significant impact. While the project will span a hillside below, its abutments will be engineered and anchored. The presence of a bridge structure in this location will not cause potential significant adverse effects to people or property.

- v. *Result in substantial soil erosion or the loss of topsoil?*

Less than significant impact. The Project will require 500 cy of total fill and 90 cy of total cut including excavation (approximately 410 cy of import) of material for surface grading and structure footings. Construction and water quality best practices as required by existing codes and regulations will limit erosion on the relatively small construction footprint of the project. Design features such as footing placement away from slopes and footing depths will minimize erosion during and following construction.

b) Result in substantial soil erosion or the loss of topsoil?

Less than significant impact. As discussed above, construction and water quality best practices as required by existing codes and regulations will limit erosion on the relatively small construction footprint of the project. All abutments will be engineered and anchored. Design features such as footing placement away from slopes and footing depths will minimize erosion during and following construction. Also, since the Project is not on agricultural lands, loss of topsoil at the site is less of a concern.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Less than significant impact. See a) iii above.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Less than significant impact. See a) iii above.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

No impact. The Project will not generate or dispose of wastewater.

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less than significant impact. According to ENGEO, the local soils are primarily non-engineered fill material. There are no rock outcroppings or geologic features that will be disturbed or destroyed by the construction footprint, and thus the risk of impact is considered less than significant.

4.8 Greenhouse Gas Emissions

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	

a) *Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*

Less than significant impact. Similar to the findings under Air Quality, the Project will have no operational impacts. Construction impacts will be of short duration and will not directly or indirectly trigger any greenhouse gas emission thresholds.

Construction GHG emissions were estimated using Sacramento Metropolitan Air Quality Management District (SMAQMD)'s Road Construction Emissions Model (Version 9.0.0). For the purpose of this environmental analysis, Project construction is expected to occur over an approximately eight-month period. Construction activities would include land clearing, grading, drainage/utilities, and paving.

Although neither the City of Monterey nor the MBARD has adopted GHG emission significance thresholds, the Project's estimated GHG emissions (about 821.10 MT/ CO₂e year) are well below the significance threshold of 1,100 MTCO₂e per year used in neighboring air districts and the 2,000 MT of CO₂e/year threshold that had been under consideration by the MBARD. Further, annual construction would total 27.4 MTCO₂e per year when amortized over a project lifetime of 30 years. The proposed Project's GHG emissions would be below the 2,000 MTCO₂e/year threshold currently being considered by MBARD, therefore impacts would be less than significant. Construction GHG emissions would be less than significant and no mitigation is required.

Implementation of the proposed Project would result in a new trail connection. The Project would not generate additional population, add additional traffic, add stationary sources, or add jobs or housing. Operationally, the Project would have no GHG emissions. Therefore, impacts would be less than significant. Operational GHG emissions would be less than significant and no mitigation is required.

- b) *Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

Less than significant impact. The Project would provide an important bicycle and pedestrian connection not only to the adjacent sidewalks but also to the future FORTAG trail nearby. Encouraging non-motorized transportation and enhancing opportunities for access to trail networks is consistent with the Coastal Act, local city circulation plans, and MBARD policies. The proposed Project would comply with all MBARD applicable rules and regulations during construction and would not interfere with the State's goals of reducing GHG emission to 1990 levels by 2020 as stated in AB 32; a 40 percent reduction below 1990 levels by 2030 as noted in SB 32; and, an 80 percent reduction in GHG emissions below 1990 levels by 2050 as stated in EO S-3-05. Therefore, the proposed Project would have a less than significant impact on GHG emissions.

4.9 Hazards and Hazardous Materials

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				X
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X

**North Fremont Sidewalk Gap Closure Project
Initial Study/Mitigated Negative Declaration**

City of Monterey

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?			X	

- a) *Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*
- b) *Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?*

Less than significant impact. The sidewalk gap closure project will result in the incidental use of hazardous materials (such as fuels for construction equipment) to construct the truss bridge and abutments. However, the construction and installation of this structure will not result in significant risk due to the transport of hazardous materials and will not result in the disposal or routine use of such materials. As a static bridge structure, the project will not create upset conditions or risk of accidental releases of hazardous materials.

- c) *Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?*

No impact. The project will not emit or handle hazardous or acutely hazardous materials or substances, and is not located within one-quarter mile of a school (Google Maps, 2019).

- d) *Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?*

No impact. A search of the Envirostor database concluded that the Project is not located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

- e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?*

No impact. The Project is located within two miles of Monterey Regional Airport; however, it is a bridge structure and pathway that will not result in people working or residing in the area that could create a safety hazard.

f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

No impact. The project is a bridge structure and pathway that could not interfere with any emergency response or evacuation plans. The project would likely provide increased safety and pedestrian mobility off of the roadway if there were a local emergency.

g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

Less than significant impact. The Project is located at the south edge of Laguna Grande Park. The land area immediately adjacent to the truss bridge and pathway is currently undeveloped, consisting of grassland and sparse oak woodland. It is possible for these grasslands and park lands could be subject to wildland fire. The project would not expose people to a significant risk of loss, injury or death; however, the truss bridge structure itself, once constructed, could sustain losses in such a fire. This risk reflects the existing environmental condition, and the project would not cause any significant impacts upon construction.

4.10 Hydrology and Water Quality

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			X	
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?				X
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:			X	
i. Result in substantial erosion or siltation on- or off-site?			X	
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?			X	
iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?			X	
iv. Impede or redirect flood flows?				X
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				X

**North Fremont Sidewalk Gap Closure Project
Initial Study/Mitigated Negative Declaration**

City of Monterey

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?			X	

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Less than significant impact. The project will require a small area of ground disturbance for construction of abutments, and approximately 5,560 square feet of additional impervious surface at each bridge approach where it connects to the existing sidewalk system and the new bridge. The quantity of surface area is above the threshold for stormwater treatment, however the project is exempt from the stormwater permit per section B.1.b.ii since stormwater flows from the new impervious areas will drain to a landscaped area on North Fremont, and project construction will require a range of typical BMPs to prevent impacts to surface water quality consisting of inlet protection, hydroseeding disturbed slopes, fiber rolls, and silt fences to protect sensitive areas.

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

No impact. The Project will result in no water demand and therefore will not decrease groundwater supplies.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i. Result in substantial erosion or siltation on- or off-site?

Less than significant impact. As noted above, project construction will require some earth moving and excavation for the bridge abutments and connection. However, the Project will be required to incorporate several BMPs into the project plans and implement those measures during construction, as already required by the City's stringent stormwater measures.

ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?

Less than significant impact. The Project will result in an incidental increase in impervious surface that will be controlled by storm drain infrastructure constructed as part of the larger North Fremont roadway

improvements. Changes to the rate and amount of surface runoff will be negligible, and certainly will not increase to the point of causing flooding.

- iii. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?*

Less than significant impact. Existing storm drain facilities have been constructed in the immediate vicinity of the bridge project. As a bicycle and pedestrian bridge, the Project will not result in substantial sources of polluted runoff or exceed the capacity of exiting storm drain systems.

- iv. Impede or redirect flood flows?*

No impact. The nearest drainage is Canyon Del Rey, directly below the proposed span, which receives flows from upstream through a culvert under North Fremont Boulevard. The Project will span this existing facility and will not impede or redirect existing flows in any way.

- d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?*

No impact. The site is not in a flood hazard, tsunami or seiche zone, and any inundation – if it occurred – would not release pollutants from the project.

- e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?*

Less than significant impact. As identified above, the Project will be subject to the city's stringent water quality control measures during construction, and will have no effect on groundwater resources.

4.11 Land Use and Planning

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Physically divide an established community?				X
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				X

a) *Physically divide an established community?*

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

No impact. As a trail and truss structure intended to bridge an existing gap in connectivity, the Project will not physically divide the community and in fact should result in beneficial impacts by providing a safe route for non-motorized travel between the Casanova neighborhood and nearby commercial areas.

Completing the Project and connecting the sidewalk gap in this location is consistent with the circulation elements of both the City of Seaside and City of Monterey general plans, as the Project will improve safety and connectivity. Recognizing the policies of the City of Seaside Local Coastal Program for the Laguna Grande sub area, the project has identified and avoids the small area of potential coastal Environmentally Sensitive Habitat Areas (ESHA) below the truss bridge. Consistent with LCP policy and provisions of the Coastal Act, environmental conditions have been verified on the ground to determine the location and quality of resources, and those resources have been avoided to the greatest extent feasible through project design (NCR-CZ 1.2.B).

The Seaside LCP contains specific policies for the Laguna Grande Area relative to protection of visual resources, vegetation management, water quality management, and public access and recreation. The Project is wholly consistent with public access and recreation policies (PAR-LG 1.1.A, B, and C), which seek to enhance pedestrian and bicycle connectivity to existing recreational and open space areas within the Coastal Zone. Visual resource policies (NCR-LG 2.1.A and B) address “building height” and bulk, viewshed improvements around the park, and call for local “gateway guidelines” along the Fremont Corridor adjacent to Laguna Grande Park. As a pathway and truss bridge, the Project will be consistent with these policies. The Project will serve as a visually inviting structure that calls attention to pathways

and recreational opportunities, and may also serve as a visual “gateway” feature for southern end of the park. The project will also provide residents a better connection to the regional FORTAG trail system.

The City of Monterey is currently preparing a comprehensive update to its Local Coastal Program. Until that plan is completed and adopted, projects within the City’s coastal zone are regulated by the existing (1980s) LCP as periodically amended, and the California Coastal Act. As a project that avoids environmentally sensitive areas, will not affect water quality, provides enhanced coastal access and will not affect visual resources, the Project is consistent with the City’s LCP and Coastal Act. The Project will have no impact with the relevant provisions of these plans.

4.12 Mineral Resources

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

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

No impact. The Project location and nature of the improvements will result in no impacts with respect to mineral resources. There are no known mineral resources located within the area of ground disturbance.

4.13 Noise

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		X		
b) Generation of excessive groundborne vibration or groundborne noise levels?		X		
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X

- a) *Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

Less than significant impact with mitigation incorporated. The Project would involve construction activities which would be temporary and have a short duration resulting in periodic increases in the ambient noise environment. Construction would begin in early-2021 and last approximately eight months, with the noisiest construction phases (earth moving and construction of abutments) estimated at four months or less. Construction activities would require the use of graders, scrapers, tractors, bulldozers, backhoes, dozers, air compressors and other typical equipment. At a distance of 25 feet, construction noise levels would range between 82 dBA and 94 dBA². The loudest equipment at 94 dBA at 25 feet would be a crane and jack hammer. Additionally, the crane would be used for only an estimated two days to place the bridge. The remaining construction equipment is an average of 88 dBA at 25 feet. Construction activities would be temporary and would not produce excessive levels of noise with implementation of standard conditions and measures (i.e., replacing construction machinery to be

² Federal Transit Administration, *Transit Noise and Vibration Impact Assessment Manual*, September 2018.

equipped with properly operating noise attenuation devices, designating haul routes away from sensitive receptors, and locating staging areas away from receptors).

The City prohibits construction noise between 7:00 p.m. and 7:00 a.m. Monday to Friday, and 6:00 p.m. to 8:00 a.m. Saturday and 5:00 p.m. to 10:00 a.m. Sunday. The permitted hours of construction recognize that construction activities undertaken during daytime hours are a typical part of living in an urban environment and do not cause a significant disruption. Adherence to the City's allowable hours of construction would ensure construction noise would be less than significant. Implementation of **Mitigation Measure 7** which requires best practices, such as placing construction equipment as far as possible from sensitive receptors and using mufflers, would reduce construction noise impacts on adjacent noise-sensitive land uses to a less than significant level.

Operationally, the Project would include a trail and therefore would not generate new vehicle trips. Therefore, the Project would not result in a traffic-related noise increase, thus, potential impacts associated with mobile source noise would be less than significant. Additionally, the Project would not introduce new stationary noise sources into the area. Impacts would be less than significant and mitigation measures are not required for operation of the bridge.

b) Generation of excessive groundborne vibration or groundborne noise levels?

Less than significant impact with mitigation incorporated. Project construction can generate varying degrees of groundborne vibration depending on the construction procedure and type of construction equipment used. The effect on buildings located near a construction site often varies depending on soil type, ground strata, and construction characteristics of the receiver buildings. The results from vibration can range from no perceptible effects at the lowest vibration levels, to low rumbling sounds and perceptible vibration at moderate levels, to slight damage at the highest levels. Groundborne vibrations from construction activities rarely reach levels that damage structures. The Federal Transit Administration (FTA) has published standard vibration velocities for construction equipment operations (i.e., 0.20 inch/second). Groundborne vibration decreases rapidly with distance. Based on the FTA data, vibration velocities from typical heavy construction equipment operations that would be used during Project construction range from 0.003 to 0.210 inches per second peak particle velocity (PPV) at approximately 25 feet from the source of activity. The nearest sensitive receptors to the Project site is approximately 25 feet north of the Project site. Vibration from construction activities experienced at the nearest sensitive residential uses (25 feet) would range between 0.003 and 0.21 inches per second PPV for non-pile driving equipment. The maximum vibration from construction equipment would be the vibratory roller at 0.21 inches per PPV at 25 feet. This would exceed the 0.20 inches per second PPV threshold from the FTA. Implementation of **Mitigation Measure 8** would require vibratory rollers to operate more than 20 feet from structures. With implementation of **Mitigation Measure 8**, vibration from construction activities experiences at the nearest adjacent building would be reduced below the 0.2 inches per second PPV threshold. Impacts would be less than significant.

Operations of the trail would not generate groundborne vibration that could be felt at surrounding uses. The Project would not involve railroads or heavy truck operations, and therefore would not result in vibration impacts at surrounding uses. The Project would not generate excessive groundborne vibration during construction or operations. Impacts would be less than significant and mitigation measures are not required.

- c) *For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?*

No impact. The Monterey Regional Airport is located approximately 0.4 miles south of the proposed Project site. The Project is located outside the 65, 70 and 75 dBA CNEL contours for aircraft activities associated with Airport. Therefore, the proposed Project would not be exposed to aircraft overflight noise that exceeds the City's exterior noise exposure thresholds. There are no private airstrips within the Project site vicinity, thus, no impact would occur in this regard.

Mitigation Measures

MM 7: Prior to the initiation of construction, the City of Monterey City Engineer shall ensure that all project plans and specifications stipulate that:

- All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers;
- Construction noise reduction methods such as shutting off idling equipment, installing temporary acoustic barriers around stationary construction noise sources, maximizing the distance between construction equipment staging areas and occupied residential areas, and use of electric air compressors and similar power tools, rather than diesel equipment, shall be used where feasible;
- During construction, stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers;
- During construction, stockpiling and vehicle staging areas shall be located as far as practical from noise sensitive receptors; and
- Operate earthmoving equipment on the construction site, as far away from vibration sensitive sites as possible.

MM 8: Prior to the issuance of a grading permit, the City's Building Division shall confirm that vibratory rollers capable of generating vibration levels above 0.2 inches per second PPV shall not be used within 20 feet of adjacent residences. If the contractor can demonstrate that vibratory rollers have vibration levels of less than 0.2 inches per second PPV, then they shall be allowed to operate within the 20-foot buffer zone.

4.14 Population and Housing

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				X

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

No impact. The Project is an infrastructure improvement that will not result in population growth or displace existing housing.

4.15 Public Services

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project result in:				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i) Fire protection?				X
ii) Police protection?				X
iii) Schools?				X
iv) Parks?				X
v) Other public facilities?				X

a) *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:*

- i. Fire protection?*
- ii. Police protection?*
- iii. Schools?*
- iv. Parks?*
- v. Other public facilities?*

No impact. The Project is an infrastructure improvement that will not generate additional demand or affect performance standards for fire protection, police protection, schools or other public facilities. Even though the pathway and truss bridge are adjacent to Laguna Grande Park, the Project will not result in the need for new or physically altered park facilities elsewhere. For these reasons, the Project will have no environmental effect on existing public services.

4.16 Recreation

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	

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

Less than significant impact. The Project would not generate additional population near existing parks and recreational facilities such as Laguna Grande Park. An increase in people is typically what causes increased use and deterioration of existing facilities. Connecting the sidewalk gap in this location may allow pedestrians or cyclists to more easily access the park, but any increase in usage would be incidental and less than significant.

The Project is a trail segment and truss bridge which may be used for recreational purposes. The physical effects of constructing the project are addressed throughout this Initial Study.

4.17 Transportation

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?				X
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?			X	
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
d) Result in inadequate emergency access?				X

a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

No impact. One of the primary objectives of the Project is to provide a safe pathway for cyclists and pedestrians to travel along the north side of North Fremont Street. Safe, non-motorized travel along a dedicated pathway in this location is consistent City of Monterey and City of Seaside planning documents, including the respective circulation elements of each jurisdiction's general plans. As such, the Project will have no significant environmental impacts with respect to program or plan conflicts.

b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

Less than significant impact. CEQA Guidelines Section 15064.3 addresses new requirements for analyzing vehicle miles traveled (VMT). Subdivision (b)(2) notes that transportation projects that reduce, or have no impact on, VMT should be presumed to cause a less than significant transportation impact. That is the case for this Project.

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less than significant impact. One of the primary objectives of the Project is to improve safety along North Fremont by providing a safe pathway for pedestrians and cyclists. The Project will not alter the geometry or operation of North Fremont Street along the right of way and will remove existing dangerous conditions caused by pedestrians and cyclists who currently traverse the “gap” in an unsafe manner immediately adjacent to travel lanes. The pathway will cross in front of the entrance to the PG&E substantiation; however, this driveway is not regularly used and does not pose a significant safety hazard to users of the Project.

d) Result in inadequate emergency access?

No impact. The pathway and truss bridge structure will not require emergency access, and actually may provide enhanced access along North Fremont to emergency responders in the event of a local emergency.

4.18 Tribal Cultural Resources

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?		X		
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?		X		

a) *Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:*

i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?

ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

Less than significant impact with mitigation incorporated. Also see Section 4.5 of this Initial Study (Cultural Resources). The 2014 Phase 1 Archaeological Survey that included the project site resulted in negative findings for archaeological or cultural resources, including tribal resources. However, the City recognizes the potential to uncover buried or previously unidentified resources, and mitigation measures **MM 5** and **MM 6a-b** are in place if such resources are discovered during construction.

Outreach to tribes was conducted in 2014 because the sidewalk gap project was part of a larger package of North Fremont Street roadway improvements that underwent separate CEQA review.

Representatives from several tribes were contacted and informed of the project (Archaeological Consultants, 2014, Appendix C). These tribes included the Amah Mutsun Tribe, Aman Mutsun Tribal Band of Mission San Juan Bautista, Esselen Nation, Coastanoan Rumsen Carmel Tribe, Trina Marine Ruano Family, Indian Canyon Band of Coastanoan, and the Ohlone Coastanoan Esselen Nation.

Pursuant to Public Resources Code section 21080.3.1, outreach to tribes was initiated on February 8, 2022, and concluded on December 16, 2022, exclusively for the North Fremont Street Sidewalk Gap Closure Project, as described in this Initial Study. A notification of consultation opportunity was emailed on February 8, 2022, to all tribes listed by the Native American Heritage Commission as tribes that are traditionally and culturally affiliated with the geographic area of the Project. Three tribes (Indian Canyon Band of Costanoan Ohlone People, Ohlone/Costanoan-Esselen Nation, and Esselen Tribe of Monterey County) responded with comments or requests for consultation, and resulting mitigation measures **MM 5**, **MM 6a-b**, and **MM 9** were included to address stated concerns. The tribal representatives requested information on any findings during construction, recommended that construction crews be trained in cultural sensitivity, and that a Native American Monitor be present within the project site during ground disturbing activities. These requests are reflected in mitigation measures **MM 5** and **MM 6a-b** (see Section 4.5, Cultural Resources), in addition to **MM 9**, detailed below, which addresses the presence of a Native American Monitor. With implementation of **MM 5**, **6a-b**, and **9**, impacts will be less than significant.

MM 9 Native American Monitoring. At least ten (10) business days prior to conducting ground disturbing activities, the City will notify the three tribes, specifically the Indian Canyon Band of Costanoan Ohlone People, the Ohlone/Costanoan-Esselen Nation, and the Esselen Tribe of Monterey County, who requested to have a Native American monitor on site. Each tribe may designate one monitor to be on site and conduct monitoring during the project. As this is a working construction site, each monitor must sign a release and liability waiver prior to conducting monitoring onsite.

4.19 Utilities and Service Systems

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?			X	
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?				X
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			X	
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?			X	

a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

Less than significant impact. Construction of the Project along the edge of right of way on North Fremont involves minor relocation and configuration of drainage facilities associated with the pathway (see Section 4.10, Hydrology and Water Quality). The Project will have no impact on electric power, natural gas, or telecommunications systems. The PG&E substation is immediately adjacent to the site but will not be affected by the Project.

- b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?*
- c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

No impact. The Project will not require a water supply or generate wastewater.

- d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?*
- e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?*

Less than significant impact. The Project will result in small amounts of solid construction waste but will not create a permanent waste stream. This temporary and limited amount of construction waste will not exceed standards, local infrastructure, or negatively impact solid waste reduction goals and regulations. The solid waste from construction activities will be properly disposed of according to current law.

4.20 Wildfire

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?				X
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				X
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				X
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				X

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

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No impact. The Project, a pathway and truss bridge structure, is not located in a state responsibility area or a very high fire severity zone. The Project does not create a source of fire, or exacerbate wildfire risk.

4.21 Mandatory Findings of Significance

ENVIRONMENTAL IMPACTS Issues	Potentially Significant Issues	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Does the project:				
a) Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		X		
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			X	
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	

- a) *Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?*

Less than significant impact with mitigation incorporated. As addressed under Biological Resources, the City acknowledges that the project is immediately adjacent to an environmentally sensitive habitat

area (ESHA) consisting of a riparian drainage in the coastal zone. However, the Project as designed and mitigated will avoid direct or indirect effects to this area, and therefore will not affect habitat values for fish, wildlife or endangered plant species. As addressed under Cultural Resources and Tribal Cultural Resources, the Project as mitigated will have a less than significant impact on California historic or prehistoric resources.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Less than significant impact. The Project is a unique bridge facility. The incremental effects as described in this Initial Study are largely site specific and will not combine with the effects of other projects to create cumulatively considerable effects. Other nearby or related projects could include the North Fremont Street roadway improvements that have recently been constructed, and the FORTAG regional trail that will be near the project along Canyon Del Rey Boulevard. These projects provide some level of cumulative benefit as they provide opportunities for non-motorized travel. In terms of construction, construction timelines are not concurrent with these projects, limiting the potential to combine to create a cumulatively considerable effect.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less than significant impact. As evidenced within this initial study, the Project has little potential to cause adverse effects on human beings from environmental concerns such as air quality, noise or exposure to geologic or hazardous materials risks. The nature of the Project will not generate a new or permanent population that will be exposed to environmental concerns, and the Project will actually improve safety along this portion of North Fremont Street.

Laguna Grande Park, immediately adjacent to the Project, is intermittently occupied by homeless individuals or groups, some of whom camp near the project area. Construction activity in this immediate area could potentially affect encampments or cause some homeless individuals or groups to relocate due to the presence of construction workers and equipment. However, any such activity or interface would not be expected to result in adverse effects to this population, and camping in the park is prohibited.

5.0 REPORT PREPARERS

Lead Agency

City of Monterey

Andrea Renny, P.E., P.T.O.E., Public Works Director

Fernanda Roveri, AICP, Principal Planner

Matthew Buggert, Associate Planner

Consultants

Kimley-Horn and Associates, Inc.

10 Almaden Boulevard, Suite 1250

San Jose, CA 95113

Frederik Venter, P.E., Vice President/Traffic Engineer

Tad Stearn, CEQA Project Manager

Ace Malisos, Technical Manager

Sophia Lai, Environmental Analyst

Noemi Wyss, Environmental Analyst

Denise Duffy & Associates

Josh Harwayne, Consulting Biologist

6.0 REFERENCES

Archaeological Consulting. *Phase I Archaeological Survey for the North Fremont Pedestrian, Bicycle, and Transit Project*. December 2014.

California Geological Survey (CGS). 2020. Earthquake Zones of Required Investigation. Available at: <https://maps.conservation.ca.gov/cgs/EQZApp/app/>. Accessed on April 14, 2020.

California Department of Toxic Substances Control (DTSC). 2020. Envirostor. Available at: <https://www.envirostor.dtsc.ca.gov/public/>.

Denise Duffy & Associates, *Biological Resources Memorandum for North Fremont Street*. April 2020.

ENGEO. *North Fremont Street Improvements, Monterey, CA, Geotechnical Exploration*. November 2016.

City of Monterey. *General Plan*. 2016.

City of Monterey. *Municipal Code*.

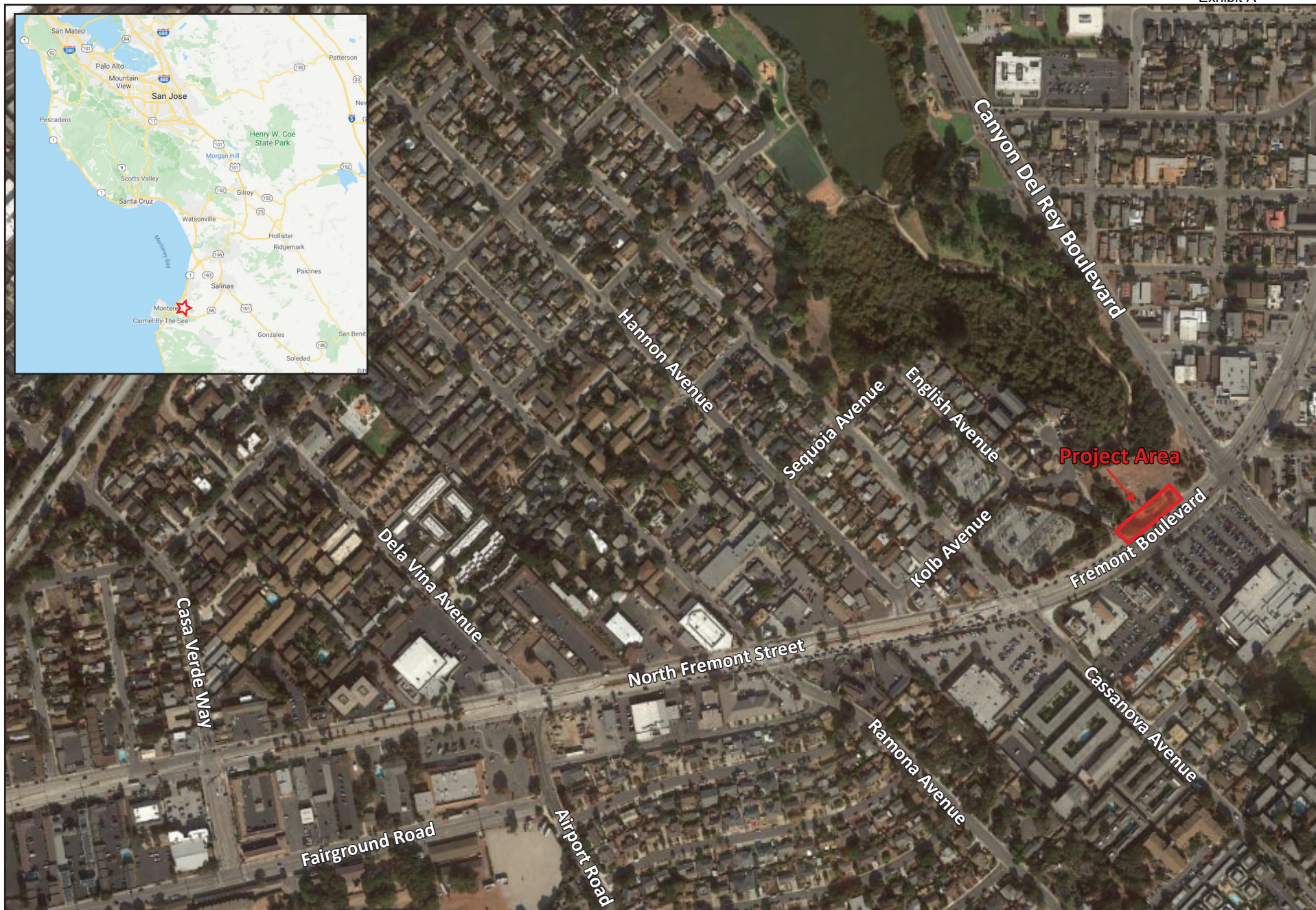
City of Seaside. *General Plan*. 2003.

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

City of Seaside. *Local Coastal Program*. 2013.

City of Seaside. *Municipal Code*.

Google. 2019. *Google Maps*.



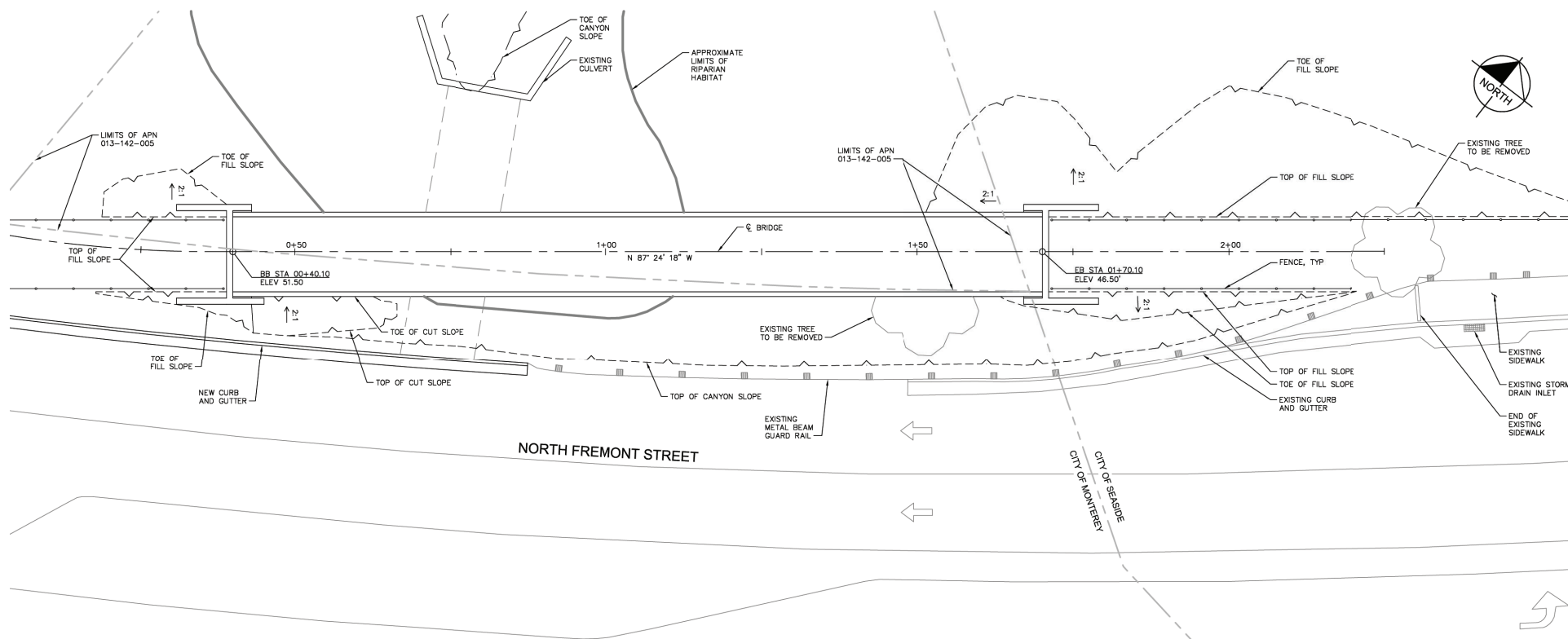
Source: Google Earth, 2020

Figure 1: Project Location

North Fremont Sidewalk Gap Closure Project
Initial Study/Mitigated Negative Declaration



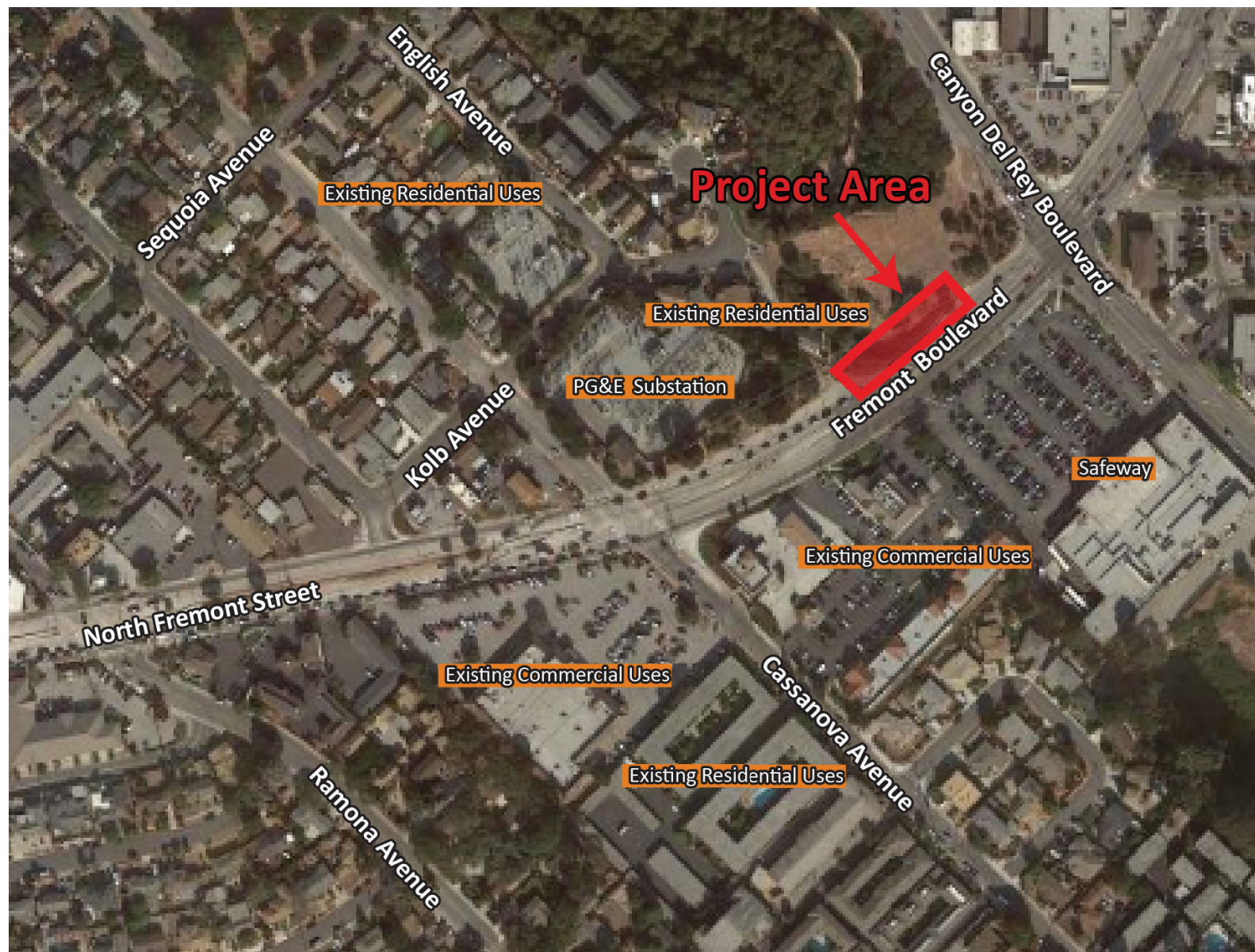
Not to scale



Source: Kimley-Horn, 2020

Figure 2: Site Plan

North Fremont Sidewalk Gap Closure Project
Initial Study/Mitigated Negative Declaration



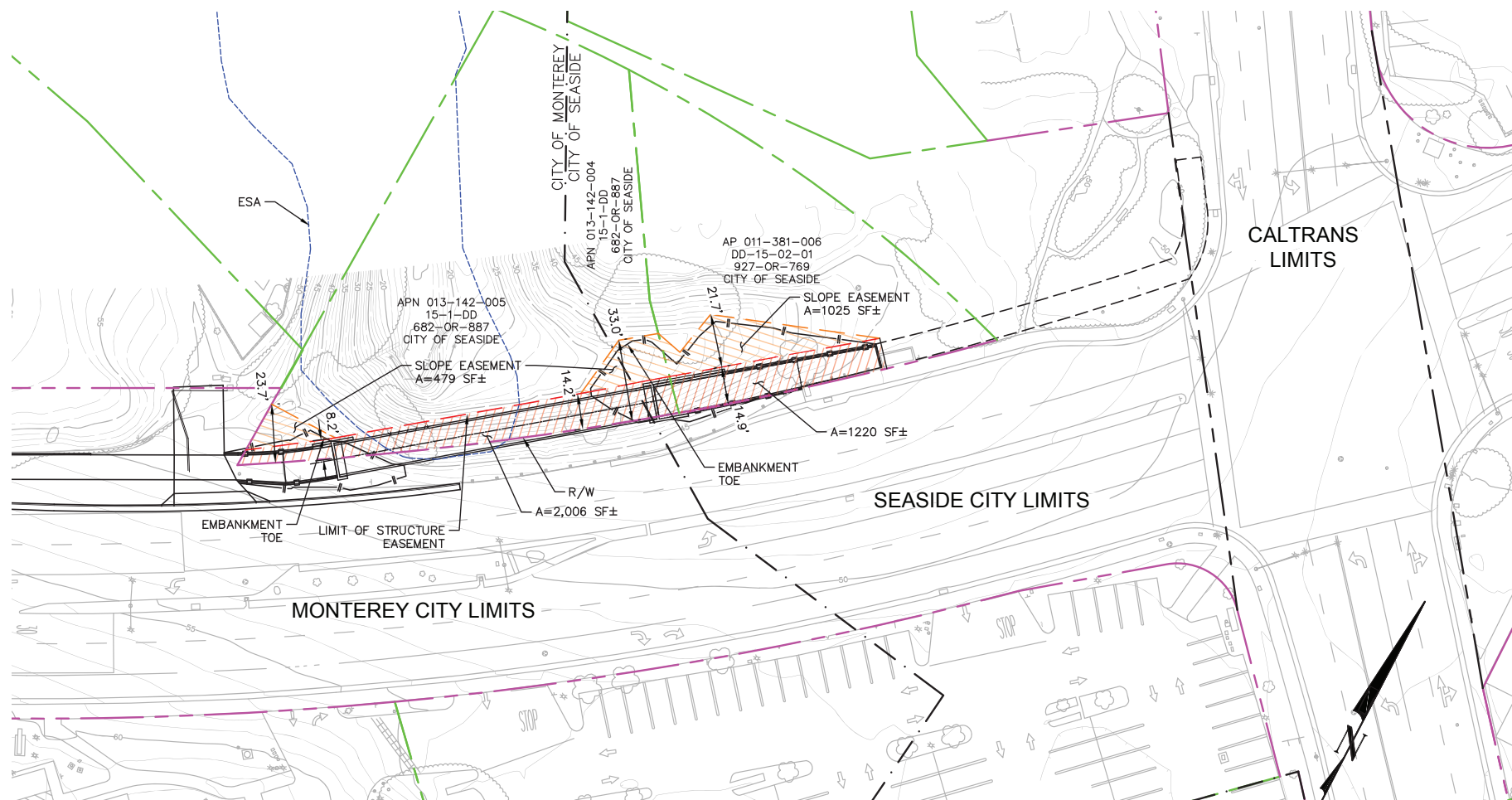
Source: Google Earth, 2020

Figure 3: Surrounding Land Uses

North Fremont Sidewalk Gap Closure Project
Initial Study/Mitigated Negative Declaration



Not to scale



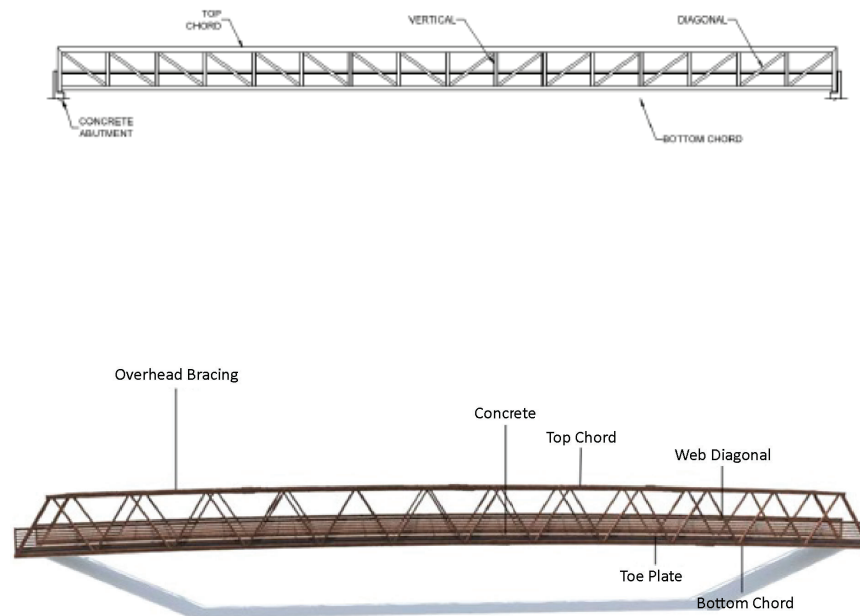
Source: Kimley-Horn, 2020

Figure 4: Jurisdictional Boundaries

North Fremont Sidewalk Gap Closure Project
Initial Study/Mitigated Negative Declaration



Not to scale



Source: Kimley-Horn, 2020; Short Span Steel Bridge Alliance, 2012

Note: Bridge shown in image colored for graphic purposes. Actual bridge steel may be painted black.

Figure 5: Truss Bridge Concept

North Fremont Sidewalk Gap Closure Project
Initial Study/Mitigated Negative Declaration



Source: Kimley-Horn, 2020

Figure 6: Site Photographs

North Fremont Sidewalk Gap Closure Project
Initial Study/Mitigated Negative Declaration



Before



After

Source: Kimley-Horn, 2020

Note: Bridge shown in image colored for graphic purposes. Actual bridge steel may be painted black.

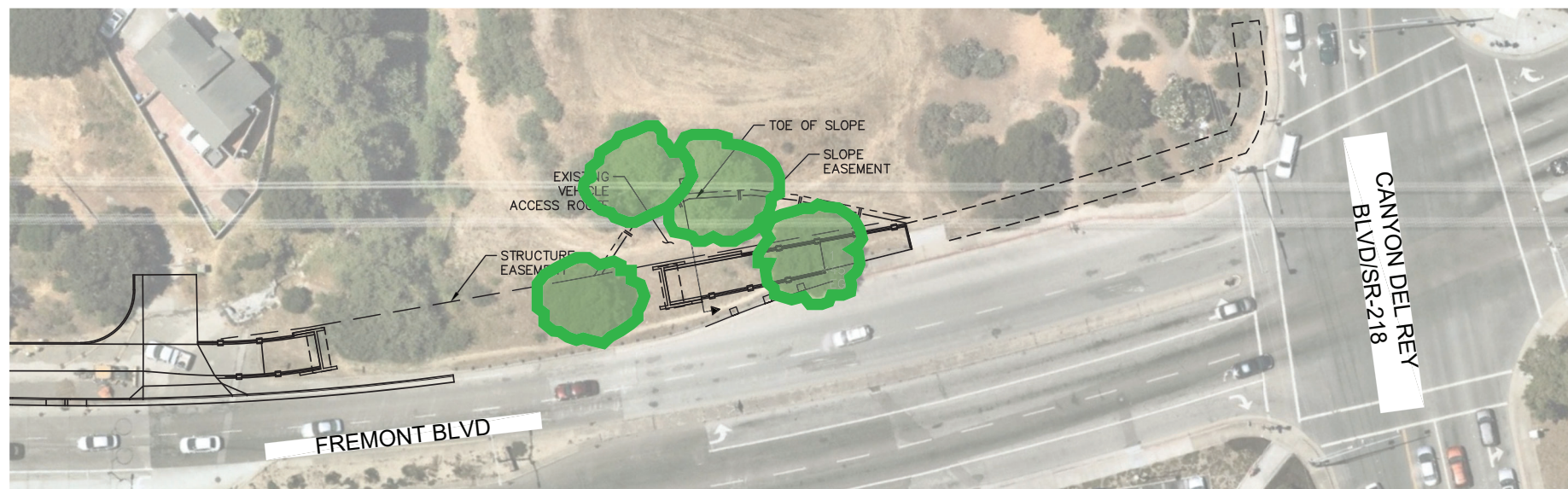
Figure 7: Truss Bridge Rendering

North Fremont Sidewalk Gap Closure Project
Initial Study/Mitigated Negative Declaration



Source: Denise Duffy & Associates, Inc., 2019

Figure 8: Vegetation Communities
 North Fremont Sidewalk Gap Closure Project
 Initial Study/Mitigated Negative Declaration



Legend

█ Trees to be removed

Source: Kimley-Horn, 2020

Figure 9: Trees to be Removed

North Fremont Sidewalk Gap Closure Project
Initial Study/Mitigated Negative Declaration



Not to scale

Kimley»Horn
Packet Page 233
Expect More. Experience Better.

Appendix A

CalEEMod Air Quality and Greenhouse Gas Emissions Model Outputs

Welcome to the Road Construction Emissions Model, Version 9.0.0**User Instructions**

This spreadsheet system contains the following individual worksheets:

- 1 This worksheet of User Instructions
- 2 Updates
- 3 Emission Estimates
- 4 Data Entry
- 5 Non-default Off-road Equipment
- 6 EMFAC2017
- 7 On-road Mitigation EF
- 8 OFFROAD Convert
- 9 Off-road Tier 4 EF
- 10 OFFROAD HP & LF
- 11 OFFROAD EF
- 12 x-ref



The Emission Estimates worksheet calculates a project's emissions in pounds per day (and tons) by project phase and tons over the entire construction period.

The worksheet can be used to estimate emissions for both vehicle exhaust and fugitive dust. The methodology used to estimate fugitive dust emissions is a simplified methodology involving estimates of the maximum area (acreage) of land disturbed daily. Detailed fugitive dust emission estimates associated with individual materials handling operations and/or activity/vehicle types cannot be conducted with this version of the model.

The Emission Estimates worksheet cannot be modified directly, it is a protected worksheet. It can only be modified indirectly by entering information for the project in selected areas of the Data Entry worksheet.

The last seven of these worksheets - EMFAC2017, On-road Mitigation EF, OFFROAD Convert, Off-road Tier 4 EF, OFFROAD HP & LP, OFFROAD EF and x-ref - cannot be modified by the user. They are protected worksheets.

Even though all or portions of several worksheets are protected, the individual formulas used in the calculations can be seen by the user.

The Data Entry worksheet includes several areas that can be modified by the user.

User instructions in the Data Entry worksheet are highlighted in red.

On the Data Entry worksheet, the user has two options for entering project data: required data and optional data. Required data is entered in the data input section (yellow cells). That required data is then used by the worksheet to calculate default values for the project.

The user can override the default values (blue cells) calculated for a project and is encouraged to do so if project specific information is available. Due to the difficulty in developing reliable default values for road construction projects,

the user is encouraged to enter as much site specific information as is available for the project being analyzed.

The Data Entry Worksheet also includes a button that allows the user to clear previously entered data. This button is found just at the top of and to the right of the data entry portion of the worksheet.

When projects are discontinuous, the user must make adjustments to the spreadsheet manually, since the program cannot be setup to anticipate unexpected project delays.

#VALUE! <- This error message may occur during use of the spreadsheets. This occurs whenever the user enters a non numeric value, including a space character, into a cell that is used to calculate a numeric value.

Consequently, to erase values entered into the spreadsheets, use the delete key instead of the space bar!

Note: Information in this worksheet is based on conversations with knowledgeable individuals at the Sacramento Metropolitan Air Quality Management District, the California Department of Transportation, the California Air Resources Board, the U.S. EPA, and private industry involved in road construction. Also, the 26th edition of Walker's Building Estimator's Reference Book (1999) was used in the development of this spreadsheet. This spreadsheet was prepared by Jones & Stokes, TIAX LLC and Ramboll Environ with the financial support and direction of the Sacramento Metropolitan Air Quality Management District.



<http://www.airquality.org>

Karen Huss

Khuss@airquality.org

916/874-4881

<http://www.ramboll.com/>

John Grant

jgrant@ramboll.com

415/899-0706

Road Construction Emissions Model, Version 9.0.0**Updates Log**

Changes from previous version of Road Construction Emissions Model

(Version 8.1.0 to 9.0.0) (updated by SMAQMD 04/22/18 with assistance from Ramboll)

- 1) Project length changed to include calendar years 2014 through 2040. □
- 2) On-road vehicle emission factors have been updated to EMFAC2017 version 1.0.2.
- 3) Off-road emission rates updated to include calendar years 2014 through 2040.
- 4) Average Offroad HP by Equipment Type updated to be consistent with CalEEMod (version 2016.3.2)
- 5) Modified 'Data Entry' tab to calculate NOx start emissions from heavy duty trucks in "soil hauling", "asphalt hauling" and "water truck" section

(Version 7.1.5 to 8.1.0) (updated by SMAQMD 05/09/16 with assistance from Ramboll ENVIRON US Corporation)

- 1) Project length changed to include calendar years 2014 through 2025. □
- 2) Added a new project type: Type 4: Other Linear Project Type. Note that there are no default vehicle or equipment activities available for the Project Type 4. □
- 3) Emissions estimates were extended to include SOx, CH₄, N₂O and CO₂e.
- 4) Updated off-road equipment emission factors and default average horsepower by equipment type to be consistent with CalEEMod (version 2013.2.2). □
- 5) On-road vehicle emission factors have been updated to EMFAC2014.
- 6) Revised pollutant order for consistency throughout the calculator.
- 7) Added flexibility for users to specify a non-default number of working days per month.
- 8) Modified soil hauling import and export quantity and haul truck capacity data requests to allow users to specify soil hauling activity by phase. □
- 9) Soil hauling emissions are now estimated separately for each construction phase.
- 10) Added a new feature to allow users to provide asphalt hauling quantities by phase in the "Data Entry" tab.
- 11) New component added where the user can specify construction start date and duration by phase.
- 12) The maximum daily emissions calculation was modified to sum emissions from overlapping construction phases.
- 13) Water truck activity can be specified and emissions estimated for the paving phase.
- 14) Mitigation options were added for on-road vehicles and off-road equipment. Emissions calculations include the effects of mitigations if a mitigation option is selected by the user.
- 15) Model allows user to estimate emissions from non-default off-road equipment for all phases and for all project types. Non-default off-road equipment specification must be included by equipment type for horsepower, number of equipment, load factor, hours of operation and emission factors in the "Non-default Off-road Equipment" tab.
- 16) New table of total project emissions with units of tons/phase was added in the "Emission Estimates" tab.
- 17) Removed table of daily emissions in metric units from the "Emission Estimates" tab.
- 18) Removed unnecessary data from all tabs.

(Version 7.1.4 to 7.1.5) (updated by SMAQMD 12/11/13 with assistance from ENVIRON Corporation)

- 1) Grubbing and Land Clearing Phase calculation of active months in 2007, 2017, 2019 fixed.
- 2) Soil Hauling Emissions calculation to select override if it exists for round trips/day.
- 3) Worker Commute Emissions calculation of starting and hot soak emissions; drainage phase PM₁₀ emission rate.
- 4) Water Truck Emissions calculation to select number of months for Grubbing and Land Clearing Phase; maximum acreage/day after 2025.

(Version 6.3.2 to Version 7.1.0, 7.1.1, 7.1.2, 7.1.3 & 7.1.4) (updated by SMAQMD 8/2/13)

- 1) EMFAC2011 emission factors added (previous EMFAC versions dropped).
- 2) OFFROAD2011 emission factors added (and fixed error).
- 3) OFFROAD2007 for categories not in OFFROAD2011 (and fixed error)
- 4) Project length changed to include calendar years 2009 through 2025.
- 5) Average Offroad HP by Equipment Type calculation updated and corrected
- 6) Load Factor Adjustment deactivated (default load factors already incorporated in ARB's calculation of emission factors)
- 7) Crawler Tractor equipment added to model
- 8) Air Compressors ROG & Default Excavators calculation on Data Entry sheet corrected.
- 9) Default equipment list updated
- 10) Corrections to Worker Commute Emissions calculations

Road Construction Emissions Model, Version 9.0.0

Daily Emission Estimates for -> N. Fremont Sidewalk Gap Closure														
Project Phases (Pounds)	ROG (lbs/day)	CO (lbs/day)	NOx (lbs/day)	PM10 (lbs/day)	PM10 (lbs/day)	PM10 (lbs/day)	PM2.5 (lbs/day)	PM2.5 (lbs/day)	PM2.5 (lbs/day)	SOx (lbs/day)	CO2 (lbs/day)	CH4 (lbs/day)	N2O (lbs/day)	CO2e (lbs/day)
Grubbing/Land Clearing	1.14	9.93	12.30	2.42	0.52	1.90	0.86	0.47	0.40	0.02	2,125.50	0.58	0.05	2,153.83
Grading/Excavation	9.91	71.52	113.65	6.49	4.59	1.90	4.48	4.09	0.40	0.18	18,059.41	4.72	0.59	18,352.16
Drainage/Utilities/Sub-Grade	3.85	33.66	39.59	3.73	1.83	1.90	2.07	1.68	0.40	0.07	6,519.29	1.44	0.09	6,582.53
Paving	1.29	13.51	13.49	0.70	0.70	0.00	0.61	0.61	0.00	0.03	2,776.03	0.57	0.15	2,833.55
Maximum (pounds/day)	9.91	71.52	113.65	6.49	4.59	1.90	4.48	4.09	0.40	0.18	18,059.41	4.72	0.59	18,352.16
Total (tons/construction project)	0.49	3.82	5.51	0.37	0.23	0.14	0.24	0.21	0.03	0.01	891.83	0.22	0.03	905.09
Notes: Project Start Year -> 2021														
Project Length (months) -> 8														
Total Project Area (acres) -> 0														
Maximum Area Disturbed/Day (acres) -> 0														
Water Truck Used? -> Yes														
	Total Material Imported/Exported Volume (yd ³ /day)		Daily VMT (miles/day)											
Phase	Soil	Asphalt	Soil Hauling	Asphalt Hauling	Worker Commute	Water Truck								
Grubbing/Land Clearing	0	0	0	0	200	40								
Grading/Excavation	410	0	630	0	1,120	40								
Drainage/Utilities/Sub-Grade	0	0	0	0	720	40								
Paving	0	100	0	150	320	40								
PM10 and PM2.5 estimates assume 50% control of fugitive dust from watering and associated dust control measures if a minimum number of water trucks are specified.														
Total PM10 emissions shown in column F are the sum of exhaust and fugitive dust emissions shown in columns G and H. Total PM2.5 emissions shown in Column I are the sum of exhaust and fugitive dust emissions shown in columns J and K.														
CO2e emissions are estimated by multiplying mass emissions for each GHG by its global warming potential (GWP), 1 , 25 and 298 for CO2, CH4 and N2O, respectively. Total CO2e is then estimated by summing CO2e estimates over all GHGs.														

Total Emission Estimates by Phase for -> N. Fremont Sidewalk Gap Closure														
Project Phases (Tons for all except CO2e. Metric tonnes for CO2e)	ROG (tons/phase)	CO (tons/phase)	NOx (tons/phase)	PM10 (tons/phase)	PM10 (tons/phase)	PM10 (tons/phase)	PM2.5 (tons/phase)	PM2.5 (tons/phase)	PM2.5 (tons/phase)	SOx (tons/phase)	CO2 (tons/phase)	CH4 (tons/phase)	N2O (tons/phase)	CO2e (MT/phase)
Grubbing/Land Clearing	0.01	0.09	0.11	0.02	0.00	0.02	0.01	0.00	0.00	0.00	18.70	0.01	0.00	17.19
Grading/Excavation	0.35	2.52	4.00	0.23	0.16	0.07	0.16	0.14	0.01	0.01	635.69	0.17	0.02	586.04
Drainage/Utilities/Sub-Grade	0.12	1.04	1.22	0.11	0.06	0.06	0.06	0.05	0.01	0.00	200.79	0.04	0.00	183.93
Paving	0.02	0.18	0.18	0.01	0.01	0.00	0.01	0.01	0.00	0.00	36.64	0.01	0.00	33.93
Maximum (tons/phase)	0.35	2.52	4.00	0.23	0.16	0.07	0.16	0.14	0.01	0.01	635.69	0.17	0.02	586.04
Total (tons/construction project)	0.49	3.82	5.51	0.37	0.23	0.14	0.24	0.21	0.03	0.01	891.83	0.22	0.03	821.10
PM10 and PM2.5 estimates assume 50% control of fugitive dust from watering and associated dust control measures if a minimum number of water trucks are specified.														
Total PM10 emissions shown in column F are the sum of exhaust and fugitive dust emissions shown in columns G and H. Total PM2.5 emissions shown in Column I are the sum of exhaust and fugitive dust emissions shown in columns J and K.														
CO2e emissions are estimated by multiplying mass emissions for each GHG by its global warming potential (GWP), 1 , 25 and 298 for CO2, CH4 and N2O, respectively. Total CO2e is then estimated by summing CO2e estimates over all GHGs.														
The CO2e emissions are reported as metric tons per phase.														

Road Construction Emissions Model		Version 9.0.0		
Data Entry Worksheet				
Note: Required data input sections have a yellow background. Optional data input sections have a blue background. Only areas with a yellow or blue background can be modified. Program defaults have a white background. The user is required to enter information in cells D10 through D24, E28 through G35, and D38 through D41 for all project types. Please use "Clear Data Input & User Overrides" button first before changing the Project Type or begin a new project.				
Input Type				
Project Name	N. Fremont Sidewalk Gap Closure			
Construction Start Year	2021	Enter a Year between 2014 and 2040 (inclusive)		
Project Type	3	1) New Road Construction : Project to build a roadway from bare ground, which generally requires more site preparation than widening an existing roadway 2) Road Widening : Project to add a new lane to an existing roadway 3) Bridge/Overpass Construction : Project to build an elevated roadway, which generally requires some different equipment than a new roadway, such as a crane 4) Other Linear Project Type: Non-roadway project such as a pipeline, transmission line, or levee construction		
Project Construction Time	8.00	months		
Working Days per Month	22.00	days (assume 22 if unknown)		
Predominant Soil/Site Type: Enter 1, 2, or 3 (for project within "Sacramento County", follow soil type selection instructions in cells E18 to E20 otherwise see instructions provided in cells J18 to J22)	1	1) Sand Gravel : Use for quaternary deposits (Delta/West County) 2) Weathered Rock-Earth : Use for Laguna formation (Jackson Highway area) or the lone formation (Scott Road, Rancho Murieta) 3) Blasted Rock : Use for Salt Springs Slate or Copper Hill Volcanics (Folsom South of Highway 50, Rancho Murieta)		
Project Length	0.11	miles		
Total Project Area	0.19	acres		
Maximum Area Disturbed/Day	0.19	acres		
Water Trucks Used?	1	1. Yes 2. No		
Material Hauling Quantity Input				
Material Type	Phase	Haul Truck Capacity (yd ³) (assume 20 if unknown)	Import Volume (yd ³ /day)	Export Volume (yd ³ /day)
Soil	Grubbing/Land Clearing			
	Grading/Excavation	20.00	410.00	
	Drainage/Utilities/Sub-Grade			
	Paving			
Asphalt	Grubbing/Land Clearing			
	Grading/Excavation			
	Drainage/Utilities/Sub-Grade	20.00	100.00	
	Paving			
Mitigation Options				
On-road Fleet Emissions Mitigation	No Mitigation			
Off-road Equipment Emissions Mitigation	No Mitigation			
Select "2010 and Newer On-road Vehicles Fleet" option when the on-road heavy-duty truck fleet for the project will be limited to vehicles of model year 2010 or newer. Select "20% NOx and 45% Exhaust PM reduction" option if the project will be required to use a lower emitting off-road construction fleet. The SMAQMD Construction Mitigation Calculator can be used to confirm compliance with this mitigation measure (http://www.airquality.org/Business/CEQA-Land-Use-Planning/Mitigation). Select "Tier 4 Equipment" option if some or all off-road equipment used for the project meets CARB Tier 4 Standard.				



To begin a new project, click this button to clear data previously entered. This button will only work if you opted not to disable macros when loading this spreadsheet.

Please note that the soil type instructions provided in cells E18 to E20 are specific to Sacramento County. Maps available from the California Geologic Survey (see weblink below) can be used to determine soil type outside Sacramento County.

http://www.conservation.ca.gov/cgs/information/geologic_mapping/Pages/googlemaps.aspx#regionalseries

The remaining sections of this sheet contain areas that can be modified by the user, although those modifications are optional.

Note: The program's estimates of construction period phase length can be overridden in cells D50 through D53, and F50 through F53.

Construction Periods	User Override of Construction Months	Program Calculated Months	User Override of Phase Starting Date	Program Default Phase Starting Date
Grubbing/Land Clearing		0.80		1/1/2021
Grading/Excavation		3.20		1/26/2021
Drainage/Utilities/Sub-Grade		2.80		5/4/2021
Paving		1.20		7/28/2021
Totals (Months)	8			

Note: Soil Hauling emission default values can be overridden in cells D61 through D64, and F61 through F64.

Soil Hauling Emissions		User Override of Miles/Round Trip	Program Estimate of Miles/Round Trip	User Override of Truck Round Trips/Day	Default Values Round Trips/Day	Calculated Daily VMT
User Input		30.00				0
Miles/round trip: Grubbing/Land Clearing						0.00
Miles/round trip: Grading/Excavation		30.00			21	630.00
Miles/round trip: Drainage/Utilities/Sub-Grade		30.00			0	0.00
Miles/round trip: Paving		30.00			0	0.00

Emission Rates	ROG	CO	NOx	PM10	PM2.5	SOx	CO2	CH4	N2O	CO2e
Grubbing/Land Clearing (grams/mile)	0.43	1.14	6.49	0.21	0.15	0.02	1,859.78	0.02	0.29	1,947.39
Grading/Excavation (grams/mile)	0.43	1.14	6.49	0.21	0.15	0.02	1,859.78	0.02	0.29	1,947.39
Drainage/Utilities/Sub-Grade (grams/mile)	0.43	1.14	6.49	0.21	0.15	0.02	1,859.78	0.02	0.29	1,947.39
Paving (grams/mile)	0.43	1.14	6.49	0.21	0.15	0.02	1,859.78	0.02	0.29	1,947.39
Grubbing/Land Clearing (grams/trip)	0.00	0.00	3.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grading/Excavation (grams/trip)	0.00	0.00	3.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Drainage/Utilities/Sub-Grade (grams/trip)	0.00	0.00	3.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Paving (grams/trip)	0.00	0.00	3.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hauling Emissions	ROG	CO	NOx	PM10	PM2.5	SOx	CO2	CH4	N2O	CO2e
Pounds per day - Grubbing/Land Clearing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Tons per const. Period - Grubbing/Land Clearing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pounds per day - Grading/Excavation	0.59	1.58	9.18	0.30	0.20	0.02	2,583.08	0.03	0.41	2,704.76
Tons per const. Period - Grading/Excavation	0.02	0.06	0.32	0.01	0.01	0.00	90.92	0.00	0.01	95.21
Pounds per day - Drainage/Utilities/Sub-Grade	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Tons per const. Period - Drainage/Utilities/Sub-Grade	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pounds per day - Paving	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Tons per const. Period - Paving	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total tons per construction project	0.02	0.06	0.32	0.01	0.01	0.00	90.92	0.00	0.01	95.21

Note: Asphalt Hauling emission default values can be overridden in cells D91 through D94, and F91 through F94.

Asphalt Hauling Emissions		User Override of Miles/Round Trip	Program Estimate of Miles/Round Trip	User Override of Truck Round Trips/Day	Default Values Round Trips/Day	Calculated Daily VMT
User Input						
Miles/round trip: Grubbing/Land Clearing		30.00			0	0.00
Miles/round trip: Grading/Excavation		30.00			0	0.00
Miles/round trip: Drainage/Utilities/Sub-Grade		30.00			0	0.00
Miles/round trip: Paving		30.00			5	150.00

Emission Rates	ROG	CO	NOx	PM10	PM2.5	SOx	CO2	CH4	N2O	CO2e
Grubbing/Land Clearing (grams/mile)	0.43	1.14	6.49	0.21	0.15	0.02	1,859.78	0.02	0.29	1,947.39
Grading/Excavation (grams/mile)	0.43	1.14	6.49	0.21	0.15	0.02	1,859.78	0.02	0.29	1,947.39
Drainage/Utilities/Sub-Grade (grams/mile)	0.43	1.14	6.49	0.21	0.15	0.02	1,859.78	0.02	0.29	1,947.39
Paving (grams/mile)	0.43	1.14	6.49	0.21	0.15	0.02	1,859.78	0.02	0.29	1,947.39
Grubbing/Land Clearing (grams/trip)	0.00	0.00	3.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grading/Excavation (grams/trip)	0.00	0.00	3.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Drainage/Utilities/Sub-Grade (grams/trip)	0.00	0.00	3.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Paving (grams/trip)	0.00	0.00	3.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Emissions	ROG	CO	NOx	PM10	PM2.5	SOx	CO2	CH4	N2O	CO2e
Pounds per day - Grubbing/Land Clearing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Tons per const. Period - Grubbing/Land Clearing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pounds per day - Grading/Excavation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Tons per const. Period - Grading/Excavation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pounds per day - Drainage/Utilities/Sub-Grade	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Tons per const. Period - Drainage/Utilities/Sub-Grade	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pounds per day - Paving	0.14	0.38	2.19	0.07	0.05	0.01	615.02	0.01	0.10	643.99
Tons per const. Period - Paving	0.00	0.00	0.03	0.00	0.00	0.00	8.12	0.00	0.00	8.50
Total tons per construction project	0.00	0.00	0.03	0.00	0.00	0.00	8.12	0.00	0.00	8.50

Note: Worker commute default values can be overridden in cells D121 through D126.

Worker Commute Emissions										
User Input		User Override of Worker Commute Default Values		Default Values		Calculated Daily Trips		Calculated Daily VMT		
Miles/ one-way trip				20						
One-way trips/day				2				200.00		
No. of employees: Grubbing/Land Clearing				5				1,120.00		
No. of employees: Grading/Excavation				28				720.00		
No. of employees: Drainage/Utilities/Sub-Grade				18				320.00		
No. of employees: Paving				8						
Emission Rates										
	ROG	CO	NOx	PM10	PM2.5	SOx	CO2	CH4	N2O	CO2e
Grubbing/Land Clearing (grams/mile)	0.02	1.10	0.10	0.05	0.02	0.00	339.80	0.00	0.01	342.28
Grading/Excavation (grams/mile)	0.02	1.10	0.10	0.05	0.02	0.00	339.80	0.00	0.01	342.28
Drainage/Utilities/Sub-Grade (grams/mile)	0.02	1.10	0.10	0.05	0.02	0.00	339.80	0.00	0.01	342.28
Paving (grams/mile)	0.02	1.10	0.10	0.05	0.02	0.00	339.80	0.00	0.01	342.28
Grubbing/Land Clearing (grams/trip)	1.18	2.95	0.34	0.00	0.00	0.00	72.81	0.08	0.04	85.39
Grading/Excavation (grams/trip)	1.18	2.95	0.34	0.00	0.00	0.00	72.81	0.08	0.04	85.39
Drainage/Utilities/Sub-Grade (grams/trip)	1.18	2.95	0.34	0.00	0.00	0.00	72.81	0.08	0.04	85.39
Paving (grams/trip)	1.18	2.95	0.34	0.00	0.00	0.00	72.81	0.08	0.04	85.39
Emissions										
	ROG	CO	NOx	PM10	PM2.5	SOx	CO2	CH4	N2O	CO2e
Pounds per day - Grubbing/Land Clearing	0.03	0.55	0.05	0.02	0.01	0.00	151.43	0.00	0.00	152.80
Tons per const. Period - Grubbing/Land Clearing	0.00	0.00	0.00	0.00	0.00	0.00	1.33	0.00	0.00	1.34
Pounds per day - Grading/Excavation	0.20	3.08	0.28	0.11	0.05	0.01	848.01	0.02	0.02	855.69
Tons per const. Period - Grading/Excavation	0.01	0.11	0.01	0.00	0.00	0.00	29.85	0.00	0.00	30.12
Pounds per day - Drainage/Utilities/Sub-Grade	0.13	1.98	0.18	0.07	0.03	0.01	545.15	0.01	0.02	550.09
Tons per const. Period - Drainage/Utilities/Sub-Grade	0.00	0.06	0.01	0.00	0.00	0.00	16.79	0.00	0.00	16.94
Pounds per day - Paving	0.06	0.88	0.08	0.03	0.01	0.00	242.29	0.01	0.01	244.48
Tons per const. Period - Paving	0.00	0.01	0.00	0.00	0.00	0.00	3.20	0.00	0.00	3.23
Total tons per construction project	0.01	0.19	0.02	0.01	0.00	0.00	51.17	0.00	0.00	51.63

Note: Water Truck default values can be overridden in cells D153 through D156, I153 through I156, and F153 through F156.

Water Truck Emissions										
User Input		User Override of Default # Water Trucks		Program Estimate of Number of Water Trucks		User Override of Truck Round Trips/Vehicle/Day		Default Values Round Trips/Vehicle/Day		Calculated Trips/day
Grubbing/Land Clearing - Exhaust				1				5		5
Grading/Excavation - Exhaust				1				5		5
Drainage/Utilities/Subgrade				1				5		5
Paving				1				5		5
Emission Rates										
	ROG	CO	NOx	PM10	PM2.5	SOx	CO2	CH4	N2O	CO2e
Grubbing/Land Clearing (grams/mile)	0.43	1.14	6.49	0.21	0.15	0.02	1,859.78	0.02	0.29	1,947.39
Grading/Excavation (grams/mile)	0.43	1.14	6.49	0.21	0.15	0.02	1,859.78	0.02	0.29	1,947.39
Drainage/Utilities/Sub-Grade (grams/mile)	0.43	1.14	6.49	0.21	0.15	0.02	1,859.78	0.02	0.29	1,947.39
Paving (grams/mile)	0.43	1.14	6.49	0.21	0.15	0.02	1,859.78	0.02	0.29	1,947.39
Grubbing/Land Clearing (grams/trip)	0.00	0.00	3.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grading/Excavation (grams/trip)	0.00	0.00	3.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Drainage/Utilities/Sub-Grade (grams/trip)	0.00	0.00	3.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Paving (grams/trip)	0.00	0.00	3.52	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Emissions										
	ROG	CO	NOx	PM10	PM2.5	SOx	CO2	CH4	N2O	CO2e
Pounds per day - Grubbing/Land Clearing	0.04	0.10	0.61	0.02	0.01	0.00	164.00	0.00	0.03	171.73
Tons per const. Period - Grubbing/Land Clearing	0.00	0.00	0.01	0.00	0.00	0.00	1.44	0.00	0.00	1.51
Pounds per day - Grading/Excavation	0.04	0.10	0.61	0.02	0.01	0.00	164.00	0.00	0.03	171.73
Tons per const. Period - Grading/Excavation	0.00	0.00	0.02	0.00	0.00	0.00	5.77	0.00	0.00	6.04
Pounds per day - Drainage/Utilities/Sub-Grade	0.04	0.10	0.61	0.02	0.01	0.00	164.00	0.00	0.03	171.73
Tons per const. Period - Drainage/Utilities/Sub-Grade	0.00	0.00	0.02	0.00	0.00	0.00	5.05	0.00	0.00	5.29
Pounds per day - Paving	0.04	0.10	0.61	0.02	0.01	0.00	164.00	0.00	0.03	171.73
Tons per const. Period - Paving	0.00	0.00	0.01	0.00	0.00	0.00	2.16	0.00	0.00	2.27
Total tons per construction project	0.00	0.01	0.05	0.00	0.00	0.00	14.43	0.00	0.00	15.11

Note: Fugitive dust default values can be overridden in cells D183 through D185.

Fugitive Dust		User Override of Max Acreage Disturbed/Day		Default Maximum Acreage/Day		PM10 pounds/day	PM10 tons/period	PM2.5 pounds/day	PM2.5 tons/period
Fugitive Dust - Grubbing/Land Clearing				0.19		1.90	0.02	0.40	0.00
Fugitive Dust - Grading/Excavation				0.19		1.90	0.07	0.40	0.00
Fugitive Dust - Drainage/Utilities/Subgrade				0.19		1.90	0.06	0.40	0.01

Off-Road Equipment Emissions														
Grubbing/Land Clearing	Default	Mitigation Option		Default	ROG	CO	NOx	PM10	PM2.5	SOx	CO2	CH4	N2O	CO2e
	Number of Vehicles	Override of	Default Equipment Tier (applicable only when "Tier 4 Mitigation" Option Selected)											
	Override of Default Number of Vehicles	Program-estimate		Equipment Tier	Type	pounds/day	pounds/day	pounds/day	pounds/day	pounds/day	pounds/day	pounds/day	pounds/day	pounds/day
			Model Default Tier	Aerial Lifts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Air Compressors	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Bore/Drill Rigs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Cement and Mortar Mixers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Concrete/Industrial Saws	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1		Model Default Tier	Cranes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Crawler Tractors	0.55	2.44	6.97	0.26	0.24	0.01	760.36	0.01	0.07	768.56
	2		Model Default Tier	Crushing/Proc. Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Excavators	0.46	6.54	4.31	0.21	0.19	0.01	1,000.38	0.32	0.01	1,011.17
			Model Default Tier	Forklifts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Generator Sets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Graders	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Off-Highway Tractors	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Off-Highway Trucks	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Other Construction Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Other General Industrial Equip	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Other Material Handling Equip	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Pavers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Paving Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Plate Compactors	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Pressure Washers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Pumps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Rollers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Rough Terrain Forklifts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Rubber Tired Dozers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Rubber Tired Loaders	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Scrapers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1		Model Default Tier	Signal Boards	0.06	0.36	0.41	0.01	0.30	0.01	49.31	0.01	0.06	49.56
			Model Default Tier	Skid Steer Loaders	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Surfacing Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Sweepers/Scrubbers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Tractors/Loaders/Backhoes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Trenchers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Welders	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
User-Defined Off-road Equipment														
If non-default vehicles are used, please provide information in "Non-default Off-road Equipment" tab														
	Number of Vehicles		Equipment Tier	Type	ROG	CO	NOx	PM10	PM2.5	SOx	CO2	CH4	N2O	CO2e
	0.00		N/A		pounds/day	pounds/day	pounds/day	pounds/day	pounds/day	pounds/day	pounds/day	pounds/day	pounds/day	pounds/day
	0.00		N/A	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00		N/A	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00		N/A	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00		N/A	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00		N/A	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00		N/A	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00		N/A	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Grubbing/Land Clearing		pounds per day	1.07	9.28	11.63	0.49	0.45	0.02	1,810.06	0.57	0.02	1,829.30
		Grubbing/Land Clearing		tons per phase	0.01	0.08	0.10	0.00	0.00	0.00	15.93	0.01	0.00	16.10

Grading/Excavation	Default		Mitigation Option		Default	ROG	CO	NOx	PM10	PM2.5	SOx	CO2	CH4	N2O	CO2e
	Number of Vehicles	Override of Default Equipment Tier (applicable only when "Tier 4 Mitigation" Option Selected)	Equipment Tier	Type											
Override of Default Number of Vehicles		Program-estimate			pounds/day	pounds/day	pounds/day	pounds/day	pounds/day	pounds/day	pounds/day	pounds/day	pounds/day	pounds/day	pounds/day
			Model Default Tier	Aerial Lifts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Air Compressors	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Bore/Drill Rigs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Cement and Mortar Mixers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Concrete/Industrial Saws	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1		Model Default Tier	Cranes	0.41	0.00	0.18	0.20	0.18	0.01	568.74	0.01	0.18	564.76	0.01
	2		Model Default Tier	Crawler Tractors	1.10	4.87	13.94	0.52	0.48	0.02	1,520.73	0.49	0.01	1,537.12	0.01
			Model Default Tier	Crushing/Proc. Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	4		Model Default Tier	Excavators	0.92	10.00	8.61	0.42	0.38	0.02	2,000.77	0.65	0.02	2,022.34	0.02
			Model Default Tier	Forklifts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Generator Sets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	2		Model Default Tier	Graders	0.91	0.00	11.85	0.38	0.35	0.01	1,283.37	0.42	0.01	1,297.19	0.01
			Model Default Tier	Off-Highway Tractors	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Off-Highway Trucks	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Other Construction Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Other General Industrial Equip	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Other Material Handling Equip	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Pavers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Paving Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Plate Compactors	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Pressure Washers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Pumps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3		Model Default Tier	Rollers	0.57	5.64	5.77	0.35	0.32	0.01	762.27	0.25	0.01	770.48	0.01
			Model Default Tier	Rough Terrain Forklifts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Rubber Tired Dozers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3		Model Default Tier	Rubber Tired Loaders	1.03	1.80	11.59	0.39	0.36	0.02	1,815.68	0.59	0.02	1,835.29	0.02
	4		Model Default Tier	Scrapers	3.72	28.02	42.81	1.67	1.53	0.06	5,871.65	1.90	0.05	5,934.95	0.05
	1		Model Default Tier	Signal Boards	0.06	0.30	0.36	0.01	0.01	0.00	49.31	0.01	0.00	49.56	0.00
			Model Default Tier	Skid Steer Loaders	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Surfacing Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Sweepers/Scrubbers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	2		Model Default Tier	Tractors/Loaders/Backhoes	0.37	4.52	3.79	0.22	0.21	0.01	601.80	0.19	0.01	608.28	0.01
			Model Default Tier	Trenchers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Welders	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
User-Defined Off-road Equipment															
If non-default vehicles are used, please provide information in "Non-default Off-road Equipment" tab															
Number of Vehicles		Equipment Tier		Type	ROG	CO	NOx	PM10	PM2.5	SOx	CO2	CH4	N2O	CO2e	
					pounds/day	pounds/day	pounds/day	pounds/day	pounds/day	pounds/day	pounds/day	pounds/day	pounds/day	pounds/day	
	0.00		N/A	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00		N/A	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00		N/A	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00		N/A	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00		N/A	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00		N/A	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00		N/A	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00		N/A	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
					pounds per day	9.09	66.75	103.57	4.16	3.83	0.15	14,464.32	4.67	0.13	14,619.98
		Grading/Excavation			tons per phase	0.32	2.35	3.65	0.15	0.13	0.01	509.14	0.16	0.00	514.62

9

Paving	Default		Mitigation Option		Default	ROG	CO	NOx	PM10	PM2.5	SOx	CO2	CH4	N2O	CO2e
	Number of Vehicles	Override of	Default												
	Override of Default Number of Vehicles	Program-estimate	Default Equipment Tier (applicable only when "Tier 4 Mitigation" Option Selected)	Equipment Tier											
			Model Default Tier	Aerial Lifts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Air Compressors	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Bore/Drill Rigs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Cement and Mortar Mixers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Concrete/Industrial Saws	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Cranes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Crawler Tractors	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Crushing/Proc. Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Excavators	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Forklifts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Generator Sets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Graders	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Off-Highway Tractors	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Off-Highway Trucks	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Other Construction Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Other General Industrial Equip	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Other Material Handling Equip	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1		Model Default Tier	Pavers	0.25	2.90	2.60	0.13	0.12	0.00	455.06	0.15	0.00	459.97	0.00
	1		Model Default Tier	Paving Equipment	0.19	2.54	1.94	0.10	0.09	0.00	394.46	0.13	0.00	398.71	0.00
			Model Default Tier	Plate Compactors	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Pressure Washers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Pumps	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1		Model Default Tier	Rollers	0.19	1.88	1.92	0.12	0.11	0.00	254.09	0.08	0.00	256.83	0.00
			Model Default Tier	Rough Terrain Forklifts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Rubber Tired Dozers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Rubber Tired Loaders	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Scrapers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1		Model Default Tier	Signal Boards	0.06	0.30	0.36	0.01	0.01	0.00	49.31	0.01	0.00	49.56	0.00
			Model Default Tier	Skid Steer Loaders	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Surfacing Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Sweepers/Scrubbers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	2		Model Default Tier	Tractors/Loaders/Backhoes	0.37	4.52	3.79	0.22	0.21	0.01	601.80	0.19	0.01	608.28	0.01
			Model Default Tier	Trenchers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			Model Default Tier	Welders	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
User-Defined Off-road Equipment															
If non-default vehicles are used, please provide information in "Non-default Off-road Equipment" tab															
	Number of Vehicles		Equipment Tier	Type		ROG	CO	NOx	PM10	PM2.5	SOx	CO2	CH4	N2O	CO2e
	0.00		N/A		0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00		N/A		0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00		N/A		0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00		N/A		0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00		N/A		0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00		N/A		0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00		N/A		0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		Paving		pounds per day		1.06	12.15	10.61	0.58	0.53	0.02	1,754.72	0.56	0.02	1,773.35
		Paving		tons per phase		0.01	0.16	0.14	0.01	0.01	0.00	23.16	0.01	0.00	23.41
Total Emissions all Phases (tons per construction period) ==>						0.46	3.56	5.08	0.21	0.20	0.01	727.19	0.22	0.01	734.64

Equipment default values for horsepower and hours/day can be overridden in cells D403 through D436 and F403 through F436.

Equipment	User Override of Horsepower	Default Values Horsepower	User Override of Hours/day	Default Values Hours/day
Aerial Lifts		63		8
Air Compressors		78		8
Bore/Drill Rigs		221		8
Cement and Mortar Mixers		9		8
Concrete/Industrial Saws		81		8
Cranes		231		8
Crawler Tractors		212		8
Crushing/Proc. Equipment		85		8
Excavators		158		8
Forklifts		89		8
Generator Sets		84		8
Graders		167		8
Off-Highway Tractors		124		8
Off-Highway Trucks		402		8
Other Construction Equipment		172		8
Other General Industrial Equipment		88		8
Other Material Handling Equipment		168		8
Pavers		130		8
Paving Equipment		132		8
Plate Compactors		8		8
Pressure Washers		13		8
Pumps		84		8
Rollers		80		8
Rough Terrain Forklifts		100		8
Rubber Tired Dozers		247		8
Rubber Tired Loaders		203		8
Scrapers		367		8
Signal Boards		6		8
Skid Steer Loaders		65		8
Surfacing Equipment		283		8
Sweepers/Scrubbers		64		8
Tractors/Loaders/Backhoes		97		8
Trenchers		78		8
Welders		46		8

END OF DATA ENTRY SHEET

Appendix B

Biological Resources Memo



Denise Duffy & Associates, Inc.

PLANNING AND ENVIRONMENTAL CONSULTING

April 9, 2020

Tad Stearn
Kimley-Horn |
824 Bay Avenue,
Suite 10, Capitola,
CA 95010

RE: North Fremont Street Transit Project

Dear Ms. Stern,

DENISE DUFFY & ASSOCIATES, Inc. (DD&A) was contracted to identify sensitive habitats and special status plant and wildlife species including potential environmentally sensitive habitat areas (ESHA) under the California Coastal Act within or adjacent to the North Fremont Street Transit Project (project) site. This assessment is a requirement of the Preliminary Environmental Study (PES) form provided to the City of Monterey (City) by the California Department of Transportation (Caltrans) on September 2, 2014. The project is located between Casa Verde Way in the City of Monterey and Kimball Avenue in the City of Seaside, California. A portion of the project site is located in the California Coastal Zone (Coastal Zone). This area is located near the intersection of North Fremont Street and Canyon Del Rey Boulevard and includes portions of the Seaside Coastal Zone's Laguna Grande Subarea and the Monterey Coastal Zone. Currently the City of Seaside has a certified Local Coastal Plan that is applicable to the project and the City of Monterey does not.

The project consists of the improvement to the roadway to increase bicyclist safety and provides a designated bus lane. Attached to this memo is a graphic which shows the extent and distribution of biological resources that have the potential to be impacted by the project and a project site plan. The project employs a pedestrian bridge to span all sensitive habitats and avoids impacts to biological resources through design. The project will avoid all impacts to biological resources, including potential ESHA.

METHODS

A biological survey was conducted by DD&A Associate Environmental Scientist, Jami Davis, on September 17, 2014. The purpose of the survey was to assess the environmental conditions, general habitat features, potential sensitive habitat features, any potential for special status species at the site and within the local vicinity, in order to inform the design of the project. Prior to the site visit, special status plant and wildlife species occurrence records in the United States Geological Survey Monterey quadrangle from the California Natural Diversity Data Base (CNDDDB) (California Department of Fish and Wildlife, 2014) and information regarding biological resources in the Seaside Land Use Plan were reviewed. Habitats within the project site were characterized in the field. An additional survey was conducted on April 6th to confirm the site conditions were consistent with the earlier survey.

RESULTS

The project site is located within an urbanized area in the City of Monterey and a small portion of the City of Seaside. Because the vast majority of the project site is developed, the field survey focused on the open space areas located near the intersection of North Fremont Street and Canyon Del Rey Boulevard. This area is part of the Laguna Grande Park. While portions of the park have high biological values, the portion immediately adjacent to North Fremont Street is highly disturbed and regularly maintained. A

large portion of the area is denuded or covered with large piles of woodchips from trees that were removed on-site or from other locations. The remainder of this area is a maintained garden and horticultural setting, planted with native and non-native plants, shrubs and trees; disturbed riparian; and oak woodland.

The native plant garden is present at the corner of North Fremont Street and Canyon Del Rey Boulevard, which includes species such as coast live oak (*Quercus agrifolia*), black sage (*Salvia mellifera*), and two buckwheat species (*Eriogonum* sp.). No special status plants were identified within the garden. One species present, dune buckwheat (*E. parvifolium*), is the host plant for the federally listed Smith's blue butterfly (*Euphilotes enoptes smithi*); however, these individuals are horticultural plantings in an urban horticultural setting, and as such are unlikely to support the Smith's blue butterfly (Arnold, 1983). No other habitat for special-status wildlife species is present within the garden.

Riparian vegetation is present adjacent to the Canyon Del Rey Creek channel and includes Arroyo willow (*Salix lasiolepis*) and blackberry (*Rubus* sp.) (Figure 1). The portion of the riparian habitat on the north and east slopes of the channel has been significantly disturbed as a result of adjacent development and on-going management specific to homeless encampments. The oak woodland area¹ is dominated by coast live oak trees with an understory of blackberry and non-native English ivy (*Hedera helix*) and periwinkle (*Vinca* sp.).

Canyon Del Rey Creek runs through the project site. The creek runs into a culvert just south of Safeway, which daylight just north of North Fremont Street. The open channel begins approximately 50 feet from the edge of the roadway. The channel is approximately 15 feet wide at the culvert, but quickly narrows to approximately six feet wide. The creek runs in the open channel for about 140 feet before entering another culvert, and again daylighting closer to Laguna Grande Lake.

CONCLUSION

Sensitive resources within the area evaluated include riparian and oak woodland habitats, and Canyon Del Rey Creek (Figure 1). Riparian habitat is regulated by the California Department of Fish and Wildlife (Department) under their Lake and Streambed Alteration Program and is also potentially an Environmentally Sensitive Habitat Area (ESHA) where it occurs within the Coastal Zone. Oak woodland habitat is identified in the Seaside Land Use Plan as potential ESHA. Canyon Del Rey Creek is potentially waters of the U.S. and/or waters of the state, which are regulated under the Clean Water Act by the Army Corps of Engineers (ACOE) and Regional Water Quality Control Board, respectively. Within the Coastal Zone, waters of the U.S. and state are also potentially ESHA. No wetlands or special status plants or wildlife were identified within the project site or vicinity and none are expected to occur based on lack of vegetation and the urbanized and disturbed nature of the area.

Figure 1 identifies the location of the potential ESHA within the vicinity of the project site. The current site plan shows avoidance of any impacts to these resources. As a result, there are no impacts to biological resources and no regulatory permitting required. It is recommended that the following avoidance measures are made project conditions to ensure total avoidance of biological resources during construction:

1. A qualified biological monitor shall supervise the installation of protective fencing for all sensitive biological resources adjacent to the project site prior to the initiation of construction.
2. A qualified biological monitor shall continue to monitor the site through construction as necessary to ensure the contractor is maintaining the fencing and containing all project activities outside of fenced biological resources.

If you have any questions or comments please feel free to contact me.

Sincerely,

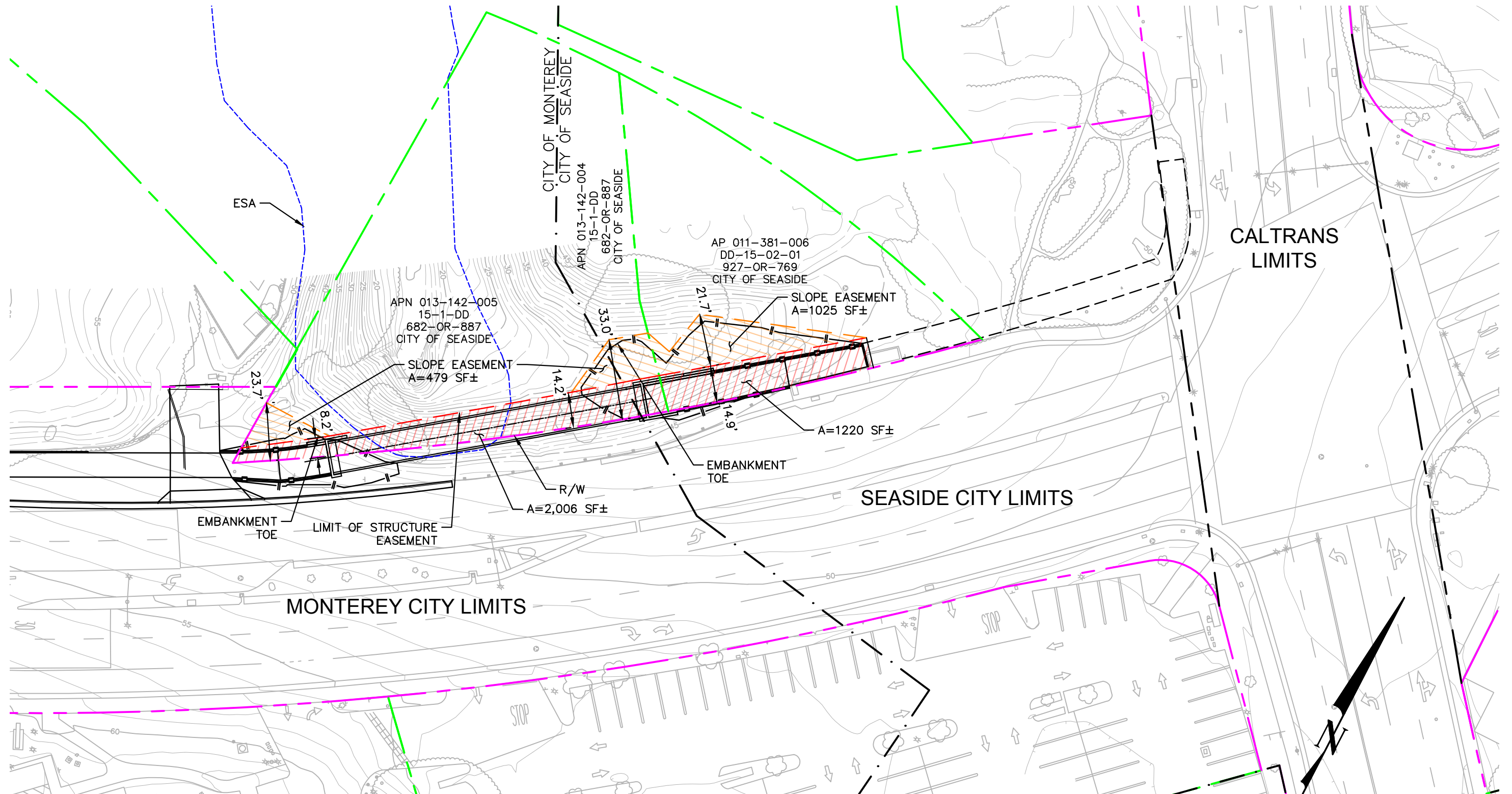
A handwritten signature in black ink that reads "Jami Davis". The signature is fluid and cursive, with the first name "Jami" and last name "Davis" clearly legible.

Jami Davis
Associate Environmental Scientist
jdavis@ddaplanning.com

REFERENCES CITED:

Arnold, R.A., 1983. Ecological studies of six endangered butterflies (Lepidoptera: Lycaenidae): Island biogeography, patch dynamics, and design of habitat preserves. Univ. Calif. Publ. Entomology 99: 1-161.

California Department of Fish and Wildlife. 2014. California Natural Diversity Data Base. Available online at: <https://www.dfg.ca.gov/biogeodata/cnddb/>



N. FREMONT GAP CLOSURE - EASEMENT EXHIBIT MARCH 2020

Appendix C
Cultural Resources Report

ARCHAEOLOGICAL CONSULTING

**P.O. BOX 3377
SALINAS, CA 93912
(831) 422-4912**

PHASE 1 ARCHAEOLOGICAL SURVEY FOR THE NORTH FREMONT BOULEVARD PEDESTRIAN, BICYCLE, AND TRANSIT PROJECT, MONTEREY AND SEASIDE, MONTEREY COUNTY, CALIFORNIA

by

Mary Doane, B.A., and Gary S. Breschini, Ph.D., RPA

December 5, 2014

Prepared for

Denise Duffy & Associates

SUMMARY: PROJECT 5035

RESULTS: NEGATIVE

LINEAR: <1 MILE

SITES: NONE

UTMG: NE 6.0292/40.5090 TO SW 6.0181/40.5050

MAP: USGS 7.5 MINUTE SEASIDE QUADRANGLE

For Planning Department:

	Yes	No	N/A	See text
Evidence of: Sacred/Religious site	—	<u>X</u>	—	—
Native American Remains	—	<u>X</u>	—	—
Anything of Archaeological Significance	—	<u>X</u>	—	—
Findings of Historical Significance	—	<u>X</u>	—	—

INTRODUCTION

In October 2014 Archaeological Consulting was authorized by Josh Harwayne of Denise Duffy & Associates to prepare a Phase 1 Archaeological Survey report for a project on North Fremont Boulevard in Monterey and Seaside, Monterey County, California.

As part of our methodology in the preparation of this report, we have conducted: 1) a background records search at the Northwest Information Center of the California Historical Resources Information System (CHRIS), located at Sonoma State University; 2) A Sacred Lands File Search with the Native American Heritage Commission and consultation with locally affiliated Native Americans, and 3) a field survey of the project area. The following report contains the results of these investigations as well as our conclusions and recommendations.

PROJECT LOCATION AND DESCRIPTION

The project proposes Pedestrian, Bicycle and Transit improvements to North Fremont Boulevard, in the Cities of Monterey and Seaside, Monterey County, California (see Maps 1 and 2, and APE Maps 1-8). The Universal Transverse Mercator Grid (UTMG) coordinates for the approximate ends of the project area are as follows: NE 6.0292/40.5090 to SW 6.0181/40.5050 on the USGS 7.5 minute Seaside Quadrangle (1947; photo-revised 1983).

At the time of the field assessment, the project APE was paved. Soil was visible adjacent to the pavements adjacent to many parts of the APE. Overall, soil visibility was considered adequate for the purposes of this survey.

PROJECT METHODOLOGY

The methodology used in the preparation of this report included three primary steps, as follows:

Background Research

The background research for this project included an examination of the archaeological site records, maps, and project files of the Northwest Information Center of the California Historical Resources Information System, located at Sonoma State University. In addition, our extensive files and maps were examined for supplemental information, such as mention of historic or prehistoric resources in the general area. These literature searches are undertaken to determine the locations and nature of any recorded archaeological resources in and near to the project area, and the scope and findings of any previous archaeological research or reconnaissance projects.

Established by the California Office of Historic Preservation, the regional Information Centers are the local repository for all archaeological reports prepared under cultural resource management regulations. A background literature search at the appropriate regional Information Center is required by state guidelines and current professional standards. Following completion of a project, a copy of the report must be deposited with that organization.

Native American Consultation

A Sacred Lands search was initiated with the Native American Heritage Commission on October 3, 2014. The search was completed on November 14, 2014. The commission recommended consultation with locally affiliated Native Americans and provided a list of individuals from several bands to contact for such consultation. Initial contact was made by mail or email, followed by telephone if a timely response was not received.

Field Survey

The field survey, conducted by Mary Doane and Gina Kay on October 9, 2014, consisted of a “general surface reconnaissance” of all areas adjacent to the paved APE which could reasonably be expected to contain visible cultural resources and which could be viewed without major vegetation removal or excavation.

RESULTS OF THE ASSESSMENT

Background Research

The project area lies within the currently recognized ethnographic territory of the Costanoan (often called Ohlone) linguistic group. Discussions of this group and their territorial boundaries can be found in Breschini, Haversat, and Hampson (1983), Kroeber (1925), Levy (1978), Margolin (1978), and other sources. In brief, the group followed a general hunting and gathering subsistence pattern with partial dependence on the natural acorn crop. Habitation is considered to have been semi-sedentary and occupation sites can be expected most often at the confluence of streams, other areas of similar topography along streams, or in the vicinity of springs. These original sources of water may no longer be present or adequate. Also, resource gathering and processing areas and associated temporary campsites are frequently found on the coast and in other locations containing resources utilized by the group. Factors, which may influence the locations of these sites, include the presence of suitable exposures of rock for bedrock mortars or other milling activities, ecotones, the presence of specific resources (oak groves, marshes, quarries, game trails, trade routes, etc.), proximity to water, and the availability of shelter. Temporary camps or other activity areas can also be found along ridges or other travel corridors.

Research of the files at the Northwest Information Center and the review of our records and maps found no prehistoric archaeological sites and seven historic

cultural resources recorded within one kilometer of the project area. These resources include several structures within the Naval Postgraduate School as well as the Old Del Monte Hotel historic district within the Naval Postgraduate School. The Southern Pacific Railroad and the Del Rey Oaks PG&E transmission tower are also recorded as historic resources.

The Fremont Boulevard alignment appears on the 1913 USGS Monterey Quadrangle. The 1941 USGS Monterey Quadrangle depicts structures, mostly along the north side of the alignment, bordering the current project APE.

Several previous studies have included or touched on the project area (Sawyer et al. 2000; Doane and Haversat 2006; Doane and Breschini 2006, 2007, and 2009; Holm, Chao and Holson 2011). No resources were found in the project APE during previous surveys.

Native American Consultation

A Sacred Lands File Search was initiated on October 3, 2014. The response was not received until November 14. On November 17 consultation requests were sent to the various Native Americans on the list provided by the NAHC. Three consultants responded by email. We called and talked to several more and left voice mail messages with the rest on December 4, 2014. No new information was provided by the several consultants.

Field Research

None of the materials frequently associated with prehistoric cultural resources in this area (dark midden soil containing fragments of weathered marine shell, flaked or ground stone, bone fragments, fire-affected rock, etc.) were observed during the field survey.

There was no surface evidence of potentially significant historic period archaeological resources seen within the project APE

The small areas of visible soil adjacent to pavements were tan to white sand that contained many imported rocks and other fill materials.

CONCLUSIONS AND RECOMMENDATIONS

Based upon the background research and the field assessment, we have concluded that the project APE contains no evidence of significant cultural resources. For this reason we make the following recommendation:

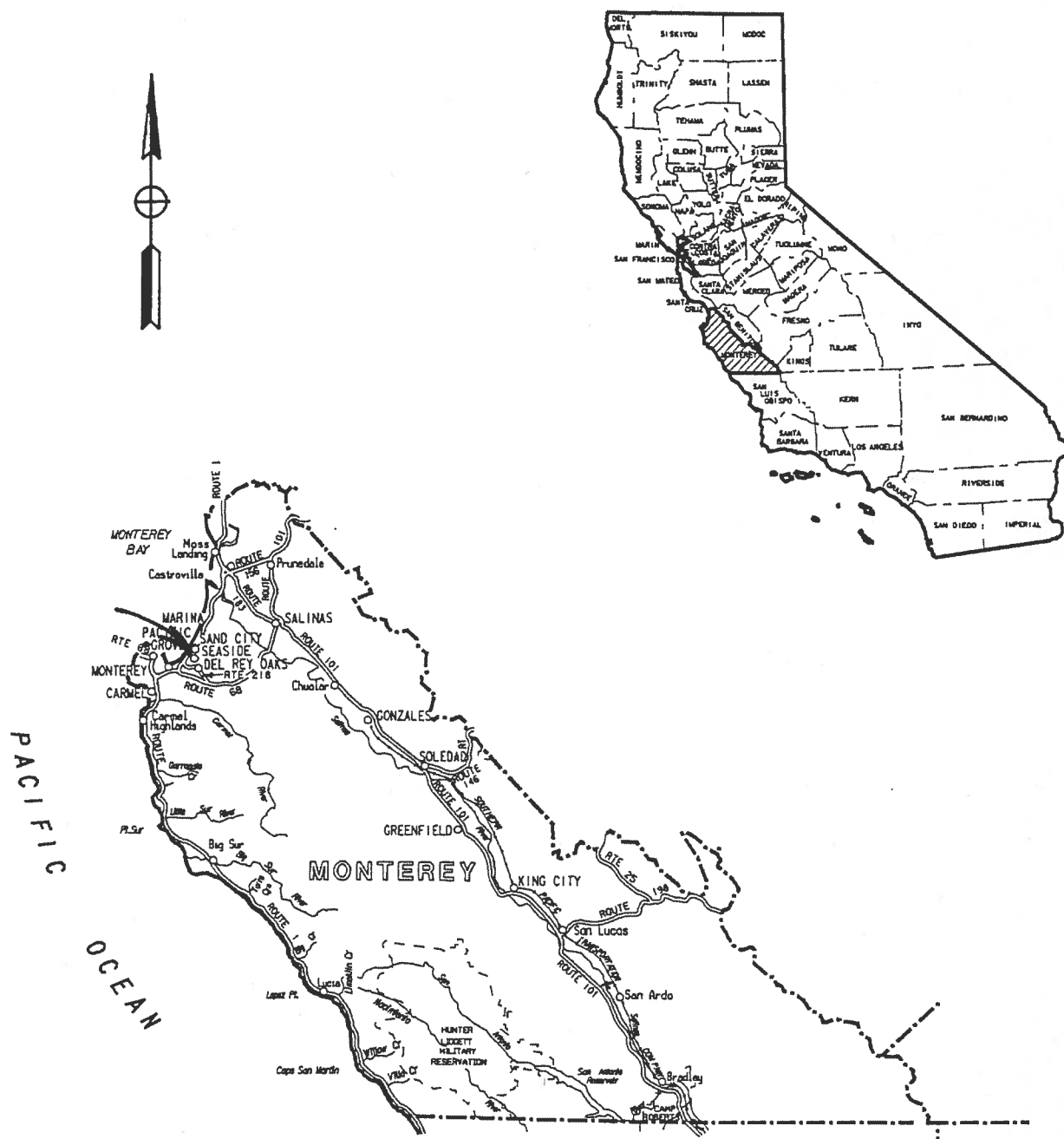
- The proposed North Fremont Boulevard project should not be delayed for archaeological reasons.

Because of the possibility of unidentified (e.g., buried) cultural resources being found during any earth disturbance, we recommend that the following standard language, or the equivalent, be included in any permits issued for the project:

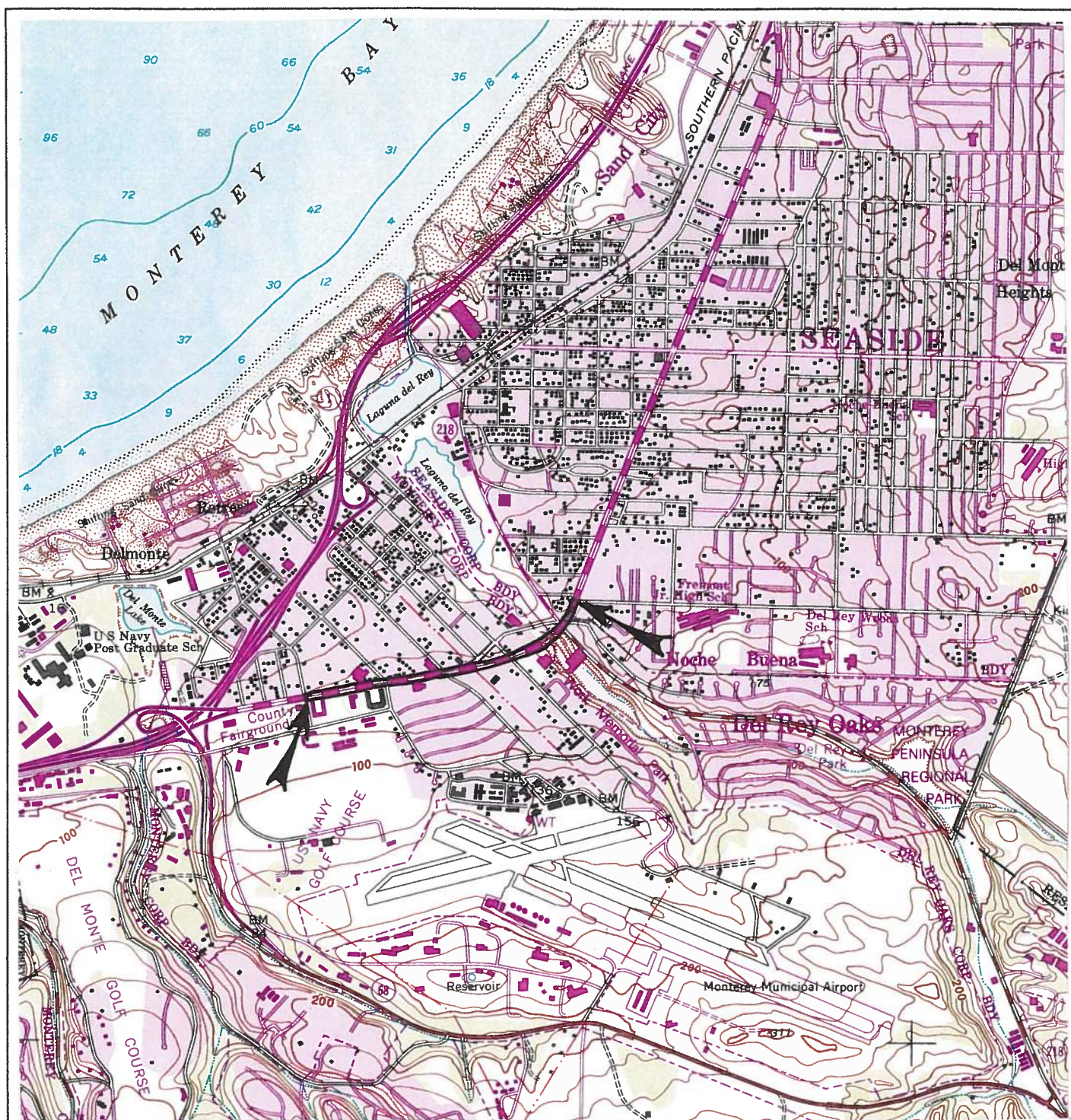
- If potentially significant archaeological or historic resources are accidentally discovered during construction, work shall be halted until the find is evaluated by a qualified professional archaeologist. If the find is determined to be significant, appropriate mitigation measures shall be formulated, with the approval of the lead agency, and implemented.

REFERENCES

- Breschini, G. S., T. Haversat, and R. P. Hampson
 1983 **A Cultural Resources Overview of the Coast and Coast-Valley Study Areas [California].** Coyote Press, Salinas.
- Doane, M. and G. S. Breschini
 2007 *Phase 1 Archaeological Reconnaissance for the Marina Coast Water District, Regional Urban Water Augmentation Project, Recycled Water Component, Northern Segment, in Marina, Ord Community, Seaside and Monterey, Monterey, Monterey County, California.* Report on file with the Northwest Information Center, Sonoma State University.
 2009 *Preliminary Archaeological Reconnaissance for the California-American Water Company Improvement Project 1, PRV Stations in the Coastal Zone, In Monterey and Seaside, Monterey County, California.* Report on file with the Northwest Information Center, Sonoma State University.
- Doane, M. and T. Haversat
 2006 *Phase 1 Archaeological Reconnaissance for the Marina Coast Water District, Regional Urban Water Augmentation Project, Recycled Water Component, Northern Segment, in Marina and Seaside, Monterey, Monterey County, California.* Report on file with the Northwest Information Center, Sonoma State University.
- Holm, L., K. Chao and J. Holson
 2011 *Archaeological Assessment for the City of Monterey 2011 Sewer Rehabilitation Project, Monterey County, California.* Report on file with the Northwest Information Center, Sonoma State University.
- Kroeber, A. L.
 1925 Handbook of the Indians of California. **Bureau of American Ethnology Bulletin 78.**
- Levy, R.
 1978 Costanoan. Pp. 485-495 in **Handbook of North American Indians, Vol. 8, California.** Smithsonian Institution, Washington, D.C.
- Margolin, M.
 1978 **The Ohlone Way.** Heyday Books, Berkeley.



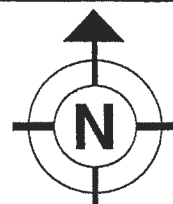
Map 1. Project Vicinity



from USGS 7.5 Minute Seaside Quadrangle

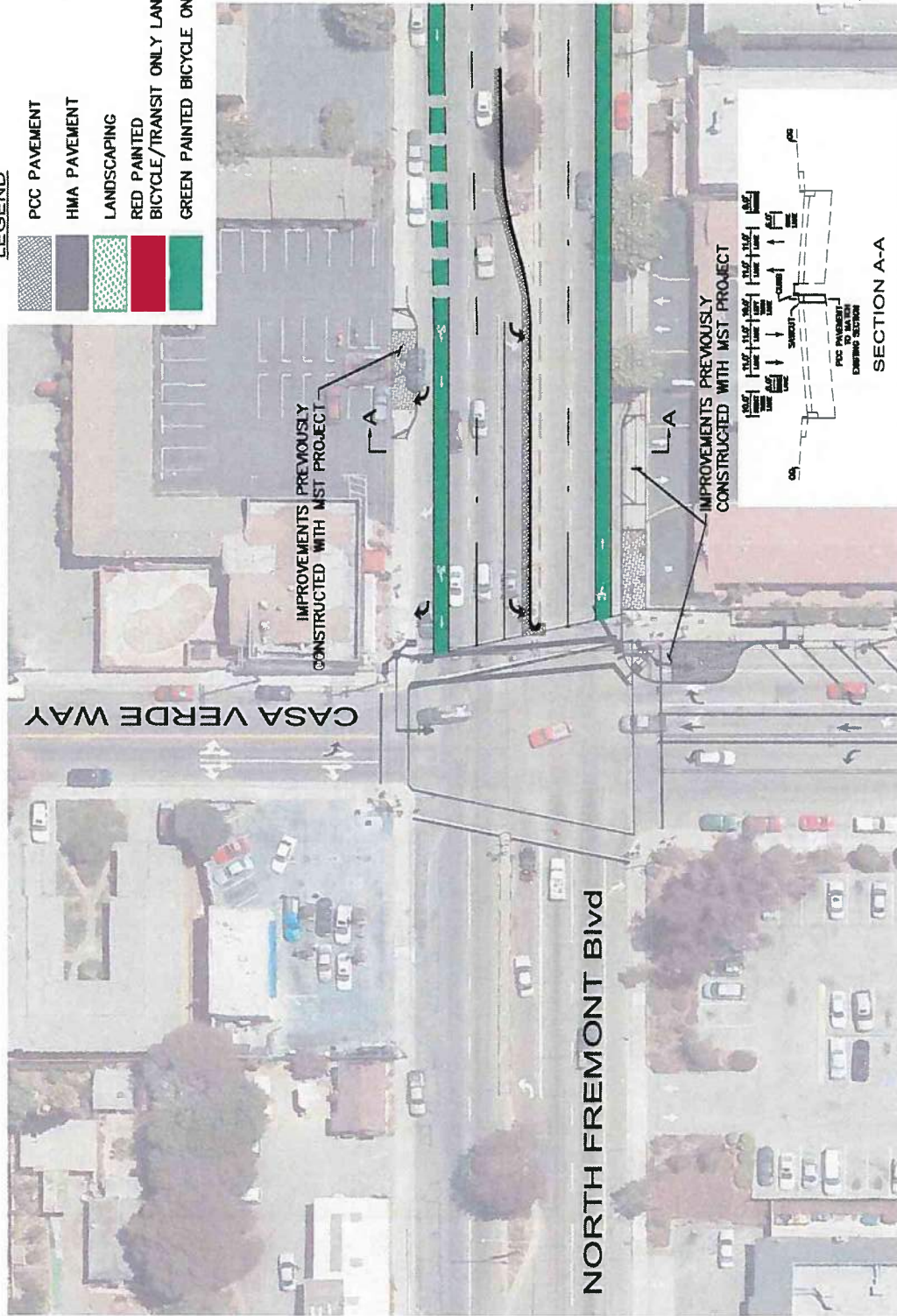


Miles



Map 2. Project Location

- LEGEND**
- PCC PAVEMENT
 - HMA PAVEMENT
 - LANDSCAPING
 - RED PAINTED BICYCLE/TRANSIT ONLY LANE
 - GREEN PAINTED BICYCLE ONLY LANE



North Fremont Boulevard Pedestrian, Bicycle, and Transit Concepts
Sheet 1 of 8

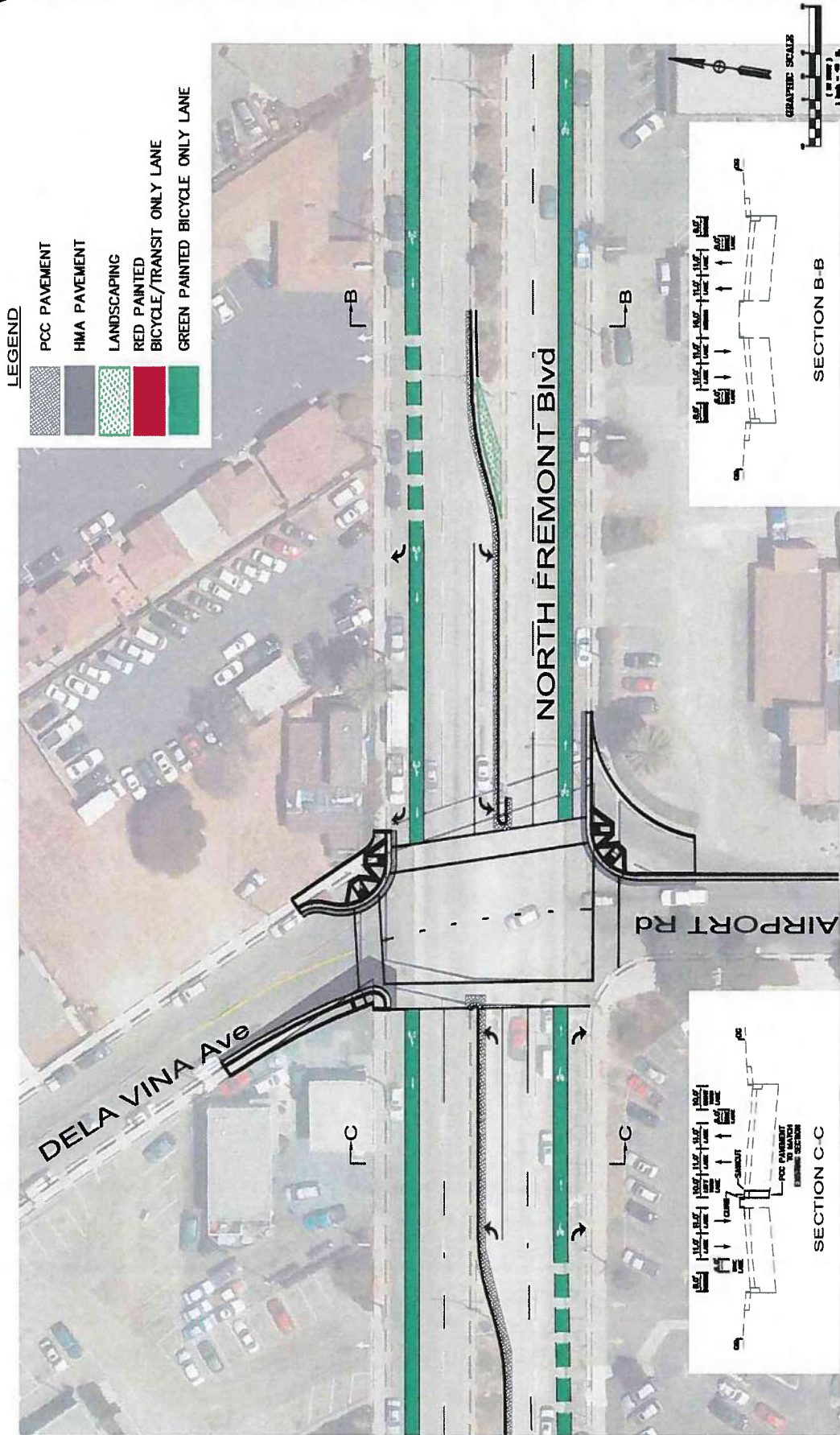
- LEGEND**
- PCC PAVEMENT
 - HMA PAVEMENT
 - LANDSCAPING
 - RED PAINTED BICYCLE/TRANSIT ONLY LANE
 - GREEN PAINTED BICYCLE ONLY LANE



North Fremont Boulevard Pedestrian, Bicycle, and Transit Concepts
Sheet 2 of 8

May 2014

Kimley»Horn



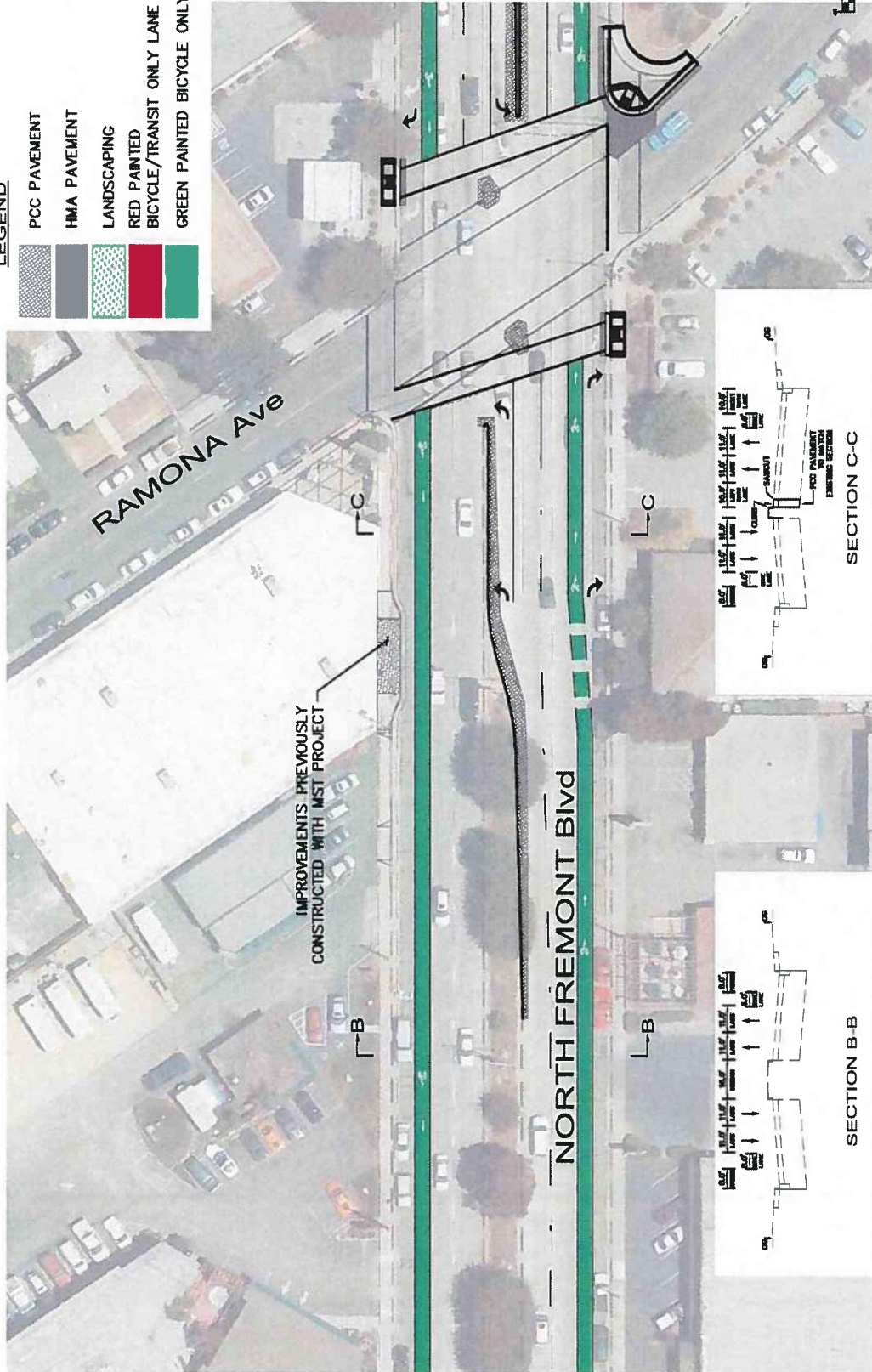
North Fremont Boulevard Pedestrian, Bicycle, and Transit Concepts

Sheet 3 of 8

May 2014

Kimley»Horn

- LEGEND**
- PCC PAVEMENT
 - HMA PAVEMENT
 - LANDSCAPING
 - RED PAINTED BICYCLE/TRANSIT ONLY LANE
 - GREEN PAINTED BICYCLE ONLY LANE

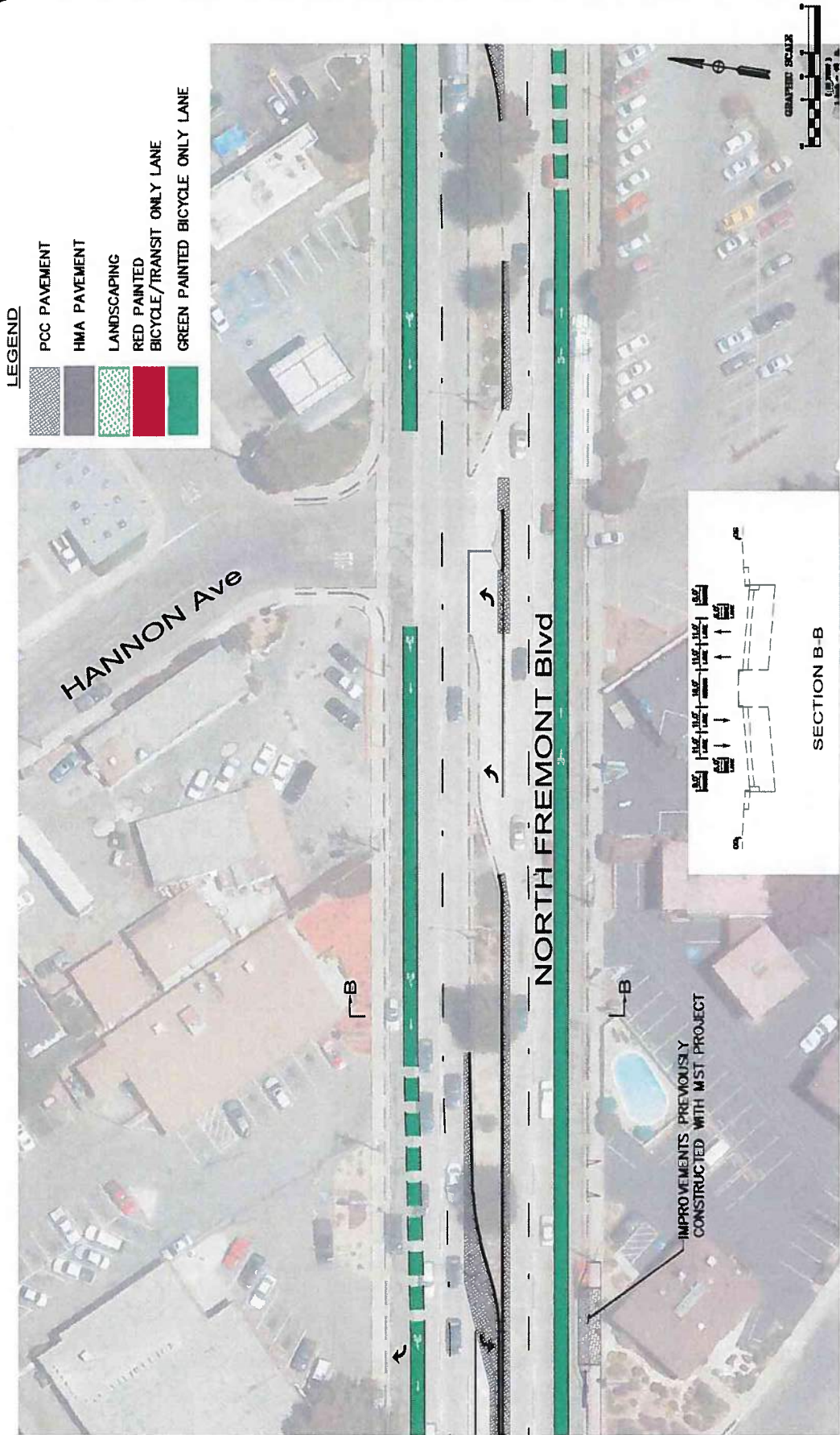


North Fremont Boulevard Pedestrian, Bicycle, and Transit Concepts

Sheet 4 of 8

Kimley»Horn

May 2014



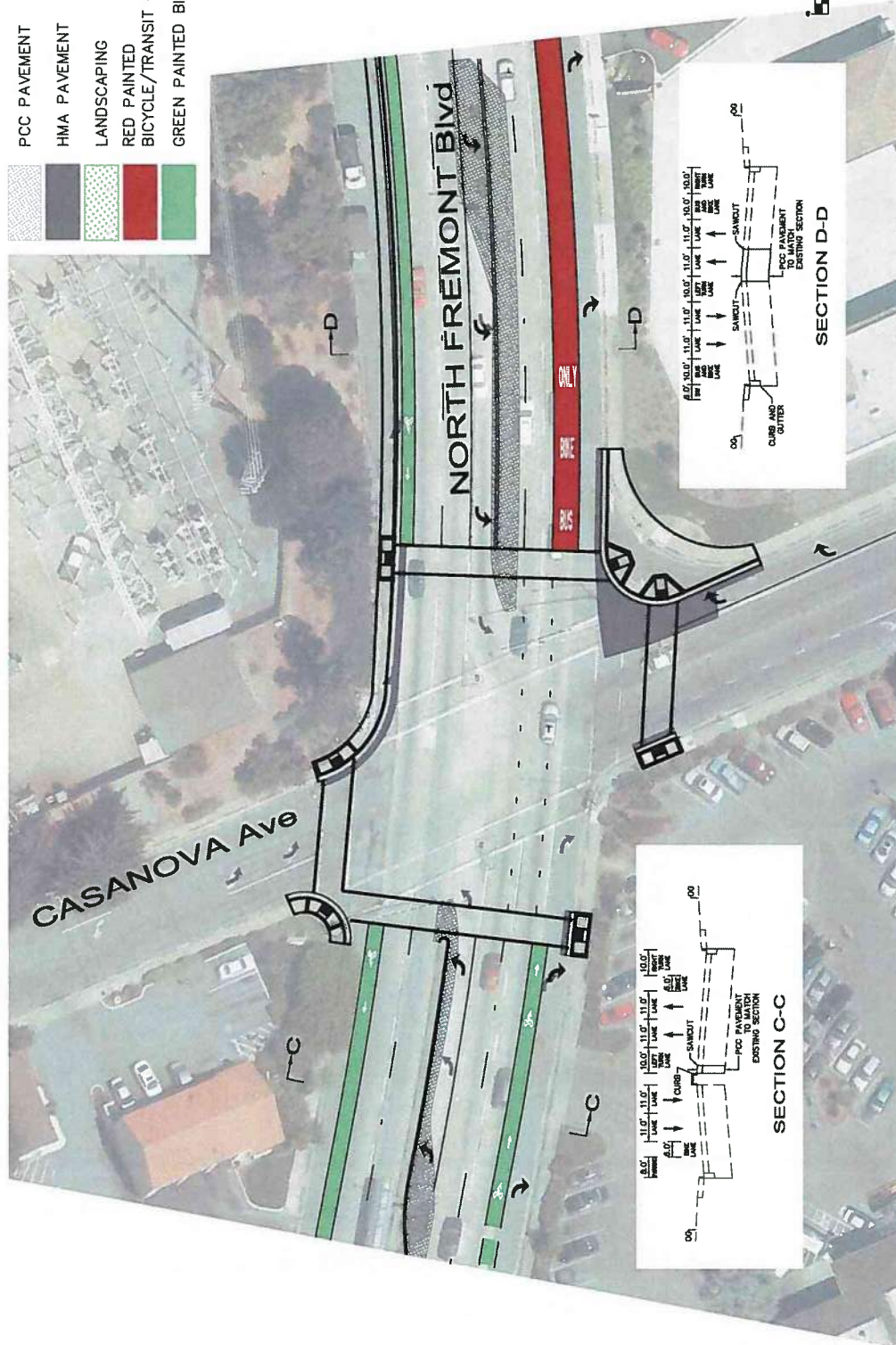
North Fremont Boulevard Pedestrian, Bicycle, and Transit Concepts

Sheet 5 of 8

May 2014

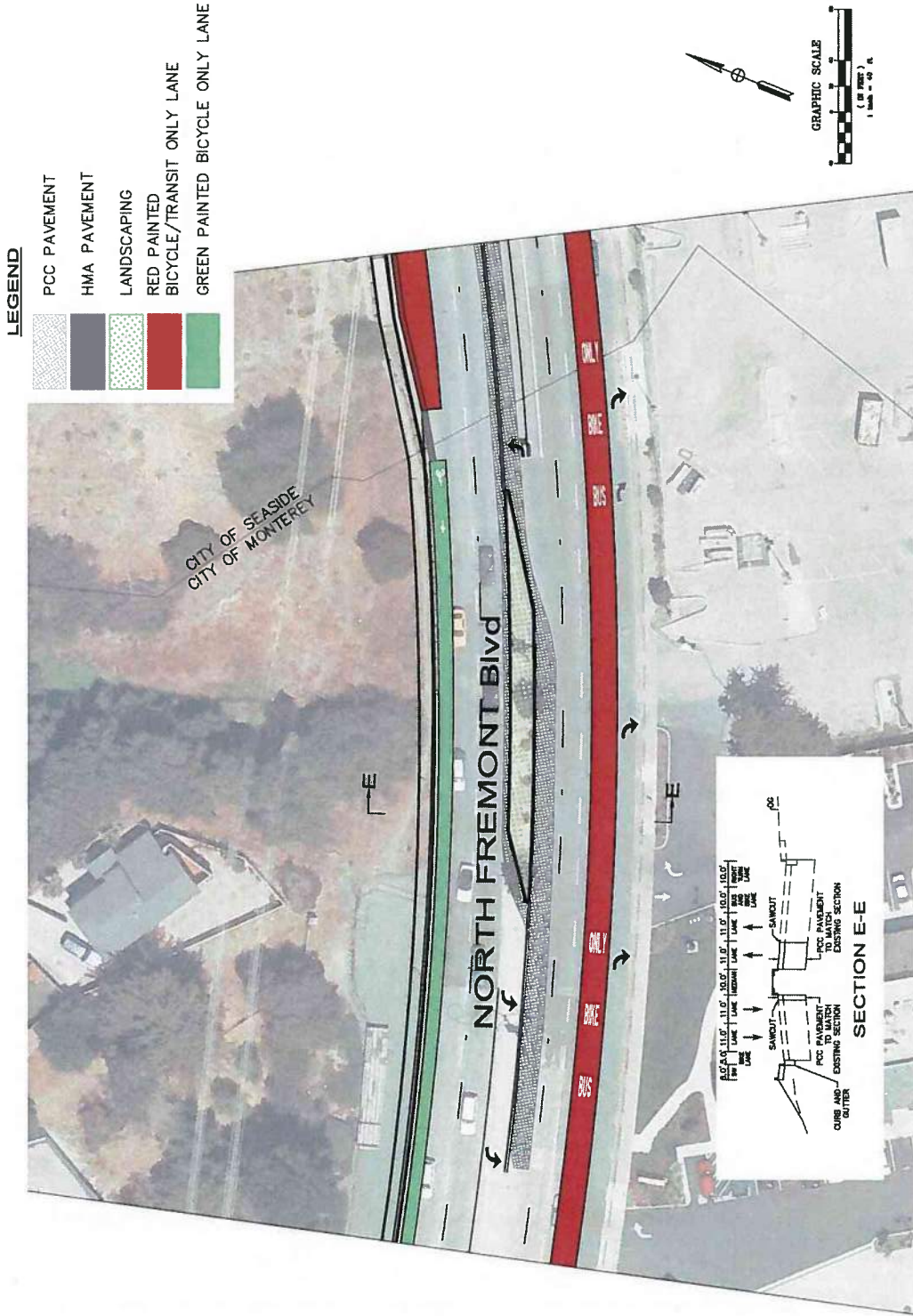
Kimley»Horn

- LEGEND**
- PCC PAVEMENT
 - HMA PAVEMENT
 - LANDSCAPING
 - RED PAINTED BICYCLE/TRANSIT ONLY LANE
 - GREEN PAINTED BICYCLE ONLY LANE



North Fremont Boulevard Pedestrian, Bicycle, and Transit Concepts - Option A
Sheet 6 of 8

August 2014
Kimley»Horn

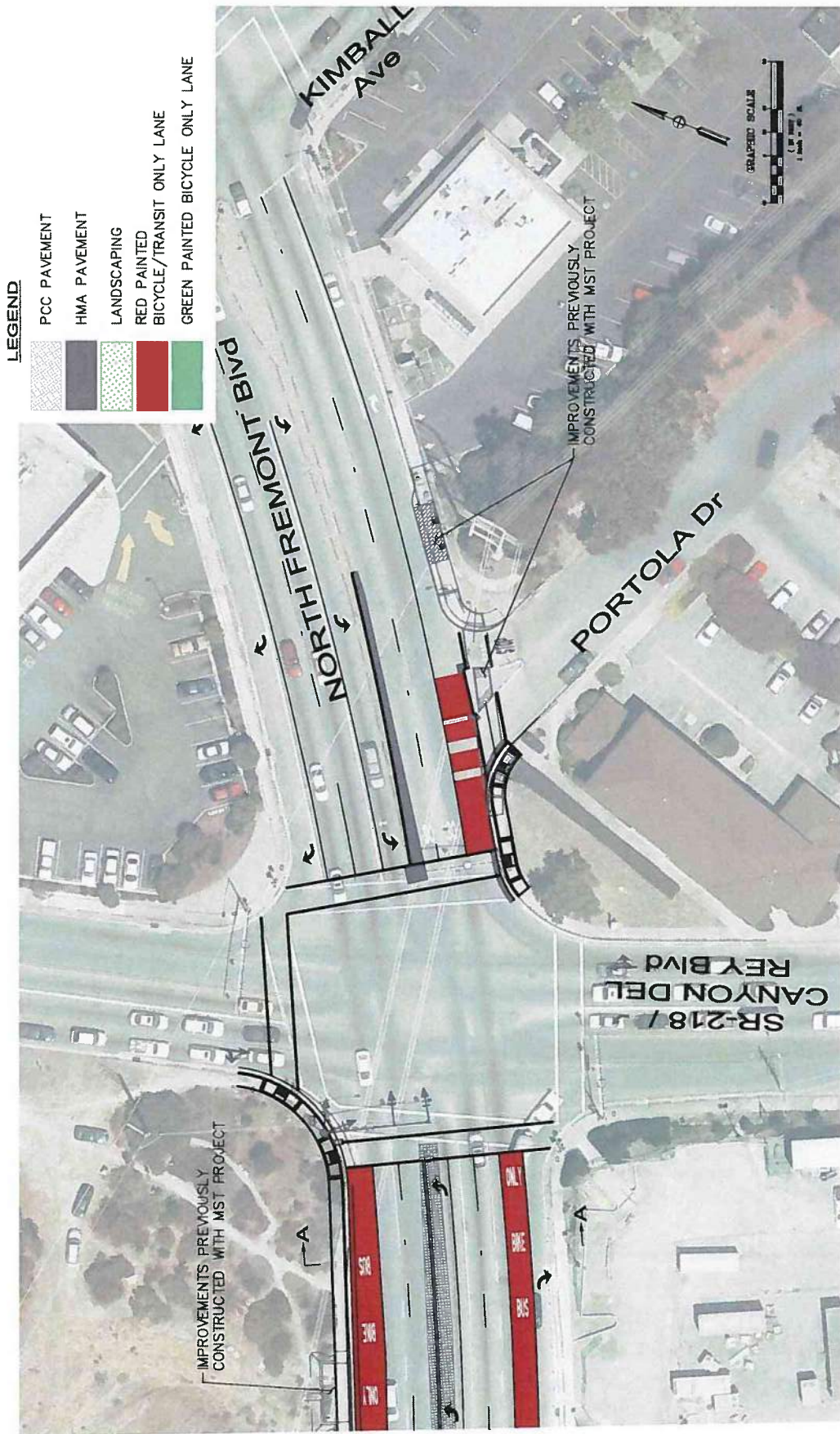


North Fremont Boulevard Pedestrian, Bicycle, and Transit Concepts - Option A

Sheet 7 of 8

August 2014

Kimley»Horn



North Fremont Boulevard Pedestrian, Bicycle, and Transit Concepts - Option A

Sheet 8 of 8

August 2014

Kimley»Horn

Attachment 1

CHRIS DOCUMENTATION

CALIFORNIA
HISTORICAL
RESOURCES
INFORMATION
SYSTEM



ALAMEDA
COLUSA
CONTRA COSTA
DEL NORTE

HUMBOLDT
LAKE
MARIN
MENDOCINO
MONTEREY
NAPA
SAN BENITO

SAN FRANCISCO
SAN MATEO
SANTA CLATA
SANTA CRUZ
SOLANO
SONOMA
YOLO

Northwest Information Center
Sonoma State University
150 Professional Center Drive, Suite E
Rohnert Park, California 94928-3609
Tel: 707.588.8455
nwic@sonoma.edu
<http://www.sonoma.edu/nwic>

10/16/2014

NWIC File No.: 14-0423

Mary Doane
Archaeological Consulting
P.O. Box 3377
Salinas, CA 93912

re: AC 5028, 5034, & 5035

The Northwest Information Center received your record search request for the project area referenced above, located on the Santa Cruz, Marina, & Seaside USGS 7.5' quads. The following reflects the results of the records search for the project area and a 0.6 mile radius:

As indicated on the data request form, the locations of resources & reports are provided in the following format: ☒ custom GIS maps ☐ shapefiles ☐ hand-drawn maps

Resources within project areas:	None
Resources within 0.6 mile radius:	1. 2. 3. AC 5035: P-27-2923, 2947, 2946, 2948, 3248, & 3097.
Reports within project area:	1. 2. 3. AC 5035: S-27043, 33677, 36108, 38728, & 22657.
Other Reports within records search radius:	S-18217, 848, 9462, 36513, 15529, 3671, & 5536.. These reports are classified as Other Reports; reports with little or no field work or missing maps. The electronic maps do not depict study areas for these reports. In addition, you have not been charged digitized shape fees for the studies.

Resource Database Printout (list): ☒ enclosed ☐ not requested ☐ nothing listed

Resource Database Printout (details): ☐ enclosed ☒ not requested ☐ nothing listed

Resource Digital Database Records: ☐ enclosed ☒ not requested ☐ nothing listed

Report Database Printout (list): ☒ enclosed ☐ not requested ☐ nothing listed

Report Database Printout (details): ☐ enclosed ☒ not requested ☐ nothing listed

Report Digital Database Records: ☐ enclosed ☒ not requested ☐ nothing listed

Resource Record Copies: ☐ enclosed ☒ not requested ☐ nothing listed

Report Copies: ☐ enclosed ☒ not requested ☐ nothing listed
OHP Historic Properties Directory: ☒ enclosed ☐ not requested ☐ nothing listed
Archaeological Determinations of Eligibility: ☐ enclosed ☐ not requested ☒ nothing listed
CA Inventory of Historic Resources (1976): ☐ enclosed ☐ not requested ☒ nothing listed

Caltrans Bridge Survey: ☐ enclosed ☒ not requested ☐ nothing listed
Ethnographic Information: ☐ enclosed ☒ not requested ☐ nothing listed
Historical Literature: ☐ enclosed ☒ not requested ☐ nothing listed
Historical Maps: ☒ enclosed ☐ not requested ☐ nothing listed
Local Inventories: ☐ enclosed ☐ not requested ☒ nothing listed
GLO and/or Rancho Plat Maps: ☒ enclosed ☐ not requested ☐ nothing listed
Shipwreck Inventory: ☐ enclosed ☒ not requested ☐ nothing listed
Soil Survey Maps: ☐ enclosed ☒ not requested ☐ nothing listed

***Notes:**

- Copied the HPD index pages that included properties on Ocean St & Fremont Blvd (there were no properties on Monterey Rd).
- The invoice will be kept open until 10/23/14.

Please forward a copy of any resulting reports from this project to the office as soon as possible. Due to the sensitive nature of archaeological site location data, we ask that you do not include resource location maps and resource location descriptions in your report if the report is for public distribution. If you have any questions regarding the results presented herein, please contact the office at the phone number listed above.

The provision of CHRIS Data via this records search response does not in any way constitute public disclosure of records otherwise exempt from disclosure under the California Public Records Act or any other law, including, but not limited to, records related to archeological site information maintained by or on behalf of, or in the possession of, the State of California, Department of Parks and Recreation, State Historic Preservation Officer, Office of Historic Preservation, or the State Historical Resources Commission.

Due to processing delays and other factors, not all of the historical resource reports and resource records that have been submitted to the Office of Historic Preservation are available via this records search. Additional information may be available through the federal, state, and local agencies that produced or paid for historical resource management work in the search area. Additionally, Native American tribes have historical resource information not in the CHRIS Inventory, and you should contact the California Native American Heritage Commission for information on local/regional tribal contacts.

Should you require any additional information for the above referenced project, reference the record search number listed above when making inquiries. Requests made after initial invoicing will result in the preparation of a separate invoice.

Thank you for using the California Historical Resources Information System (CHRIS).

Sincerely,

Lisa Hagel
Researcher

Attachment 2

NATIVE AMERICAN CONSULTATION

ARCHAEOLOGICAL CONSULTING

P.O. BOX 3377
SALINAS, CA 93912
(831) 422-4912
Fax (831) 422-4913
December 5, 2014
AC 5035

Josh Harwayne
Denise Duffy & Associates
947 Cass St., Suite 5
Monterey, CA 93940

Re: North Fremont Boulevard project

Dear Mr. Harwayne:

At your request we initiated a search of the sacred lands file with the Native American Heritage Commission (NAHC) on October 3, 2014. Attached please find a copy of the response, dated November 17, 2014 from Katy Sanchez of the NAHC. As you will see there was no specific site information found in their files regarding the project area, which lies within traditional Ohlone territory. She recommended that we make additional contacts with other Native American sources of information regarding the potential for cultural resources in the project area. Because these Native American peoples are not a federally recognized tribe, there is no single person or group who represents all of them. A sample copy of the letters regarding your project that were sent on November 24, 2014 to the Native American contacts on the NAHC list is also attached.

I have received an email response from Ed Ketchum, historian of the Amah Mutsun Tribal, who referred me to the Esselen Nation. I also received a response from Irenne Zwierlein and Michelle Zimmer of the Aman Mutsun Tribal Band of Mission San Juan Bautista. They recommend that construction crews be trained in cultural sensitivity and monitors when necessary.

I called the other consultants on December 4, 2014. Val Lopez referred me to the Esselen Nation for information. Tony Cerda of the Costanoan Rumsen Carmel Tribe requested information on any findings that may occur during the project. Ramona Garibay of the Trina Marine Ruano Family was unfamiliar with the area. Ann Marie Sayers of the Indian Canyon Band of Costanoan had no specific information or concerns with the project area. I left voice messages for Louise Miranda-Ramirez and Christianne Arias of the Ohlone/Coastanoan-Esselen Nation, and with Jakki Kehl.

Although the Native Americans offered no information specific to sites in the project area, they wish to know of any significant discoveries during the project. Because of their concern for the preservation of the cultural resources which comprise their heritage, the listed Native Americans should be informed of the of the discovery of any previously unknown cultural resources which may occur during the course of this project. A continuing sensitivity to their concerns and the inclusion of interested Native Americans in this project will be greatly appreciated by them.

If I should receive further information or requests for consultation from other Native Americans, I will provide a supplement to this summary letter.

Please feel free to call if you have any further questions or need additional information in this matter.

Yours truly,

Mary Doane

Mary Doane

Cc. Native American Heritage Commission

ARCHAEOLOGICAL CONSULTING

P.O. BOX 3377
SALINAS, CA 93912
(831) 422-4912
Fax (831) 422-4913
October 3, 2014

AC 5035

Debbie Pilas Treadway
State Of California
Native American Heritage Commission
Via email: nahc@nahc.ca.gov

Re: Sacred Lands File search request

Dear Debbie:

We have just started a Phase I Archaeological Survey for the proposed North Fremont Boulevard Project in Monterey and Seaside, Monterey County. We do not yet have the results of the CHRIS search for recorded archaeological sites in and near the project area.

We are contacting your office for information on possible Native American Sacred sites or concerns in the project area. Would you please search your Inventory of Sacred Lands to determine whether the project area contains any such resources in Township 15S/Range 1E (see attached map from the USGS 7.5 Minute Seaside Quadrangle).

We are prepared to contact local Native Americans for their comments on the proposed project area if you will provide us with the names and addresses on your current list for this part of Monterey County.

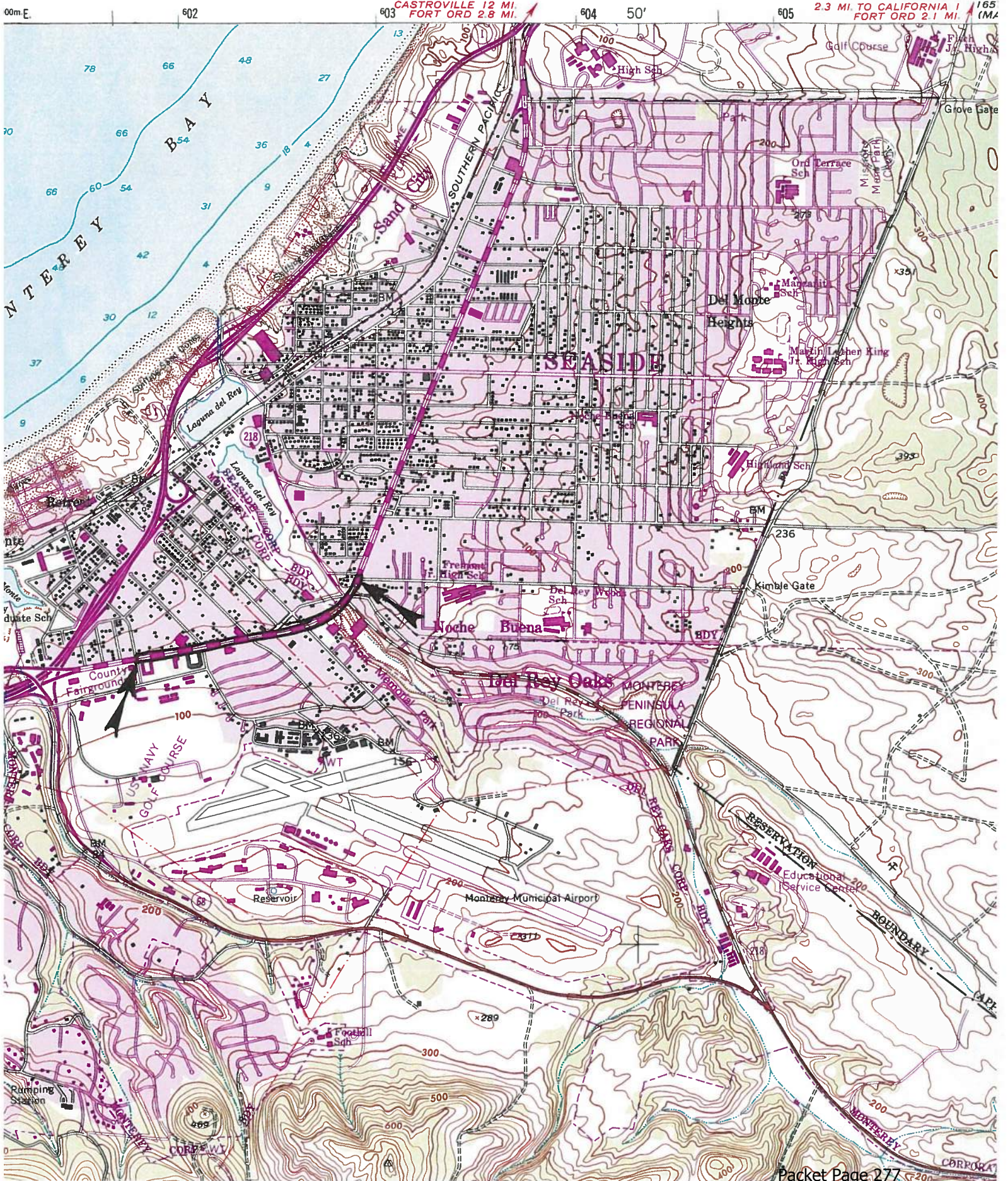
If you have any questions about this request, please do not hesitate to contact our office.

Yours truly,

A handwritten signature in black ink that reads "Mary Doane". The script is cursive and fluid, with the first letters of "Mary" and "Doane" being capitalized and prominent.

Mary Doane

Attachment



NATIVE AMERICAN HERITAGE COMMISSION

1550 Harbor Blvd., ROOM 100
West SACRAMENTO, CA 95691
(916) 373-3710
Fax (916) 373-5471



November 17, 2014

Mary Doane
ARCHAEOLOGICAL CONSULTING
P.O. Box 3377
Salinas, CA 93912
~~FAX: 831-422-4913~~ *MAILED*
Emailed: flame @ razzolink.com
RE: North Fremont Boulevard Project, Monterey County
3 Pages

Ms. Doane,

Government Code §65352.3 requires local governments to consult with California Native American tribes identified by the Native American Heritage Commission (NAHC) for the purpose of protecting, and/or mitigating impacts to cultural places in creating or amending general plans, including specific plans. Attached is a consultation list of tribes with traditional lands or cultural places located within the boundaries of the above project.

As a part of consultation, the NAHC recommends that local governments conduct record searches through the NAHC and California Historic Resources Information System (CHRIS) to determine if any cultural places are located within the area(s) affected by the proposed action. A *Sacred Lands File* search was completed with negative results. Local governments should be aware that records maintained by the NAHC and CHRIS are not exhaustive, and a negative response to these searches does not preclude the existence of a cultural place. A tribe may be the only source of information regarding the existence of a cultural place.

If you receive notification of change of addresses and phone numbers from tribes, please notify me. With your assistance we are able to assure that our consultation list contains current information.

If you have any questions, please contact me at my email address:
Katy.Sanchez@nahc.ca.gov.

Sincerely,

Katy Winston for
Katy Sanchez

Associate Government Program Analyst

cc: State Clearinghouse

**Native American Contacts
Monterey County
November 14, 2014**

Exhibit A

Jakki Kehi 720 North 2nd Street Patterson , CA 95363 jakkikehl@gmail.com 510-701-3975	Ohlone/Costanoan	Amah Mutsun Tribal Band Valentin Lopez, Chairperson P.O. Box 5272 Galt , CA 95632 vlopez@amahmutsun.org (916) 743-5833	Ohlone/Costanoan Northern Valley Yokuts
Coastanoan Rumsen Carmel Tribe Tony Cerda, Chairperson 240 E. 1st Street Pomona , CA 91766 rumsen@aol.com (909) 524-8041 Cell (909) 629-6081	Ohlone/Costanoan	Amah Mutsun Tribal Band of Mission San Juan Bautista Irenne Zwierlein, Chairperson 789 Canada Road Woodside , CA 94062 amahmutsuntribal@gmail.com (650) 400-4806 Cell (650) 332-1526 Fax	Ohlone/Costanoan
Ohlone/Coastanoan-Esselen Nation Louise Miranda-Ramirez, Chairperson P.O. Box 1301 Monterey , CA 93942 ramirez.louise@yahoo.com (408) 629-5189 (408) 205-7579 Cell	Esselen Ohlone/Costanoan	Ohlone/Coastanoan-Esselen Nation Christianne Arias, Vice Chairperson P.O. Box 552 Soledad , CA 93960 (831) 235-4590	Esselen Ohlone/Costanoan
Trina Marine Ruano Family Ramona Garibay, Representative 30940 Watkins Street Union City , CA 94587 soaprootmo@comcast.net (510) 972-0645	Ohlone/Costanoan Bay Miwok Plains Miwok Patwin	Amah Mutsun Tribal Band Edward Ketchum 35867 Yosemite Ave. Davis , CA 95616 aerieways@aol.com	Ohlone/Costanoan Northern Valley Yokuts

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of the statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

This list is only applicable for contacting locative Americans with regard to cultural resources for the proposed North Fremont Boulevard Project, Monterey County.

**Native American Contacts
Monterey County
November 14, 2014**

Exhibit A

Ohlone/Coastanoan-Esselen Nation
Pauline Martinez-Arias, Tribal Council woman
1116 Merlot Way Esselen
Gonzales , CA 93926 Ohlone/Costanoan
maklici0-us@gmail.com
(831) 596-9897

Indian Canyon Mutsun Band of Costanoan
Ann Marie Sayers, Chairperson
P.O. Box 28 Ohlone/Costanoan
Hollister , CA 95024
ams@indiancanyon.org
(831) 637-4238

Amah Mutsun Tribal Band of Mission San Juan Bautista
Michelle Zimmer
789 Canada Road Ohlone/Costanoan
Woodside , CA 94062
amahmutsuntribal@gmail.com
(650) 851-7747 Home
(650) 332-1526 Fax

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of the statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

This list is only applicable for contacting local Native Americans with regard to cultural resources for the proposed North Fremont Boulevard Project, Monterey County.

ARCHAEOLOGICAL CONSULTING

P.O. BOX 3377
SALINAS, CA 93912
(831) 422-4912
Fax (831) 422-4913

November 24, 2014

AC 5035

Tony Cerda
Coastanoan Rumsen Carmel Tribe
240 E. 1st St.
Pomona, CA 91766

Re: North Fremont Boulevard Project in Monterey and Seaside

Dear Tony:

We are in the process of completing a Phase I Archaeological Survey for the proposed North Fremont Boulevard Project in Monterey and Seaside Monterey County, California (see Map attached). The current project proposes pedestrian, bicycle and transit improvements within the existing Fremont Boulevard right-of-way.

The Northwest Information Center has found no prehistoric archaeological sites within the project area or within one kilometer of the project area. There are several historic resources recorded within one kilometer.

We are contacting you for additional information on Native American Sacred Lands or other native resources that may be in or near the project area and subject to project impacts. Please contact me at your earliest convenience with your response or concerns.

If you have any questions about this request, please do not hesitate to contact our office.

Yours truly,



Mary Doane

Attachment

00m.F

Exhibit A

165
(M4)

Notification of Consultation Opportunity, pursuant to Pub. Resources Code § 21080.3.1

Fernanda Roveri <roveri@monterey.org>

Tue 2/8/2022 10:53 AM

To: Fernanda Roveri <roveri@monterey.org>

Bcc: indiancanyon.kanyon@gmail.com <indiancanyon.kanyon@gmail.com>; rumsenama@gmail.com <rumsenama@gmail.com>; amahmutsuntribal@gmail.com <amahmutsuntribal@gmail.com>; ibojorquez@kakoontaruk.org <ibojorquez@kakoontaruk.org>; Ohlone_1@yahoo.com <Ohlone_1@yahoo.com>; kanyon@kanyonconsulting.com <kanyon@kanyonconsulting.com>; kwood8934@aol.com <kwood8934@aol.com>; Ramirez.louise@yahoo.com <Ramirez.louise@yahoo.com>; yanapvoic97@gmail.com <yanapvoic97@gmail.com>; Tom Little Bear Nason <tribalchairman@esselentribe.org>; rumsen@aol.com <rumsen@aol.com>; vlopez@amahmutsun.org <vlopez@amahmutsun.org>; Susan Morley <cultural-resources@esselentribe.org>; Jana Nason <tribaladmin@esselentribe.org>; Brenna Wheelis <brenna@esselentribe.org>; Cari Herthel <esselenspiritmedicine@gmail.com>

Dear Tribal Representative,

The purpose of this email is to satisfy the notification requirements of AB 52 at Pub. Resources Code § 21080.3.1. The City of Monterey has decided to undertake the following project.

Project Title: North Fremont Street Sidewalk Gap Closure Project

Lead Agency Name and Address: City of Monterey, 580 Pacific Street, Monterey, CA 93940

Contact Person, Email, and Phone Number: Fernanda Roveri, AICP, Principal Planner, roveri@monterey.org, (831) 242-8788

Project Location: The project is located at the east end of North Fremont Street (north side only) between Casanova Avenue and Canyon Del Rey Boulevard (State Route 218), on portions of APNs 013-142-004-000, 013-142-005-000, and 013-142-006-000, and on public right-of-way in the cities of Monterey and Seaside.

Project Sponsor's Name and Address: City of Monterey, 580 Pacific Street, Monterey, CA 93940

General Plan Designation: City of Monterey: Parks and Open Space; City of Seaside: Parks and Open Space

Zoning: City of Monterey: Open Space; City of Seaside: Open Space and Recreation

Description of Project: The project is the construction of an approximate 130-foot long prefabricated bicycle and pedestrian bridge to connect an existing gap in the sidewalk along North Fremont Street on the border of the City of Seaside and City of Monterey. The project involves limited ground disturbance and fill for the span's abutments, curb and gutter improvements, paved sidewalk/trail approaches on each side of the span, and removal of up to four existing oak trees.

Pursuant to PRC § 21080.3.1. (b), you have 30 days from the receipt of this email to request consultation with the City of Monterey. Please contact Principal Planner Fernanda Roveri at (831) 242-8788 or at roveri@monterey.org should you have any questions regarding this project.

Respectfully,

Fernanda Roveri

Principal Planner

(831) 242-8788

Concluding AB 52 Consultation – City of Monterey North Fremont Street Sidewalk Gap Closure Project

Fernanda Roveri <roveri@monterey.org>

Fri 12/16/2022 5:33 PM

To: Susan Morley <cultural-resources@esselentribe.org>

Cc: Tom Little Bear Nason <tribalchairman@esselentribe.org>; Jana Nason <tribaladmin@esselentribe.org>; Brenna Wheelis <brenna@esselentribe.org>; Cari Herthel <esselenspiritmedicine@gmail.com>

Hello Susan,

On January 6, 2022, I, on behalf of the City of Monterey, received an email from you, representing the Esselen Tribe of Monterey County, with requests regarding the North Fremont Street Sidewalk Gap Closure Project. On January 18, 2022, I replied-all to your email to ask if the proposed mitigation measures satisfied Esselen Tribe of Monterey County's requests. On January 27, 2022, I sent you, and copied Tom Little Bear Nason, Jana Nason, Brenna Wheelis, and Cari Herthel, a follow-up email, but did not receive a reply from you or the other representatives copied. On February 8, 2022, I notified you, and copied the other representatives, that the City of Monterey would redo the AB 52 consultation process for the North Fremont Street Sidewalk Gap Closure Project. See Attachment 1 for copies of the abovementioned emails.

On February 8, 2022, I, on behalf of the City of Monterey, sent you and the other representatives an email notification of AB 52 consultation opportunity (Attachment 2), pursuant to Public Resources Code § 21080.3.1, for the North Fremont Street Sidewalk Gap Closure Project. I did not receive an email from Esselen Tribe of Monterey County requesting consultation this time around.

On October 27, 2022, I sent you, and copied the other representatives, a follow-up email (Attachment 3) to let you know that three tribal representatives requested consultation and that the City would like to meet with you to discuss the mitigation measures proposed to address the issues and recommendations that each of the tribes shared. In the email, I asked for your availability in the next two weeks.

I did not receive a reply from you to my October 27, 2022, email. Therefore, the City will move forward with distributing a notice of intent to adopt a mitigated negative declaration for the North Fremont Street Sidewalk Gap Closure Project with the following added mitigation measures:

Mitigation Measure 5: Cultural Awareness Training. Prior to commencing any ground disturbing work at the project site, construction managers and personnel shall participate in cultural and tribal sensitivity training conducted by a qualified archaeologist approved by the City of Monterey Planning Division. At minimum, the training shall explain (1) applicable statutes, regulations, and enforcement provisions; (2) the prehistoric and historic environment setting and context, including information regarding the local tribal groups; and (3) what prehistoric and historic archaeological deposits look like at the surface and when exposed during construction. Construction personnel shall not be permitted to operate equipment within the project area unless they have attended the training. A list of names of all personnel who attended the training shall be submitted to the City of Monterey Planning Division.

Mitigation Measure 6a: Discovery of Cultural Resources. During project construction, if any archeological, paleontological, or tribal resources (e.g., evidence of past human habitation or fossils) are found, the project applicant and/or its contractor shall cease all work within 50 feet of the discovery and notify the City of Monterey Planning Division immediately. Cultural and/or tribal cultural resources may include prehistoric archaeological materials such as flaked and ground stone tools and debris, shell, bone, ceramics, and fire-affected rock, as well as historic materials such as glass, metal, wood, brick, or structural remnants. The project applicant and/or its contractor shall retain a qualified archaeologist, or paleontologist if applicable, to evaluate the finds and, subject

to review and approval by the City, develop appropriate treatment measures for the inadvertently discovered resources. Such measures may include avoidance, preservation in place, excavation, documentation, curation, or other appropriate measures. (Health and Safety Code Section 7050.5). The City shall consult with appropriate Native American representatives in determining appropriate treatment measures for unearthened cultural resources if the resources are prehistoric or Native American in nature.

Mitigation Measure 6b: Discovery of Human Remains. If human remains or cultural resources associated with a burial (i.e. grave goods) are discovered during construction, the project applicant and/or its contractor shall immediately cease all ground disturbing work on the site and all work within 50 feet of the find and notify the City of Monterey Planning Division and the Monterey County Coroner, according to California Health and Safety Code Section 7050.5. If the Coroner determines the remains to be Native American, the Coroner shall notify the Native American Heritage Commission. All involved parties shall follow the procedures in CEQA Guidelines Section 15064.5(d) and (e) and Public Resources Code section 5097.98. The Commission will designate a Most Likely Descendant (MLD) who will be authorized to provide recommendations for management of the Native American human remains and any associated materials or objects (Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5). Authorization to resume construction shall only be given by the City after consultation with the most likely descendent and shall include implementation of all appropriate measures to protect any possible burial sites or human remains.

Mitigation Measure 9: Native American Monitoring. At least ten (10) days prior to conducting ground disturbing activities, the City will notify the three tribes, specifically the Indian Canyon Band of Costanoan Ohlone People, the Ohlone/Costanoan-Esselen Nation, and the Esselen Tribe of Monterey County, who requested to have a Native American monitor on site. Each tribe may designate one monitor to be on site and conduct monitoring during the project. As this is a working construction site, each monitor must sign a release and liability waiver prior to conducting monitoring onsite.

You will receive an email copy of the notice of intent with instructions on how to submit comments.

Thank you, and please let me know if you have any questions.

Fernanda Roveri

Principal Planner

(831) 242-8788

Concluding AB 52 Consultation – City of Monterey North Fremont Street Sidewalk Gap Closure Project

Fernanda Roveri <roveri@monterey.org>

Fri 12/16/2022 4:50 PM

To: admin@kanyonconsulting.com <admin@kanyonconsulting.com>

Hello Kanyon,

On February 8, 2022, I, on behalf of the City of Monterey, sent you an email notification of AB 52 consultation opportunity (Attachment 1), pursuant to Public Resources Code § 21080.3.1, for the North Fremont Street Sidewalk Gap Closure Project. That same day, I received your request for consultation and recommendations on behalf of the Indian Canyon Band of Costanoan Ohlone People (Attachment 2).

On March 2, 2022, I replied to your email to inquire about your availability for a consultation meeting the following week (also Attachment 2).

On October 27, 2022, I sent you a follow-up email (Attachment 3) to let you know that three tribal representatives requested consultation and that the City would like to meet with you to discuss the mitigation measures proposed to address the issues and recommendations that each of the tribes shared. In the email, I asked for your availability in the next two weeks.

I did not receive a reply from you to my October 27, 2022, email. Therefore, the City will move forward with distributing a notice of intent to adopt a mitigated negative declaration for the North Fremont Street Sidewalk Gap Closure Project with the following added mitigation measures:

Mitigation Measure 5: Cultural Awareness Training. Prior to commencing any ground disturbing work at the project site, construction managers and personnel shall participate in cultural and tribal sensitivity training conducted by a qualified archaeologist approved by the City of Monterey Planning Division. At minimum, the training shall explain (1) applicable statutes, regulations, and enforcement provisions; (2) the prehistoric and historic environment setting and context, including information regarding the local tribal groups; and (3) what prehistoric and historic archaeological deposits look like at the surface and when exposed during construction. Construction personnel shall not be permitted to operate equipment within the project area unless they have attended the training. A list of names of all personnel who attended the training shall be submitted to the City of Monterey Planning Division.

Mitigation Measure 6a: Discovery of Cultural Resources. During project construction, if any archeological, paleontological, or tribal resources (e.g., evidence of past human habitation or fossils) are found, the project applicant and/or its contractor shall cease all work within 50 feet of the discovery and notify the City of Monterey Planning Division immediately. Cultural and/or tribal cultural resources may include prehistoric archaeological materials such as flaked and ground stone tools and debris, shell, bone, ceramics, and fire-affected rock, as well as historic materials such as glass, metal, wood, brick, or structural remnants. The project applicant and/or its contractor shall retain a qualified archaeologist, or paleontologist if applicable, to evaluate the finds and, subject to review and approval by the City, develop appropriate treatment measures for the inadvertently discovered resources. Such measures may include avoidance, preservation in place, excavation, documentation, curation, or other appropriate measures. (Health and Safety Code Section 7050.5). The City shall consult with appropriate Native American representatives in determining appropriate treatment measures for unearthened cultural resources if the resources are prehistoric or Native American in nature.

Mitigation Measure 6b: Discovery of Human Remains. If human remains or cultural resources associated with a burial (i.e. grave goods) are discovered during construction, the project applicant and/or its contractor shall

immediately cease all ground disturbing work on the site and all work within 50 feet of the find and notify the City of Monterey Planning Division and the Monterey County Coroner, according to California Health and Safety Code Section 7050.5. If the Coroner determines the remains to be Native American, the Coroner shall notify the Native American Heritage Commission. All involved parties shall follow the procedures in CEQA Guidelines Section 15064.5(d) and (e) and Public Resources Code section 5097.98. The Commission will designate a Most Likely Descendant (MLD) who will be authorized to provide recommendations for management of the Native American human remains and any associated materials or objects (Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5). Authorization to resume construction shall only be given by the City after consultation with the most likely descendent and shall include implementation of all appropriate measures to protect any possible burial sites or human remains.

Mitigation Measure 9: Native American Monitoring. At least ten (10) days prior to conducting ground disturbing activities, the City will notify the three tribes, specifically the Indian Canyon Band of Costanoan Ohlone People, the Ohlone/Costanoan-Esselen Nation, and the Esselen Tribe of Monterey County, who requested to have a Native American monitor on site. Each tribe may designate one monitor to be on site and conduct monitoring during the project. As this is a working construction site, each monitor must sign a release and liability waiver prior to conducting monitoring onsite.

You will receive an email copy of the notice of intent with instructions on how to submit comments.

Thank you, and please let me know if you have any questions.

Fernanda Roveri

Principal Planner

(831) 242-8788

Concluding AB 52 Consultation – City of Monterey North Fremont Street Sidewalk Gap Closure Project

Fernanda Roveri <roveri@monterey.org>

Fri 12/16/2022 4:30 PM

To: Louise Ramirez <ramirez.louise@yahoo.com>

 3 attachments (1 MB)

Attachment 1.pdf; Attachment 2.pdf; Attachment 3.pdf;

Hello Louise,

On February 8, 2022, I, on behalf of the City of Monterey, sent you an email notification of AB 52 consultation opportunity (Attachment 1), pursuant to Public Resources Code § 21080.3.1, for the North Fremont Street Sidewalk Gap Closure Project.

On March 8, 2022, I received an email from you requesting consultation, and on March 31, 2022, I received an email from you with a summary of OCEN's requests discussed during our consultation (Attachment 2).

On October 27, 2022, I sent you an email following up on our consultation (Attachment 3) to let you know that three tribal representatives requested consultation and that the City would like to meet with you to discuss the mitigation measures proposed to address the issues and recommendations that each of the tribes shared. In the email, I asked for your availability in the next two weeks.

I did not receive a reply from you to my October 27, 2022, email. Therefore, the City will move forward with distributing a notice of intent to adopt a mitigated negative declaration for the North Fremont Street Sidewalk Gap Closure Project with the following added mitigation measures:

Mitigation Measure 5: Cultural Awareness Training. Prior to commencing any ground disturbing work at the project site, construction managers and personnel shall participate in cultural and tribal sensitivity training conducted by a qualified archaeologist approved by the City of Monterey Planning Division. At minimum, the training shall explain (1) applicable statutes, regulations, and enforcement provisions; (2) the prehistoric and historic environment setting and context, including information regarding the local tribal groups; and (3) what prehistoric and historic archaeological deposits look like at the surface and when exposed during construction. Construction personnel shall not be permitted to operate equipment within the project area unless they have attended the training. A list of names of all personnel who attended the training shall be submitted to the City of Monterey Planning Division.

Mitigation Measure 6a: Discovery of Cultural Resources. During project construction, if any archeological, paleontological, or tribal resources (e.g., evidence of past human habitation or fossils) are found, the project applicant and/or its contractor shall cease all work within 50 feet of the discovery and notify the City of Monterey Planning Division immediately. Cultural and/or tribal cultural resources may include prehistoric archaeological materials such as flaked and ground stone tools and debris, shell, bone, ceramics, and fire-affected rock, as well as historic materials such as glass, metal, wood, brick, or structural remnants. The project applicant and/or its contractor shall retain a qualified archaeologist, or paleontologist if applicable, to evaluate the finds and, subject to review and approval by the City, develop appropriate treatment measures for the inadvertently discovered resources. Such measures may include avoidance, preservation in place, excavation, documentation, curation, or other appropriate measures. (Health and Safety Code Section 7050.5). The City shall consult with appropriate Native American representatives in determining appropriate treatment measures for unearthened cultural resources if the resources are prehistoric or Native American in nature.

Mitigation Measure 6b: Discovery of Human Remains. If human remains or cultural resources associated with a burial (i.e. grave goods) are discovered during construction, the project applicant and/or its contractor shall immediately cease all ground disturbing work on the site and all work within 50 feet of the find and notify the City of Monterey Planning Division and the Monterey County Coroner, according to California Health and Safety Code Section 7050.5. If the Coroner determines the remains to be Native American, the Coroner shall notify the Native American Heritage Commission. All involved parties shall follow the procedures in CEQA Guidelines Section 15064.5(d) and (e) and Public Resources Code section 5097.98. The Commission will designate a Most Likely Descendant (MLD) who will be authorized to provide recommendations for management of the Native American human remains and any associated materials or objects (Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5). Authorization to resume construction shall only be given by the City after consultation with the most likely descendent and shall include implementation of all appropriate measures to protect any possible burial sites or human remains.

Mitigation Measure 9: Native American Monitoring. At least ten (10) days prior to conducting ground disturbing activities, the City will notify the three tribes, specifically the Indian Canyon Band of Costanoan Ohlone People, the Ohlone/Costanoan-Esselen Nation, and the Esselen Tribe of Monterey County, who requested to have a Native American monitor on site. Each tribe may designate one monitor to be on site and conduct monitoring during the project. As this is a working construction site, each monitor must sign a release and liability waiver prior to conducting monitoring onsite.

You will receive an email copy of the notice of intent with instructions on how to submit comments.

Thank you, and please let me know if you have any questions.

Fernanda Roveri

Principal Planner

(831) 242-8788

<u>Mitigation Monitoring and Reporting Program</u>			
Mitigation Measure	Implementation and Monitoring/Reporting Responsibility	Timing Requirements	Reporting Requirements & Verification of Compliance (Completed As Part of Project)
MM 1 Fencing and Monitoring. Riparian habitat and potential waters of the U.S. and State shall be avoided during construction with protective fencing. A biological monitor will supervise the installation of protective fencing and monitor at least once per week until construction is complete to ensure that fencing remains intact and work crews are properly avoiding the habitat area. If all riparian areas and waters are avoided, no additional mitigation is necessary.	Public Works Department	During Construction	
MM 2 Construction Best Practices. To protect water quality and riparian vegetation during construction, the following measures shall be included on the construction specifications and documents: • Project contractor shall ensure that trenching, excavating, backfilling and other activities that involve substantial soil disturbance adjacent to riparian vegetation and Canyon Del Rey Creek are planned and implemented with a qualified hydrologist, engineer or erosion control specialist, and shall utilize standard erosion control techniques to minimize erosion and sedimentation near sensitive areas.	Public Works Department	Prior and During Construction	

• Stationary equipment such as motors, generators, and welders located within 100 feet of the creek shall be stored overnight at staging areas and shall be positioned over drip pans. • No debris, soil, silt, sand, oil, petroleum products, cement, concrete or washings thereof shall be allowed to enter, or be placed where they may be washed by rainfall or runoff, into riparian areas or Canyon Del Rey Creek. • All construction debris and associated materials shall be stored in staging areas and shall be removed from the work site upon completion of the project. • Cleaning or refueling of equipment shall take place within turnouts or staging areas at least 50 feet from riparian areas and Canyon Del Rey Creek. • All refueling shall be conducted over plastic bags filled with sawdust or other highly absorbent material. Clean-up materials for spill shall be kept on hand at all times. Any accidental spills of fuel or other contaminants shall be cleaned up immediately.			
MM 3 Preconstruction Bird Surveys. The applicant shall schedule all on-site tree removal and grading to occur between August 31st and March 1st of any given year to avoid the Central Coast bird nesting season. If this schedule is not practical, the project sponsor shall fund the engagement of a qualified biologist to conduct preconstruction nesting bird surveys no more than two weeks prior to removal of trees and grading. If no active bird nests are observed, no additional	Public Works Department	Prior to Construction	

measures are required. If nesting birds are observed, the biologist will establish a buffer zone where no tree removal or grading will occur until the biologist confirms that all chicks have fledged.			
MM 4 Tree Replacement. Prior to removal of oak trees, the lead agency shall follow the tree removal permit process of both Monterey and Seaside. Upon completion of construction, final site work shall include oak tree replacement at a 1:1 ratio, or as specified by local tree ordinances.	Public Works Department	Prior to Project Final	
MM 5 Cultural Awareness Training. Prior to commencing any ground disturbing work at the project site, construction managers and personnel shall participate in cultural and tribal sensitivity training conducted by a qualified archaeologist approved by the City of Monterey Planning Division. At minimum, the training shall explain (1) applicable statutes, regulations, and enforcement provisions; (2) the prehistoric and historic environment setting and context, including information regarding the local tribal groups; and (3) what prehistoric and historic archaeological deposits look like at the surface and when exposed during construction. Construction personnel shall not be permitted to operate equipment within the project area unless they have attended the training. A list of names of all personnel who attended the training shall be submitted to the City of Monterey Planning Division.	Public Works Department	Prior to Commencing Ground Disturbing Work	
MM 6a Discovery of Cultural Resources. During project construction, if any archeological, paleontological, or tribal resources (e.g., evidence of past human habitation or fossils) are found, the project applicant and/or its contractor shall cease all work within 50 feet of the discovery and notify	Public Works Department	During Construction	

the City of Monterey Planning Division immediately. Cultural and/or tribal cultural resources may include prehistoric archaeological materials such as flaked and ground stone tools and debris, shell, bone, ceramics, and fire-affected rock, as well as historic materials such as glass, metal, wood, brick, or structural remnants. The project applicant and/or its contractor shall retain a qualified archaeologist, or paleontologist if applicable, to evaluate the finds and, subject to review and approval by the City, develop appropriate treatment measures for the inadvertently discovered resources. Such measures may include avoidance, preservation in place, excavation, documentation, curation, or other appropriate measures. (Health and Safety Code Section 7050.5). The City shall consult with appropriate Native American representatives in determining appropriate treatment measures for unearthed cultural resources if the resources are prehistoric or Native American in nature.			
MM 6b Discovery of Human Remains. If human remains or cultural resources associated with a burial (i.e. grave goods) are discovered during construction, the project applicant and/or its contractor shall immediately cease all ground disturbing work on the site and all work within 50 feet of the find and notify the City of Monterey Planning Division and the Monterey County Coroner, according to California Health and Safety Code Section 7050.5. If the Coroner determines the remains to be Native American, the Coroner shall notify the Native American Heritage Commission. All involved parties shall follow the procedures in CEQA Guidelines Section 15064.5(d) and (e) and Public Resources Code	Public Works Department	During Construction	

section 5097.98. The Commission will designate a Most Likely Descendant (MLD) who will be authorized to provide recommendations for management of the Native American human remains and any associated materials or objects (Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5). Authorization to resume construction shall only be given by the City after consultation with the most likely descendent and shall include implementation of all appropriate measures to protect any possible burial sites or human remains.			
MM 7: Prior to the initiation of construction, the City of Monterey City Engineer shall ensure that all project plans and specifications stipulate that: ▪ All construction equipment, fixed or mobile, shall be equipped with properly operating and maintained mufflers; ▪ Construction noise reduction methods such as shutting off idling equipment, installing temporary acoustic barriers around stationary construction noise sources, maximizing the distance between construction equipment staging areas and occupied residential areas, and use of electric air compressors and similar power tools, rather than diesel equipment, shall be used where feasible; ▪ During construction, stationary construction equipment shall be placed such that emitted noise is directed away from sensitive noise receivers; ▪ During construction, stockpiling and vehicle staging areas shall be located as far as practical from noise sensitive receptors; and	Public Works Department	Prior to Initiation of Construction	

Operate earthmoving equipment on the construction site, as far away from vibration sensitive sites as possible.			
MM 8: Prior to the issuance of a grading permit, the City's Building Division shall confirm that vibratory rollers capable of generating vibration levels above 0.2 inches per second PPV shall not be used within 20 feet of adjacent residences. If the contractor can demonstrate that vibratory rollers have vibration levels of less than 0.2 inches per second PPV, then they shall be allowed to operate within the 20-foot buffer zone.	Building Department	Prior to Issuance of a Grading Permit	
MM 9 Native American Monitoring. At least ten (10) business days prior to conducting ground disturbing activities, the City will notify the three tribes, specifically the Indian Canyon Band of Costanoan Ohlone People, the Ohlone/Costanoan-Esselen Nation, and the Esselen Tribe of Monterey County, who requested to have a Native American monitor on site. Each tribe may designate one monitor to be on site and conduct monitoring during the project. As this is a working construction site, each monitor must sign a release and liability waiver prior to conducting monitoring onsite.	Public Works Department	10 Days Prior to Conducting Ground Disturbing Activities	

Figure 1

Project Location



Figure 2

Project Design



RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPTING THE NORTH FREMONT STREET SIDEWALK GAP CLOSURE PROJECT MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM

WHEREAS, there is currently a gap in the existing sidewalk along the north side of North Fremont Street, between Casanova Avenue and Canyon Del Rey Boulevard (also known as California State Route CA-218); and

WHEREAS, the gap prevents continuous pedestrian movement in this location, where pedestrians must either cross North Fremont Street to use the sidewalk, use the travel lane, or negotiate an uneven dirt path beyond a metal guardrail; and

WHEREAS the purpose of the North Fremont Street Sidewalk Gap Closure Project is to connect/complete the sidewalk and provide safety improvements to the pathway for pedestrian and cyclist connectivity along the north side of North Fremont Street with a Class I multi-use trail; and

WHEREAS, the proposed project is located in both the cities of Monterey and Seaside. The City of Seaside adopted Resolution 21-38 allowing Monterey to serve as the lead agency for the environmental review, and the City of Seaside is the responsible agency for the project. Both cities will need to certify the environmental document; and

WHEREAS, a Notice of Intent to Adopt a Mitigated Negative Declaration was posted according to the California Environmental Quality Act (CEQA) Section 15072 and a Draft Initial Study and Mitigated Negative Declaration (IS/MND) were circulated for public review for the required 30 day public review period, from December 22, 2022 to January 23, 2023 (CEQA Section 15073), during which time all related documents were made available at the Monterey City Hall Planning Office and on the City's website; and

WHEREAS, the IS/MND discloses that the project could result in potentially significant environmental impacts associated with biological resources, cultural resources, noise, tribal cultural resources, and mandatory findings of significance. Mitigation Measures have been required that will reduce the potential impacts to a less-than-significant level; and

WHEREAS, no comment letters were received during the public review period. There is no evidence before the City indicating that the proposed project could cause significant adverse environmental effects which have not already been considered, analyzed, and mitigated in the IS/MND; and

WHEREAS, the City of Monterey has prepared a Mitigation Monitoring and Reporting Program (MMRP) (Exhibit B) that will be implemented to ensure compliance with mitigation measures and critical timing of these measures; and

WHEREAS, the City of Monterey City Council, at a properly noticed public hearing on March 7, 2023, carefully considered all of the information presented to it, including the agenda report and information submitted at the public hearing by interested persons; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside that it hereby adopts a Mitigated Negative Declaration and Mitigation Monitoring Report and Program for the North Fremont Street Gap Closure project, attached hereto as Exhibits A and B based on the following Finding:

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 6th day of July 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