



## **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, September 7, 2023

5:00 PM

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***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.*

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## **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](mailto: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. AUGUST 2023 HOUSE OF THE MONTH AWARD (NEIGHBORHOOD IMPROVEMENT COMMISSION)**

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

**8. CONSENT AGENDA**

**A. APPROVE AND FILE CITY CHECKS**

**RECOMMENDATION:** Approve and file the accounts payable and wired payments



made during the period of June 3, 2023 through July 14, 2023, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending June 9, 2023, June 23, 2023 and July 7, 2023. Total Accounts Payable and Payroll for the above referenced period is \$9,971,454.19.

**B. APPROVE AND FILE SUCCESSOR AGENCY CHECKS**

**RECOMMENDATION:** Approve and file the accounts payable and wired payments made during the period of June 3, 2023 through July 14, 2023, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending June 9, 2023, June 23, 2023, and July 7, 2023. Total Accounts Payable and Payroll for the above referenced period is \$150,571.09.

**C. APPROVE A FEE WAIVER REQUEST FROM PALENKE ARTS ORGANIZATION TO USE LAGUNA GRANDE HALL AND KITCHEN TO HOLD THEIR "DIA DE LOS MUERTOS" EVENT ON NOVEMBER 2, 2023**

**RECOMMENDATION:** Approve the fee waiver request from Palenke Arts for the use of Laguna Grande Hall and kitchen to hold their event "Dia de los Muertos Celebration (Day of the Dead)," in the amount of \$421.88, the Organization to provide the City with the non-refundable portion of the deposit of \$98.25, and provide the City with their insurance.

**D. ADOPT A RESOLUTION TO APPROVE THE RECOMMENDED SELECTION AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE PURCHASE OF TWO FIRE DEPARTMENT COMMAND VEHICLES AND ONE DRONE VEHICLE, AND OUTFIT ALL THREE WITH EMERGENCY RESPONSE EQUIPMENT, IN AN AMOUNT NOT TO EXCEED \$340,000.00**

**RECOMMENDATION:** Adopt a resolution to purchase and outfit two fire department command vehicles and one drone vehicle.

**E. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WILL DAN FINANCIAL SERVICES TO COMPLETE THE WATER RATE AND CAPACITY FEE STUDIES FOR SEASIDE MUNICIPAL WATER SYSTEM FOR AN AMOUNT NOT TO EXCEED \$41,350.00**

**RECOMMENDATION:** Adopt a resolution authorizing a professional services agreement with Willdan Financial Services to complete the Water Rate and Capacity Fee Studies for Seaside Municipal Water System for an amount not to exceed \$41,350.00.

**F. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SEASIDE AND HAMILTON, ELLIS, AND MARTIN PLAZA TO REIMBURSE THE CITY FOR PROVIDING AFTER SCHOOL RECREATIONAL PROGRAMMING AT THE HEM PLAZA**

**RECOMMENDATION:** Adopt the resolution and authorize the City Manager to execute the Memorandum of Understanding to memorialize the agreement between the City of Seaside and the Hamilton, Ellis, and Martin Plaza.

**G. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS FOR THE RECIPIENTS OF THE COMMUNITY SOCIAL SERVICES GRANT PROGRAM**

**RECOMMENDATION:** Adopt the resolution authorizing the City Manager to execute contracts for the community social services grant program.

**H. ADOPT A RESOLUTION AUTHORIZING THE MODIFICATION OF THE POSITION CONTROL LIST TO ADD ONE SENIOR PLANNER AND DELETE ONE ASSOCIATE PLANNER POSITION IN THE PLANNING DIVISION**

**RECOMMENDATION:** Adopt a resolution amending the Fiscal Year 2023-2024 Budget, and modifying the Position Control List to reflect the organizational changes in the Planning Division to add one Senior Planner and delete on Associate Planner.

**I. ADOPT A RESOLUTION AUTHORIZING THE MODIFICATION OF THE POSITION CONTROL LIST TO ADD ONE PUBLIC AFFAIRS OFFICER/CITY CLERK AND DELETE ONE CITY CLERK POSITION**

**RECOMMENDATION:** Adopt a resolution amending the Fiscal Year 2023-2024 Budget, and modifying the Position Control List to reflect the organizational changes in the City Clerk Department to add one Public Affairs Officer/City Clerk and delete one City Clerk position.

**J. ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH SCHAAF & WHEELER TO DESIGN THE CONTINGENCY INTERTIE FROM SEASIDE MUNICIPAL WATER SYSTEM TO MARINA COAST WATER DISTRICT IN AN AMOUNT NOT TO EXCEED \$46,800.00**

**RECOMMENDATION:** Adopt a resolution authorizing a professional services agreement with Schaaf & Wheeler to provide design services for the Seaside Municipal Water System (SMWS) to Marina Coast Water District (MCWD) Intertie Project for an amount not to exceed \$46,800.00.

**K. REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY COMMITTEE RECOMMENDATIONS TO APPROVE THE INSTALLATION OF GREEN CURB ON FREMONT BOULEVARD AND REMOVAL OF YELLOW CURB ON PHOENIX AVENUE**

**RECOMMENDATION:** The Traffic Advisory Committee (TAC) recommends approving: 1. removal of a 2-hour parking sign, installation of green curb in front of 1276 Fremont Boulevard, and waiver of the fee for the installation of the green curb; and, 2. removal of yellow curb on Phoenix Avenue at Fremont Boulevard.

**L. ADOPT A RESOLUTION AMENDING THE FISCAL YEAR 2023-24 BUDGET TO APPROPRIATE \$80,000 FROM THE MERGED HOUSING FUND TO THE ACCESSORY DWELLING UNIT (ADU) LOAN PROGRAM**

**RECOMMENDATION:** Adopt a resolution amending the fiscal year 2023-24 budget to appropriate \$80,000 from the Merged Housing fund to the ADU Loan Program.

**M. ADOPT A RESOLUTION FOR DESIGNATION OF VOTING DELEGATES AND ALTERNATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND EXPO BEING HELD SEPTEMBER 20-22, 2023, IN SACRAMENTO, CALIFORNIA**

**RECOMMENDATION:** Appoint Mayor Ian N. Oglesby and an alternate as the voting delegates at the conference.

**9. PUBLIC HEARING**

**A. APPEAL OF PLANNING COMMISSION APPROVAL OF AN ARCHITECTURAL REVIEW (AR-23-11) FOR A SINGLE-FAMILY DWELLING LOCATED AT 7 HARROW COURT IN THE SINGLE-FAMILY RESIDENTIAL (RS-8) ZONING DISTRICT. THIS ITEM IS CATEGORICALLY EXEMPT (CLASS 3) PURSUANT TO SECTION 15303 OF THE CEQA GUIDELINES (DE NOVO HEARING)**

**RECOMMENDATION:** Staff's recommendation is to uphold the Planning Commission's approval of AR-23-11 and deny the Appeal.

**B. ADOPT A RESOLUTION APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2022-2023**

**RECOMMENDATION:** Adopt a Resolution to:

1. Approve the FY2022-23 CAPER for the CDBG program; and
2. Authorize the City Manager or designee to submit the FY2022-23 CAPER to the U.S. Department of Housing and Urban Development.

**10. BUSINESS ITEMS**

**A. APPROVE THE SEASIDE STARS AD-HOC COMMITTEE RECOMMENDATIONS, AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACTS WITH FMG CUSTOM CONCRETE, AND AMEND THE 2023-2024 FISCAL YEAR BUDGET APPROPRIATING \$58,784.00 FROM THE GENERAL FUND.**

**RECOMMENDATION:** Review and approve the Seaside Stars Ad-Hoc Committee recommendations for the 2023 recipients of the stars, policy updates, and staff recommendations for design, installation, authorize the City Manager to execute the contracts with FMG Custom Concrete, and amend the 2023-2024 fiscal year budget.

**B. DISCUSS CITY POLICY AND/OR PROCESS FOR THE USE OF STAFF TIME AND RESOURCES AND/OR USE OF CITY RESOURCES AND FACILITIES BY INDIVIDUAL COUNCIL MEMBERS AT INDIVIDUAL COUNCIL MEMBER FORUMS SUCH AS TOWN HALLS, LISTENING SESSIONS, AND COMMUNITY MEETINGS**

**RECOMMENDATION:** Provide Council direction on City policy and/or procedure to

request use of City facilities, resources and/or staff for individual council member forums such as town halls, listening sessions, and community meetings.

**11. COUNCIL MEMBER REQUESTS**

**A. NEW COUNCIL MEMBER REQUESTS**

**B. FOLLOW UP ON PREVIOUS REQUESTS**

1. Requested staff to provide an update and overview of City ordinances related to enforcement of parking and placement of recreational vehicles and/or other items on public and private property such as driveways (Pacheco)

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

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

**13. CLOSED SESSION**

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

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

Property: An approximately 5-acre site of the property commonly referred to as Main Gate (APN 031-151-013) generally located in the north-east corner bounded by Divarty and Second Avenue

Agency Negotiator: City Manager, et al.

Negotiating Parties: State of California Judicial Council and City of Seaside

Under Negotiation: Price, terms of payment or both

**B. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9**

Potential Litigation (2 MATTERS)

**14. ADJOURNMENT**

Next Regularly Scheduled Meeting:  
September 21, 2023  
5:00 p.m.

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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.



## **CITY OF SEASIDE STAFF REPORT**

**Item No.: 8.A.**

**TO:** City Council

**FROM:** Jaime M. Fontes, City Manager

**BY:** Loreene Bermudez-Onate, Accountant II

**DATE:** September 7, 2023

**SUBJECT: APPROVE AND FILE CITY CHECKS**

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### **RECOMMENDATION**

Approve and file the accounts payable and wired payments made during the period of June 3, 2023 through July 14, 2023, including the payroll and benefits checks, direct deposits, and wired payments related to the pay period ending June 9, 2023, June 23, 2023 and July 7, 2023. Total Accounts Payable and Payroll for the above referenced period is \$9,971,454.19.

### **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:

- \$36,515.13 to 101 Builders, Inc. for Prof. Services for upgrades to the Fire Station through May 3, 2023.
- \$10,304.18 to 36 North Property Management for United Way rental assistance for 1 tenant for April-August 2023.
- \$10,022.12 to Bound Tree Medical, LLC for The purchase of (1) advanced

- manikin for EMS Training.
- \$26,808.02 to Bureau Veritas Technical Assessments LLC for Prof. Plan review services for FYE 2024 facilities condition assessments.
  - \$22,200.00 to Burke, Williams & Sorensen, LLP for Prof. services for labor relations and employment law for the periods of February-May 2023.
  - \$3,348,324.00 to California JPIA for Fiscal year 2023-24 annual worker's compensation contribution/liability program.
  - \$28,929.12 to California-American Water for Water consumption for multiple City of Seaside service addresses. Billing period of 4/21/23-5/23/23. Service addresses include city buildings, parks, fire hydrants, irrigation stations, and city affordable housing.
  - \$11,525.87 to Cellebrite Inc. for Annual subscription for Cloud Full Analyzer for the period of 6/12/23-6/11/24.
  - \$14,849.81 to Coastal Fabrication Company, Inc. for Fabrication of metal railing for the new City Hall modular building.
  - \$25,000.00 to Community Partnership for Youth for Community social services grant reimbursement request for the period June 1, 2023 through August 31, 2023.
  - \$10,453.52 to Compumetric Engineering, Inc. for Equipment purchase: trash/recycle receptacles, laser cut door flaps, zinc primer/anti-graffiti clear coat, and City logos.
  - \$10,044.21 to Conservation Technix Inc. for Prof. services for the parks & recreation master plan for the period of May 2023.
  - \$12,976.16 to Department Conservation for Prof. Services for strong motion instrumentation & seismic hazard mapping fee for FY 2018-19, FY 2019-20, FY 2021-22, and Q1 & Q2 for FY 2022-23.
  - \$15,600.00 to Ellis Investigations Law Corporation for Prof. investigative services for the period of March 3, 2023.
  - \$173,330.59 to Granite Rock Company for Construction services for the Pavement Rehabilitation Project through April 30, 2023.
  - \$173,881.59 to Granite Rock Company for Construction services for Cutino Park Improvement Part 2, Phase 1 through May 31, 2023.
  - \$119,742.28 to Granite Rock Company for Construction services for the Pavement Rehabilitation Project through May 31, 2023.
  - \$19,494.00 to Hamilton, Ellis & Martin Plaza for United Way rental assistance for 1 tenant for January 2022 through June 2023.
  - \$12,012.00 to Hope Services for Maintenance services for the period of May 2023.
  - \$42,130.30 to L.N. Curtis & Sons for Purchase of specialized equipment for the Fire Department.
  - \$240,715.68 to Marina Coast Water District for Recycled water meter services for the period of 4/28/23-5/31/23.
  - \$18,673.38 to Monterey Co. Convention & Visitor's Bureau for TID (Tourism Improvement District) remittance for the reporting period of April 2023 for the

- 13 Seaside motels/hotels.
- \$18,759.13 to Monterey One Water for SCSD prof. services for Lift Station Maintenance during October-December 2022.
  - \$181,095.67 to Monterey Peninsula Engineering for Prof. services for Ellis Park Improvement project through March 31, 2023; FYE 2023 Emergency Storm Response.
  - \$127,530.85 to Monterey Peninsula Engineering for SCSD Prof. Services for Fremont, Broadway, Ortiz sewer upgrade through March 31, 2023.
  - \$128,962.50 to Monterey Peninsula Engineering for Prof. services for the Del Monte Manor LID Project through May 31, 2023.
  - \$15,535.93 to Municipal Emergency Services, Inc. for Purchase of replacement turnouts for the Fire Department personnel.
  - \$10,948.41 to One Workplace L. Ferrari, LLC for Furnishings for new City Hall Staff trailer.
  - \$50,000.00 to Palenke Arts for Organizational support for Arts center for FY 2022-23 quarters 1 & 2.
  - \$24,016.67 to Parametrix, Inc. for Professional evaluation services for traffic calming plan for mile-long Hilby Avenue corridor through April 29, 2023; On-call transportation planning services through April 29, 2023.
  - \$47,672.42 to PG&E for Collective accts for street lights, highway lighting, park lights, and city office buildings. Service for the statement period of May 2023.
  - \$13,228.12 to Raimi & Associates, Inc. for Prof. services for the City's 6th Cycle Housing Element for the period of March 1, 2023 through April 30, 2023.
  - \$14,850.00 to Randazzo Enterprises Inc for Construction services for the demolition and removal of the existing slabs and foundations located at 1561/1569/1571 Del Monte Blvd.
  - \$15,117.36 to Ross Recreation Equipment Inc for Purchase of picnic tables & benches for Pachetti Dog Park.
  - \$23,087.50 to Schaaf & Wheeler, Consulting Civil Engineer for Professional engineering support services through May 2023; Watermaster Plan project services through May 2023; Stter Street sewer main relocation project services through May 2023.
  - \$20,260.40 to Sturdy Oil Company for 1,508 gallons of regular gas (ethanol) and 675 gallons of clear diesel delivered to the public works department on 5/17/23; 2,003 gallons of regular gas (ethanol) and 573 gallons of clear diesel delivered to the public works department on 5/31/23.
  - \$128,517.80 to The Ford Store Morgan Hill, Inc. for Purchase of (2) 2022 Ford F-250SD XL trucks.
  - \$25,000.00 to The Village Project, Inc. for Community social services grant reimbursement request for the period June 1, 2023 through August 31, 2023.
  - \$10,000.00 to Tope's Tree Service, Inc. for Tree pruning services for the Laguna Grande Park.
  - \$46,274.84 to Tracnet for Annual maintenance fees for the period of 7/1/23-6/30/24.



- \$10,715.00 to Transportation Agency for Monterey County for FY 2023-24 contribution for congestion management and traffic monitoring.
- \$54,576.00 to Tyler Technologies, Inc. for Annual maintenance fees for the period of 7/1/23-6/30/24.
- \$43,344.82 to U.S. Bank-Calcard for City of Seaside purchase card transactions for the billing period of April 2023.
- \$34,333.28 to Vista Environmental Consulting, Inc. for Campus Town Hazardous Materials Removal services for the period of May 2023.
- \$32,525.74 to Wallace Group for Cutino Park Improvement services (Part 2, Phase 1) for the period of April 2023; April 2023 services for Campus Town Water Augmentation Study; April 2023 services for the Fire Station Upgrade; April 2023 services for Del Monte Manor Park Sewer Upgrades; April 2023 Bike Safe Storm Grates services; April 2023 West End Sand City Sewer Inspection services.
- \$26,695.37 to Wallace Group for Cutino & Ellis Park Improvement services (Part 2, Phase 1) for the period of May 2023; May 2023 services for Campus Town Water Augmentation Study; May 2023 services for the Fire Station Upgrade; May 2023 services for Del Monte Manor Park Sewer Upgrades; April 2023 services for American Tire Development Review; April 2023 services for American Legion Plan Review.
- \$29,581.00 to Whitson Engineers for May 2023 payment for: Professional services for American Legion plan review; Cutino Park Improvements; Del Monte Manor LID Project; Fernando Park Playground Improvements; Lincoln-Cunningham & Havanna-Soliz Parks Review; 7th Avenue City Row project; Fremont Center Median Landscape Design; Police Dept Parking Lot Improvement services; Yosemite/San Pablo Storm Drain services.

The Net Payroll and Payroll benefits total was \$2,949,681.54.

The remaining checks, totaling \$1,505,611.88, 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. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

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Jaime M. Fontes, City Manager



## **CITY OF SEASIDE STAFF REPORT**

**Item No.: 8.B.**

**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:** September 7, 2023

**SUBJECT: APPROVE AND FILE SUCCESSOR AGENCY CHECKS**

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### **RECOMMENDATION**

Approve and file the accounts payable and wired payments made during the period of June 3, 2023 through July 14, 2023, including the payroll and benefits checks, direct deposits and wired payments related to the pay period ending June 9, 2023, June 23, 2023, and July 7, 2023. Total Accounts Payable and Payroll for the above referenced period is \$150,571.09.

### **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:

- \$150,172.98 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

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## CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

**TO:** City Council

**FROM:** Jaime M. Fontes, City Manager

**BY:** Dan Meewis, Recreation Director

**DATE:** September 7, 2023

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM PALENKE ARTS ORGANIZATION TO USE LAGUNA GRANDE HALL AND KITCHEN TO HOLD THEIR "DIA DE LOS MUERTOS" EVENT ON NOVEMBER 2, 2023**

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### **RECOMMENDATION**

Approve the fee waiver request from Palenke Arts for the use of Laguna Grande Hall and kitchen to hold their event "Dia de los Muertos Celebration (Day of the Dead)," in the amount of \$421.88, the Organization to provide the City with the non-refundable portion of the deposit of \$98.25, and provide the City with their insurance.

### **BACKGROUND**

Palenke Arts is a non-profit organization, and they are requesting a fee waiver to help cover the cost associated with their annual event "Dia de los Muertos" (Day of the Dead) celebration on Thursday, November 2, 2023, from 2:00 p.m. to 9:30 p.m. in the Laguna Grande Hall and kitchen at the Oldemeyer Center. This is the third year that Palenke Arts has requested a fee waiver for this event, with the last request being in 2022.

This event will feature a variety of demonstrations and presentations from the different programs offered by Palenke Arts, as well as a large "Ofrenda" which will honor those in our community who have passed away.

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

### **FISCAL IMPACT**

The approximate fees which are applicable to this request are:

|                                       |             |                 |
|---------------------------------------|-------------|-----------------|
| Laguna Grande Hall & Kitchen Fee      | 7.5 Hours @ | \$421.88        |
| \$56.25 per hour                      |             |                 |
| <u>Deposit Non Refundable Portion</u> |             | <u>\$ 98.25</u> |
| <b>TOTAL</b>                          |             | <b>\$520.13</b> |

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 only, the fiscal impact is \$421.88 out of account 100.3672.

#### **ATTACHMENTS**

1. Palenke Arts Fee Waiver Request Dia de los Muertos Celebration (Day of the Dead) 2023
  2. Palenke Arts Insurance Dia de los Muertos Celebration (Day of the Dead) 2023
- 

Reviewed for Submission to the City Council by:

  
Jaime M. Fontes, City Manager



# SEASIDE CALIFORNIA

## Fee Waiver Request Form

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

### CONTACT INFORMATION:

Organization: Palenke Arts

Name of Applicant: Juan L. Sánchez

Address: 1713 Broadway Ave. City: Seaside State: CA

Phone: (831)333-6612 Email: Juanlsanchez@hotmail.com

### EVENT INFORMATION:

Event Title: Dia de los Muertos Celebration

Event Description: Day of the dead celebration for the community of Seaside. presented by Palenke Arts.

Event Date: Nov 2, 2023 Room(s) Requested: Laguna Grande Hall

Time (including set-up): 2:00 pm - 9:30 pm Approximate Number of Guests: 150

### ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Community event for Seaside presented by non profit organization.

Have you received a Fee Waiver in the past? ☒ Yes, the event was on Nov 1, 2022 ☐ No

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

What percentage of your members or participants resides in Seaside? 99%

Is your organization based in Seaside? ☒ Yes ☐ No

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

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

Applicant Signature: \_\_\_\_\_

Date: 8/9/2023

### (For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Notes: \_\_\_\_\_



## **POLICY REGARDING ROOM RENTAL FEES AND WAIVERS**

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

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

### **FEE WAIVERS FOR MEETING ROOMS**

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

### **AUDITORIUM RENTAL FEE WAIVER**

Organizations requesting the use of the Auditorium must:

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

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

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





# 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: Palenke Arts

Name of Applicant: Juan L. Sánchez

Address: 1713 Broadway Ave City: Seaside Zip: 93955

Phone: (831)333-6612 Email: Juanlsanchez@hotmail.com

Day of Event Contact Name and Phone: Juan L. Sánchez (831)333-6612

☐ Resident ☐ Non-Resident

### EVENT INFORMATION:

Event Title: Dia de los Muertos Celebration

*\*Please attach invitation or flyer if available.*

Event Date: Nov 2, 2023 Approximate Number of Guests: 150

Reservation Time: 2:00 pm - 9:30 pm Event Time: 6:00 pm - 8:00 pm

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

Special Instructions: \_\_\_\_\_

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

*\*Subject to availability*

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

|                                     | Yes                                 | No                                  |                                                        | Yes                                 | No                                  |
|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------------------------------------|-------------------------------------|-------------------------------------|
| Is the event open to the public?    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Will refreshments be served?                           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Will admission be charged?          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Will refreshments be sold?                             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Are you a non-profit organization?  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Will you be using the kitchen?                         | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Will there be music?                | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Will alcohol be served?                                | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Will there be live music and/or DJ? | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Will alcohol be sold?                                  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 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: \_\_\_\_\_

Date: August 9, 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  |

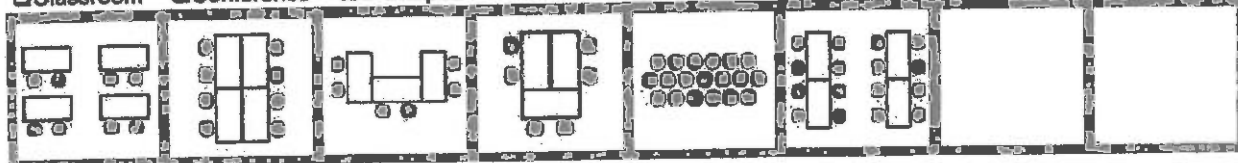
**Non-Profit Rate:** For Laguna Grande Hall, Seaside Community Center, and the Youth Education & Resource Center, non-profits may use the resident rate. For all other meeting rooms, non-profits may have up to 4 hours for \$37.00/\$47.00. Proof of 501(c)(3) required.

**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: \_\_\_\_\_



PALEART-01

JMACKEY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2023

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

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

PRODUCER License # 0668959

Mackey & Mackey Insurance Agency, Inc.  
P.O. Box 1209  
Hanford, CA 93232

CONTACT NAME: Matthew Clevenger

PHONE (A/C, No, Ext): (805) 772-1799 202

FAX (A/C, No): (805) 772-6906

E-MAIL ADDRESS: matt@mackey-insurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Nonprofits' Insurance Alliance of California

NIAC

INSURER B : Employers Preferred Insurance Company

10346

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Palenke Arts  
1713 Broadway Ave  
Seaside, CA 93955

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                              | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                          |
|----------|------------------------------------------------------------------------------------------------|-----------|----------|----------------|-------------------------|-------------------------|---------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                               |           |          |                |                         |                         |                                                                                 |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                 | X         |          | 2023-58538     | 6/2/2023                | 6/2/2024                | EACH OCCURRENCE \$ 1,000,000                                                    |
|          |                                                                                                |           |          |                |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000                            |
|          |                                                                                                |           |          |                |                         |                         | MED EXP (Any one person) \$ 20,000                                              |
|          |                                                                                                |           |          |                |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                                              |
|          |                                                                                                |           |          |                |                         |                         | GENERAL AGGREGATE \$ 3,000,000                                                  |
|          |                                                                                                |           |          |                |                         |                         | PRODUCTS - COMP/OP AGG \$ 3,000,000                                             |
|          |                                                                                                |           |          |                |                         |                         |                                                                                 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                             |           |          |                |                         |                         |                                                                                 |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |                |                         |                         |                                                                                 |
|          | OTHER:                                                                                         |           |          |                |                         |                         |                                                                                 |
|          | AUTOMOBILE LIABILITY                                                                           |           |          |                |                         |                         |                                                                                 |
|          | <input type="checkbox"/> ANY AUTO                                                              |           |          |                |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$                                          |
|          | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS             |           |          |                |                         |                         | BODILY INJURY (Per person) \$                                                   |
|          | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY        |           |          |                |                         |                         | BODILY INJURY (Per accident) \$                                                 |
|          |                                                                                                |           |          |                |                         |                         | PROPERTY DAMAGE (Per accident) \$                                               |
|          |                                                                                                |           |          |                |                         |                         |                                                                                 |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR    |           |          |                |                         |                         |                                                                                 |
|          | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE                      |           |          | 2023-58538-UMB | 6/2/2023                | 6/2/2024                | EACH OCCURRENCE \$ 1,000,000                                                    |
|          | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                             |           |          |                |                         |                         | AGGREGATE \$ 1,000,000                                                          |
|          |                                                                                                |           |          |                |                         |                         |                                                                                 |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                  |           |          |                |                         |                         |                                                                                 |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                    | Y/N       | N/A      | EIG456018503   | 6/2/2023                | 6/2/2024                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                         |           |          |                |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000                                                 |
|          |                                                                                                |           |          |                |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000                                         |
|          |                                                                                                |           |          |                |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                        |
|          |                                                                                                |           |          |                |                         |                         |                                                                                 |

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

Certificate holder is named additional insured as respects general liability

Event type: Dia de los Muertos (Day of the Dead)

Date of the event: November 02 2023

Location: Laguna Grande Hall

## CERTIFICATE HOLDER

## CANCELLATION

City of Seaside  
440 Harcourt Ave  
Seaside, CA 93955

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

AUTHORIZED REPRESENTATIVE



*MACKEY AND MACKEY INSURANCE AGENCY, INC*

WWW.MACKEY-INSURANCE.COM

**Certificates of Insurance:**

The attached certificate merely provides evidence of insurance. You may have signed contracts, leases, or other agreements requiring you to provide this certificate. In those agreements, you may assume obligations and/or liability for others. Some of these obligations are not covered by insurance. You should review these with a competent legal counsel.

**Additional Insureds:**

In addition to providing a certificate of insurance, you may also be required to name your client or customer on your policy as an additional insured. This action requires an actual endorsement / change to your policy and is possible only with the permission of the insurance company. In some cases there may be an additional premium to add additional insureds to your policy.

There are other potential consequences of including additional insureds on your policy which include, but are not limited to:

- 1) Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limits.
- 2) Your policy may provide higher limits than required by contract; but your full limits can be exposed due to the additional insured.
- 3) There may be conflicts in defense when your insurer has to defend both you and the additional insured.

Some contracts, leases and agreements you sign may have indemnity and/or hold harmless requirements that cannot be addressed by an insurance policy. We recommend that these agreements be thoroughly reviewed by you and your legal counsel.

450 Kings County Drive, Suite 101  
P.O. Box 1209  
Hanford, CA 93232  
Phone: (559) 583-9393  
Fax : (559) 582-3903

800 Quintana Road, Suite 1A  
Morro Bay, CA 93442  
Phone: (805) 772-1799  
Fax: (805) 772-6906

695 Price St., Suite 101  
Pismo Beach, CA 93449  
Phone: (805) 295-6601  
Fax: (805) 295-6603

STATE LICENSE #0668959



## **CITY OF SEASIDE STAFF REPORT**

**Item No.: 8.D.**

**TO:** City Council

**FROM:** Jaime M. Fontes, City Manager

**BY:** Dave Nava, Division Fire Chief  
Paul Blaha, Deputy Fire Chief  
Mary Gutierrez, Fire Chief

**DATE:** September 7, 2023

**SUBJECT: ADOPT A RESOLUTION TO APPROVE THE RECOMMENDED SELECTION AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE PURCHASE OF TWO FIRE DEPARTMENT COMMAND VEHICLES AND ONE DRONE VEHICLE, AND OUTFIT ALL THREE WITH EMERGENCY RESPONSE EQUIPMENT, IN AN AMOUNT NOT TO EXCEED \$340,000.00**

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### **RECOMMENDATION**

Adopt a resolution to purchase and outfit two fire department command vehicles and one drone vehicle.

### **BACKGROUND**

As part of our Operations Budget to replace our Command and Drone vehicles, we have submitted three bids from local dealerships for approval. The budget for these vehicles was approved in FY 2023/2024 in the amount of \$340,000.00.

The Seaside Fire Department purchased two Chevy Tahoes in 2015 equipped as Command Vehicles for response and establishing Incident Command. We also utilize a 2006 Chevy Tahoe as a backup vehicle. All three vehicles suited the needs to carry maps, plans, forms, and other necessary items to operate an incident from the back of the built-in command module. Chief officers also carry their Personal Protective Gear (PPE) inside the vehicles as needed to enter IDLH atmospheres at incidents.

Industry standard recommends that Fire Departments move to pick-up truck Command Vehicles with a camper style built-in command module. This allows for better separation of Personal Protective gear to be stored in the rear of the vehicle, away from the driver, thus eliminating any potential exposure to carcinogens on PPE. Several years ago, the

Fire Department acquired a 2000 Ford Expedition that was previously used as a K-9 transport vehicle. The vehicle has recently been converted to the Drone vehicle that transports crew members and Drone equipment to incidents. The new Done vehicle will be a pick-up truck with a camper-style shell that will carry supplies and monitors for a rapid set-up.

In pursuing the pick-up trucks, we also took into consideration the ability to have 4-wheel drive capability, crew cab access for transporting personnel, along with reliability.

Those vehicles included:

Chevy Silverado

Dodge RAM Tradesman

Ford F-150

The recommendation submitted would be to purchase three Chevy Silverado pick-up vehicles.

### **FISCAL IMPACT**

The Seaside Fire Department received three bids for the pick-up style Command and Drone vehicles:

Premier Chevrolet of Seaside: \$55,819.11

Seaside Chrysler Dodge Jeep RAM: \$58,192.83

Cypress Coast Ford: \$62,671.26

Emergency Response Package and Radios:

Aftermarket equipment is necessary to adequately outfit the purchased vehicles to have emergency lights and sirens. Aftermarket equipment includes fire lights, sirens, console controls, radios, and other equipment required to have a fully operational Fire Command vehicle.

LEHR is the vendor most recently used for the Seaside Fire Department and is the sole-source provider. LEHR is located in Hollister, California and is familiar with providing aftermarket equipment to peninsula agencies.

Fiscal Impact:

Vehicle Purchases: \$167,457.33 (three vehicles @ \$55,819.11 each)

Vehicle Emergency Package Outfitting: \$172,543 ( three vehicles @ \$57,514 each)

Total Anticipated Fiscal Impact: \$340,000.00

FD Line Item Budget Account #100-6640-8180 (Incident Command Vehicles)

### **ATTACHMENTS**



1. Attachment A - Vehicle bids
  2. Resolution Approving the Purchase of Two Fire Department Command Vehicles and One Drone Vehicle
- 

Reviewed for Submission to the City Council by:



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Jaime M. Fontes, City Manager



**\*\*\*EXPERIENCE THE DIFFERENCE\*\*\***

QUOTED BY: GENTIL GMAN SENA- COMMERCIAL FLEET SALES DIRECTOR- CELL#925-989-0541.



B U S I N E S S  
E L I T E

WWW. PREMIERCHEVYOFSEASIDE.COM

4 HEITZINGER PLAZA – SEASIDE, CA 93955 - 925-989-0541

**City of Seaside**

**QUOTE # 0265**

**08/07/2023**

**STK# order**

**VEHICLE: 2023 CHEVROLET 1500 SILVERADO CREW 4X4 WORK TRUCK**

**FLEET PRICE \$51,000**

**DMV,DOC FESS \$85.00**

**SALES TAX \$4,725.36**

**TOTAL DUE \$55,819.11\* FOR EACH UNIT**

**\*ABOVE PRICING DOES NOT INCLUDE TAX OR LIC FEES EXTRA\* THANK YOU FOR YOUR BUSINESS!** 🍷

Seaside Chrysler Dodge Jeep RAM  
3 GEARY PLZ  
SEASIDE, CA 939553612

Configuration Preview

Date Printed: 2023-07-08 1:49 PM VIN: Quantity: 1  
Estimated Ship Date: VON: Status: BA - Pending order

Sold to: Ship to:  
Seaside Chrysler Dodge Jeep RAM (27263) Seaside Chrysler Dodge Jeep RAM (27263)  
3 GEARY PLZ 3 GEARY PLZ  
SEASIDE, CA 939553612 SEASIDE, CA 939553612

Vehicle: 2024 1500 TRADESMAN CREW CAB 4X4 (153.5 in WB 6 ft 4 in Box) (DT6L91)

|                   | Sales Code | Description                                             | MSRP(USD)     |
|-------------------|------------|---------------------------------------------------------|---------------|
| Model:            | DT6L91     | 1500 TRADESMAN CREW CAB 4X4 (153.5 in WB 6 ft 4 in Box) | 47,815        |
| Package:          | 27A        | Customer Preferred Package 27A                          | 0             |
|                   | EZL        | 5.7L V8 HEMI MDS VVT eTorque Engine                     | 0             |
|                   | DFR        | 8-Spd Auto 8HP75 Trans                                  | 0             |
| Paint/Seat/Trim:  | PW7        | Bright White Clear Coat                                 | 0             |
|                   | APA        | Monotone Paint                                          | 0             |
|                   | *TX        | HD Vinyl 40/20/40 Split Bench Seat                      | 0             |
|                   | -X8        | Black/Diesel Gray                                       | 0             |
| Options:          | XHC        | Trailer Brake Control                                   | 295           |
|                   | YEP        | Manuf Statement of Origin                               | 0             |
|                   | A61        | Tradesman Level 1 Equipment Group                       | 1,695         |
|                   | MDA        | Front License Plate Bracket                             | 0             |
|                   | NFF        | 33 Gallon Fuel Tank                                     | 445           |
|                   | XFH        | Class IV Receiver Hitch                                 | 445           |
|                   | 5N6        | Easy Order                                              | 0             |
|                   | 171        | Zone 71-Los Angeles                                     | 0             |
|                   | 4EA        | Sold Vehicle                                            | 0             |
| Discounts:        | YGE        | 5 Additional Gallons of Gas                             | 0             |
| Destination Fees: |            |                                                         | 1,995         |
|                   |            |                                                         | = Restriction |
| Total Price:      |            |                                                         | 52,690 .      |

Order Type: Retail PSP Month/Week:  
Scheduling Priority: 1-Sold Order Build Priority: 99  
Salesperson:  
Customer Name:  
Customer Address:

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.



Seaside CDJR  
3 Geary Plaza  
Seaside  
CA, 93955  
<https://www.seasidechryslerdodgejeepram.com/>

Deal #  
889797

Richard  
Contact Sales: (831) 394-6666  
[bdc1@cacargroup.com](mailto:bdc1@cacargroup.com)



## SEASIDE FIRE DEPT

### Cash

**\$0.00**  
Customer Cash

**\$58,192.83**

### Payment Detail

|                 |             |
|-----------------|-------------|
| Selling Price   | \$52,690.00 |
| Your Price      | \$52,690.00 |
| Fees            | \$629.00    |
| Taxes (9.25%)   | \$4,873.83  |
| Amount Financed | \$58,192.83 |

X

Customer Signature & Date

Payments offered here are all subject to final credit approval from the lending institution. Vehicle Price does not include accessories and is before Taxes and/or applicable fees. Leases in some cases require additional cash for Security Deposit, and at Lease's End, Lessee is responsible for \$0.25 per Mile over 10000 Miles per year and a Disposition Fee of \$495.00. Wear and tear guidelines apply. All prices, specifications, and availability subject to change without notice.

# Quote

CYPRESS COAST FORD  
Mike Aubuchon  
831-899-8300 Work PH  
831-915-5531 Cell  
831-899-2814 FAX

DATE: JULY 14, 2023

4 GEARY PLAZA  
SEASIDE CA 93955

TO David Nava  
Division Chief  
Seaside, CA 93955  
831.899.6790  
831.236.9971



| FLEET MANAGER | STOCK # | SHIPPING METHOD | SHIPPING TERMS | DELIVERY DATE | PAYMENT TERMS  | DUE DATE |
|---------------|---------|-----------------|----------------|---------------|----------------|----------|
| Mike Aubuchon | TBD     | delivered       | N/C            | TBD           | Due on receipt | TBD      |

| QTY | ITEM #            | DESCRIPTION                                                                                                                                                                                                                                                                                                                           |  |                | TOTAL       |
|-----|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------|-------------|
| 1   | 101A<br>XL SERIES | 2023 F-150 4X4 SUPERCREW 157" WHEELBASE<br>5.0L V8 ENGINE INTERIOR ELEC TEN-SPEED AUTO<br>W/TOW M<br>OXFORD WHITE<br>BLACK SPORT CLOTH 40/CON/40<br><br>TRAILER TOW PACKAGE<br>INTEGRATED TRAILER BRAKE CONT<br>FX4 OFF-ROAD PACKAG<br>20" 6-SPOKE MAGNETIC PKT WHLS<br>STX SPORT CLOTH<br><br><b><u>*Subject to availability</u></b> |  |                | \$57,285.00 |
|     |                   |                                                                                                                                                                                                                                                                                                                                       |  | DMV            | N/A         |
|     |                   |                                                                                                                                                                                                                                                                                                                                       |  | DOC / TIRE FEE | \$88.75     |
|     |                   |                                                                                                                                                                                                                                                                                                                                       |  | SALES TAX      | \$5,306.26  |
|     |                   |                                                                                                                                                                                                                                                                                                                                       |  | TOTAL BID      | \$62,671.26 |

Quotation prepared by: Mike Aubuchon

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: \_\_\_\_\_

**RESOLUTION NO. 23-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**APPROVING THE PURCHASE OF TWO FIRE DEPARTMENT COMMAND VEHICLES AND ONE DRONE VEHICLE, AND OUTFITTING ALL THREE WITH EMERGENCY RESPONSE EQUIPMENT, IN AN AMOUNT NOT TO EXCEED \$340,000.00**

**WHEREAS,** the Seaside Fire Department is in need of two new command vehicles and one drone vehicle; and

**WHEREAS,** the City Council has approved the budget for these vehicles in the amount of \$340,000.00; and

**WHEREAS,** the Fire Department has received three bids from local dealerships for the purchase of these vehicles; and

**WHEREAS,** the Fire Department recommends that the City Council approve the purchase of three Chevy Silverado pick-up trucks for the command vehicles and one Chevy Silverado pick-up truck for the drone vehicle; and

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council of the City of Seaside, as follows:

Section 1. The City Council approves the purchase of two Chevy Silverado pick-up trucks for the command vehicles and one Chevy Silverado pick-up truck for the drone vehicle.

Section 2. The City Council authorizes the Fire Department to outfit all three vehicles with emergency response equipment, in an amount not to exceed \$340,000.00.

Section 3. This resolution shall take effect immediately.

**PASSED AND ADOPTED** at a regular City Council meeting of the City of Seaside duly held on the 7<sup>th</sup> day of September 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

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Ian N. Oglesby, Mayor

ATTEST:

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Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

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Sheri L. Damon, City Attorney



## **CITY OF SEASIDE STAFF REPORT**

**Item No.: 8.E.**

**TO:** City Council

**FROM:** Jaime M. Fontes, City Manager

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

**DATE:** September 7, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN FINANCIAL SERVICES TO COMPLETE THE WATER RATE AND CAPACITY FEE STUDIES FOR SEASIDE MUNICIPAL WATER SYSTEM FOR AN AMOUNT NOT TO EXCEED \$41,350.00**

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### **RECOMMENDATION**

Adopt a resolution authorizing a professional services agreement with Willdan Financial Services to complete the Water Rate and Capacity Fee Studies for Seaside Municipal Water System for an amount not to exceed \$41,350.00.

### **BACKGROUND**

The Seaside Municipal Water System (SMWS) is comprised of approximately 800 service connections serving approximately 3,300 customers. The water system consists of one water well, two water tanks (500,000 gallons each), and seven miles of distribution piping. The water system serves the northeast portion of the City of Seaside and is bounded by La Salle Avenue to the north, Hilby Avenue to the south, Yosemite Street to the west and General Jim Moore Boulevard to the east. The system was originally constructed in 1966, with additions and improvements added over time. The service area is built-out, with new connections limited to accessory dwelling units. The City operates the water system as an Enterprise Fund. Upgrading of the system is funded through revenues in excess of maintenance and operation expenses. The majority of revenue comes from billings for consumption and meter charges. A very small portion of revenue comes from service installations, interest income, and other miscellaneous income sources. California America Water Company (Cal Am) and Marina Coast Water District (MCWD) are the water utility purveyors that serve the remaining Seaside residents.



The City of Seaside Municipal Water System last completed water rate and capacity fee studies in 2019 and 2020. This resulted in an increase in the billing rates which took effect in 2019. Since then, the needs of the water system have increased, including operational costs of the water utility, and funding of Capital Improvement Projects in order to repair and improve the facilities so as to continue to provide customers with available and safe potable drinking water.

A Request for Proposals (RFP) was released on June 15, 2023, and proposals were due on July 20, 2023. The City received five (5) proposals in response to the RFP. The prime consultants of the teams are Black & Veatch Management Consulting, LLC., Bartle Wells Associates, HF&H Consultants, LLC, Willdan Financial Services, and Harris & Associates, Inc. City staff comprised of the Finance Director, Public Works Director/City Engineer, Associate Engineer, and engineering Administrative Analyst as well as a Consulting Civil Engineer, reviewed and rated the proposals. The proposals were rated based on the qualifications of the project team; project understanding and approach; scope; project management; and, references that confirm a record of producing quality products on similar projects on time and within budget.

Willdan Financial Services was selected based on their qualifications and overall rating. The Professional Services Agreement for Willdan Financial Services to prepare the Water Rate and Capacity Fee Studies is for an amount not to exceed \$41,350.00. And, an approximate 10% contingency adds \$4,135.00 for a total agreement amount of \$45,485.00.

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a professional services agreement, PSA, with Willdan Financial Services for the amount not to exceed \$41,350.00 to complete the Water Rate and Capacity Fee Studies.

### **FISCAL IMPACT**

The Water Rate and Capacity Fee Studies is to be funded from the Fiscal Year 2023/2024 Budget Water Master Plan account (Account No. 401-8910-9566) which has a remaining balance of \$82,000.00. There are sufficient funds in the Water Master Plan budget to enter into a professional services agreement with Willdan Financial Services.

### **ATTACHMENTS**

1. Resolution
2. Professional Services Agreement

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Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

## **RESOLUTION NO. 23-XX**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

#### **AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN FINANCIAL SERVICES TO CONDUCT THE WATER RATE AND CAPACITY FEE STUDIES FOR AN AMOUNT NOT TO EXCEED \$41,350.00**

**WHEREAS**, the Water Rate and Capacity Fee Studies (Project) is adopted in the fiscal year 2023/2024 annual budget; and

**WHEREAS**, the request for proposal for professional services was released on June 15, 2023, and proposals were due on July 20, 2023; and

**WHEREAS**, there were five proposals received from Black & Veatch Management Consulting, LLC., Bartle Wells Associates, HF&H Consultants, LLC, Willdan Financial Services, and Harris & Associates, Inc and

**WHEREAS**, a comprehensive review and rating of the proposals was performed, by a panel of City staff; and

**WHEREAS**, Willdan Financial Services was found to be the most qualified to perform the work; and

**WHEREAS**, the Willdan Financial Services proposal was in the amount of \$41,350.00; and

**WHEREAS**, an amount of \$4,135.00 contingency, approximately 10% of the professional services agreement amount, should be authorized on an as required basis; and

**WHEREAS**, the adopted fiscal year 2022/2023 budget for Water Master Plan (Account No. 401-8910-9566) was \$170,000.00; and

**WHEREAS**, the Water Master Plan contract paid out of Account No. 401-8910-9566 is in the amount of \$88,000.00 with a \$8,800 contingency for a total possible contract value of \$96,800.00; and

**WHEREAS**, the unencumbered remaining balance for the Water Master Plan (Account No. 401-8910-9566) is \$82,000.00; and

**WHEREAS,** there are sufficient funds in the Water Master Plan Account to fund the preparation of the Water Rate and Capacity Fee Studies by Willdan Financial Services; and

**NOW, THEREFORE BE IT RESOLVED,** that the City Council of the City of Seaside authorizes the City Manager to execute a professional service agreement with Willdan Financial Services for an amount not to exceed amount of \$41,350.00 for the professional services for the Water Rate and Capacity Fee Studies; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Seaside authorizes the City Manager to approve up to an additional 10% contingency for written amendments and extensions to the professional services agreement outlined above such that the full value may not exceed \$45,485.00.

**PASSED AND ADOPTED** at a regular City Council meeting of the City of Seaside duly held on the 7<sup>th</sup> of September, 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  
DESIGN PROFESSIONAL SERVICE AGREEMENT  
FOR THE 2023 WATER RATE AND CAPACITY FEE STUDIES**

THIS AGREEMENT, is made and effective September 7, 2023, between the City of Seaside, a municipal corporation ("Agency") and Willdan Financial Services, a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. 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 **June 30, 2024**, unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES**

Consultant shall perform the tasks described and set forth in **Exhibit A**, 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**.

**3. PERFORMANCE**

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

**4. AGENCY MANAGEMENT**

Agency's City Engineer shall represent Agency in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. Agency's City Manager shall be authorized to act on Agency's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

**5. PAYMENT**

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit B**, 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 **FORTY ONE THOUSAND THREE HUNDRED AND FIFTY dollars (\$41,350.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

(c) Consultant 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 Agency disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

## **6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The Agency may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency 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 Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

## **7. DEFAULT OF CONSULTANT**

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

(b) If the Agency Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant 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 the Consultant fails to cure its default within such period of time, the Agency 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.

## **8. OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant 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. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom 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 for a 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.

## **9. INDEMNITY AND DEFENSE**

### **(a) Indemnification and Defense for Professional Services**

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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.

### **(b) For All Other Liabilities**

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

## **10. INSURANCE**



Consultant 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.

#### **11. INDEPENDENT CONSULTANT**

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

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

#### **12. LEGAL RESPONSIBILITIES**

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

#### **13. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, 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 the City to any and all remedies at law or in equity.

**14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of Agency, 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.

**15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without Agency's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency 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 Agency. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Agency notice of such court order or subpoena.

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants 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 thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

**16. 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 Agency: City of Seaside  
440 Harcourt Ave  
Seaside, CA 93955  
Attention: City Clerk

To Consultant: Willdan Financial Services  
27368 Via Industria, Suite 200  
Temecula, CA 92590  
Attention: Chris Fisher

**17. ASSIGNMENT**

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 Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, Chris Fisher shall be the Project Manager and Engineer of Record for the services described in this Agreement.

Chris Fisher may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of Chris Fisher from Consultant's employ. Should he/she leave Consultant's employ, the Agency 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 Governing Board and the Consultant.

**18. LICENSES**

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

**19. GOVERNING LAW**

The Agency and Consultant 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 the municipal, superior, or federal district court with jurisdiction over the Agency.

**20. 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.

**21. WORK SCHEDULED/TIME OF COMPLETION**

Consultant shall complete the outlined scope of work in a timely manner within the time frame per "Section 1. Term" of this contract.

**22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

Consultant is bound by the contents of Agency's Request for Proposal, **Exhibit "D"** hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, **Exhibit "A"** hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

CONSULTANT: Willdan Financial Services

By:   
Chris Fisher, Vice President/Director

Date: August 28, 2023

City of Seaside  
A Municipal Corporation

\_\_\_\_\_  
Jaime M. Fontes, City Manager

Date: \_\_\_\_\_

|              |           |                        |
|--------------|-----------|------------------------|
| Attachments: | Exhibit A | Consultant Proposal    |
|              | Exhibit B | Fee Schedule           |
|              | Exhibit C | Insurance Requirements |
|              | Exhibit D | Request for Proposal   |

**EXHIBIT A**  
**CONSULTANT PROPOSAL**

## EXHIBIT A

# City of Seaside

## Water Rate and Capacity Fee Studies



## 1. Cover Letter

July 18, 2023

Ms. Kristin van Gend  
Administrative Analyst II  
City of Seaside  
440 Harcourt Avenue  
Seaside, CA 93955

**Re:     *Technical Proposal to Provide a Water Rate and Connection Fee Study for the City of Seaside***

Dear Ms. van Gend:

Based on our review of the Request for Proposals, information obtained from the City of Seaside's ("City") most recent budget and audited financial statements, and our considerable experience in utility rate and financial consulting for cities, Willdan Financial Services ("Willdan") is pleased to submit the following proposal to complete a water rate and connection fee study for the City. We welcome this opportunity to bring a fresh perspective while collaborating with the City on the development of a comprehensive financial and rate model. ***The key objective of this effort will be to undertake a comprehensive analysis of the City's water utility, prepare a five-year financial plan, and provide appropriate recommendations, with particular focus on the financial impact of proposed capital projects, including the planned Well #4 Replacement Project and projects identified in the ongoing Water Master Plan.***

Willdan's interactive approach will result in a customized Excel financial model, that the City will retain, as well as a focused and tailored analysis of the City's current rates, revenues, capital project and operational expenditures, debt commitments, reserve funding, and other financial data. The culmination of our analysis will be a comprehensive financial management plan that develops projected system operating results for the next ten (10) fiscal years, and suggested rates for up to five (5) years. We will employ our proven interactive approach, supported with advanced financial modeling techniques, to develop a sophisticated and flexible financial model to help us guide the City through operating and financial scenarios, while evaluating the impact of policy assumptions, and performing sensitivity analysis on utility rates and financial strategies.

Our ability to focus on the financial aspects of operating publicly owned utility systems is coupled with recognized leadership in strategic planning and operations and enables us to bring unmatched value to our clients. Our team brings a set of nationally recognized qualifications and experts that sets us apart. These qualifications include:

***Direct and Recent Experience with Cities and Projects with Same Objectives as Seaside*** — Willdan does have familiarity with the City, having worked previously with Staff on the annual administration of property assessments, which have since matured, as well as economic analysis related to the reuse of Fort Ord. In addition, we have worked recently with numerous cities on water and wastewater rate studies with objectives that closely mirror those outlined in the City's RFP and discussed above – analyzing the current financial plan for the utilities, understanding the impact of capital projects and changing operations, and ensuring sufficient and stable funding for ongoing and projected needs.

***We recently completed successful comprehensive studies for the Cities of Blythe, Lomita, Lakeport, La Palma, Soledad, Guadalupe, Grover Beach, the McKinleyville Community Services District, and are currently working with the Cities of Vacaville, Dinuba, Fillmore, and Calexico, with objectives and experience that relate closely to the goals of the City's proposed study.***



**Unmatched Experience Developing and Implementing Utility Rates** — Willdan is nationally recognized for its expertise in developing and implementing utility system financial planning, rate, and impact fee studies, and has extensive experience in California implementing **Proposition 218** compliant rate structures, in consultation with leading Proposition 218 legal experts.

**Unique Approach** — Our approach to the development of financial models and analysis for water utilities has been carefully honed over the years. We will work collaboratively with City staff to carefully assess and understand the City’s unique utility system concerns and issues, clarify goals and objectives for the study, and develop a tailored approach that will best serve your needs.

We do not use a “cookie-cutter” approach, but rather bring a combination of planning and financial expertise providing a thorough understanding of utility operations and management. A key to our approach is the use of a sophisticated and dynamic model and dashboard that allows us to quickly evaluate alternatives resulting from changes in assumptions and input variables, to address different policy and financial objectives.

**Communicating the Results** — Sound technical analysis is only one element of this process. It will be equally important to effectively communicate the results and implications of the proposed rate structures to City Staff, City Councilmembers, key stakeholders, and ***ultimately to those that will be subject to new rates***. Most of our projects incorporate significant community and/or stakeholder involvement and education efforts, and our experienced consultants excel in communicating complicated technical analysis in a manner that is easy to follow and understand. ***The intuitive setup of our financial models allows Willdan to discuss and present critical information in a way that facilitates outreach and maximizes engagement.*** Our reports and presentations provide a solid understanding of the project and the rationale behind the development of the rates.

Willdan has the availability to dedicate time, personnel, and appropriate levels of resources to this effort, with a commitment to the availability of the firm and all key project staff during the contract period. I, Chris Fisher, will serve as the primary contact person for this proposal; as an officer of the firm, I am authorized to negotiate and bind Willdan Financial Services. Provided in the table below is my contact information.

| Willdan Financial Services                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Proposal Contact                                                                                                                                                                                |
| Chris Fisher<br>Vice President / Director<br>27368 Via Industria, Suite 200   Temecula, CA 92590<br>Tel #: (951) 587-3500   Email: <a href="mailto:CFisher@Willdan.com">CFisher@Willdan.com</a> |

Willdan maintains exceptional experience in utility cost of service and rate analysis and is excited about this opportunity to use our skills and expertise to serve the City of Seaside.

Sincerely,

**WILLDAN FINANCIAL SERVICES**



Chris Fisher  
Vice President / Director

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## 2. Project Team

### Qualifications and Resumes

Our management and supervision of the project team is very simple: fill every position with experienced, capable personnel in sufficient numbers to deliver a superior product to the City, on time and on budget. With that philosophy in mind, we have selected the following professionals for this engagement. We are confident that our team possesses the depth of experience that will successfully fulfill your desired work performance. With our team's extensive in-house experience, no subconsultants will be utilized for this project.

### Project Team

| City of Seaside Project Team                        |                                                |                                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Key Team Member                                     | Project Role                                   | Responsibility to the Engagement                                                                                                                                                                                                                                                       |
| <b>Chris Fisher</b><br>Vice President /<br>Director | Principal-in-Charge /<br>Project Manager       | <ul style="list-style-type: none"> <li>Technical guidance;</li> <li>Project oversight;</li> <li>Responsible for project deliverables;</li> <li>Stakeholder outreach;</li> <li>Review of deliverables and Quality Control; and</li> <li>Meeting and presentation attendance.</li> </ul> |
| <b>Michael Cronan</b><br>Project Manager            | Lead Financial Analyst                         | <ul style="list-style-type: none"> <li>Collect, coordinate, interpret, and analyze key data;</li> <li>Lead development of the model and financial plan;</li> <li>Attendance at presentations and meetings; and</li> <li>Report preparation.</li> </ul>                                 |
| <b>Kevin Burnett, MA</b><br>Principal Consultant    | Technical Advisor /<br>Quality Control Manager | <ul style="list-style-type: none"> <li>Task oversight;</li> <li>Report evaluation;</li> <li>Quality assurance &amp; control; and</li> <li>Ensure procedural integrity.</li> </ul>                                                                                                      |

### Project Manager / Staff Continuity

Mr. Fisher has been assigned to serve as the City's representative; and has been selected for this role due to his extensive experience, which includes the preparation and supervision of numerous utility rate studies, as well as his experience presenting to governing bodies, stakeholders, and industry groups.

**It is important to note that Mr. Fisher has been with Willdan for 24 years, ensuring the City of Seaside of continuity and dedication in staffing during the completion of the project.**

Willdan is composed of over 1,500 employees, including a cadre of public finance experts. If necessary, Mr. Fisher can recruit additional, qualified individuals from our employee roster to assist with the completion of this engagement to deliver the final materials on time and within budget. We do not anticipate staffing changes during the course of the project, however, should the situation arise, any change in team members will be discussed and approved in concert with the City prior to the change being made.

### Resumes

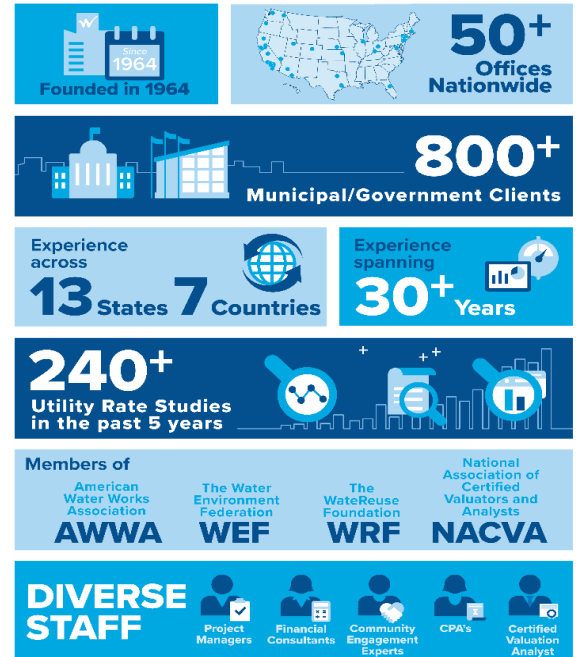
Resumes for Willdan's project team are presented as an Exhibit, as requested.

### 3. Relevant Project Experience

#### Firm Profile

Willdan Financial Services is an operating division within Willdan Group, Inc. (WGI), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly traded company (WLDN). WGI, through its divisions, provides professional technical and consulting services that ensure the quality, value and security of our nation's infrastructure, systems, facilities, and environment. The firm has pursued two primary service objectives since its inception—ensuring the success of its clients and enhancing its surrounding communities.

A financially stable company, Willdan has over 1,500 employees working in more than a dozen states across the U.S. Our employees include a number of nationally recognized Subject Matter Experts for all areas related to the broadest definition of connected communities—*three of whom are committed to contribute their expertise throughout the duration of the City of Seaside's Utility Rate Study engagement.*



#### Willdan Financial Services

Established on June 24, 1988, Willdan Financial Services, a California Corporation, is a national firm and is one of the largest public sector economic and financial analysis consulting firms in the United States. Since that time, we have helped over 800 public agencies successfully address a broad range of infrastructure challenges. Willdan assists local public agencies by providing the following services:

| Willdan Financial Services                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Services                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                 |
| <ul style="list-style-type: none"> <li>User fee studies</li> <li>Cost allocation plan studies</li> <li>Utility rate and cost of service studies</li> <li>Real estate economic analysis</li> <li>Municipal advisory services</li> <li>District administration services</li> <li>Property tax audits</li> <li>Economic development strategic plans</li> </ul> | <ul style="list-style-type: none"> <li>Development impact fee establishment and analysis</li> <li>Tax increment finance district formation and amendment</li> <li>Feasibility studies</li> <li>Arbitrage and continuing disclosure services</li> <li>Debt issuance support</li> <li>Long-term financial plans and cash flow modeling</li> </ul> |

#### Project Manager / Key Staff References

| References         |                                         |                                                                                                                                                                                                |
|--------------------|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Client             | Project                                 | Contact                                                                                                                                                                                        |
| City of Dinuba, CA | Water and Wastewater Utility Rate Study | Mr. George Avila, Business Manager<br>1088 E. Kamm Avenue, Dinuba, CA 93618<br>Tel #: (559) 591-5924   Email: <a href="mailto:gavila@dinuba.ca.gov">gavila@dinuba.ca.gov</a>                   |
| City of Lomita, CA | Water Rate Study                        | Carla Dillon, P.E., Public Works Director<br>24300 Narbonne Ave, Lomita, CA 90717<br>Tel #: (310) 325-7110 x 124   Email: <a href="mailto:c.dillon@lomitacity.com">c.dillon@lomitacity.com</a> |

## References

Provided below are recent project descriptions, including client contact information, which are similar in nature to those requested by the City. We are proud of our reputation for customer service and encourage you to contact our clients regarding our commitment to completing these assignments within the agreed upon project budget and schedule.

### McKinleyville Community Services District, CA | Water & Sewer Rate & Capacity Fee Study

Willdan recently assisted MCSD with a water and sewer rate study, where rates were successfully adopted for five years, for both utilities. The project included a rigorous evaluation of the CIPs for both utilities, testing of scenarios to understand the financial impacts on customers and mitigate rate increases. The District takes a conservative and aggressive approach to completing capital projects and accumulating reserves to protect itself from unanticipated events, so our modeling included multiple provisions to present, discuss and evaluate options. The project included the preparation of the comprehensive model and financial plan, which analyzed projections for both utilities for ten years, preparation of reports, preparation and mailing of Prop 218 notices, and presentation of results to the Board of Directors. Rates were successfully adopted in November 2022.

**Client Contact:** Mr. Patrick Kaspari, PE, General Manager  
1656 Sutter Road, McKinleyville, CA 95519  
Tel #: (707) 839-3251 | Email: [pkaspari@mckinleyvillecsd.com](mailto:pkaspari@mckinleyvillecsd.com)

### City of Lakeport, CA | Water and Sewer Rate Study

Willdan assisted the City of Lakeport with the development of a water and wastewater utility rate study. The scope of services included development of the financial plan, model, and reports, including the adjustment of the tiered rate structure. The City was in the position of needing potentially significant rate increases, so we worked collaboratively with them throughout the process to evaluate options for the financial plan to address the needs of the utilities, while balancing the impact on ratepayers.

Willdan team members worked closely with the City's Proposition 218 legal counsel to update the City's water rate structure while ensuring compliance with the applicable provisions of the California Constitution, as well as the San Juan Capistrano court decision.

**Client Contact:** Nick Walker, Assistant City Manager, Finance Director  
225 Park Street, Lakeport, CA 95453  
Tel #: (707) 263-5615 x 301 | Email: [nwalker@cityoflakeport.com](mailto:nwalker@cityoflakeport.com)

### City of Grover Beach, CA | Water and Wastewater Rate Study

Willdan was selected in 2020 to complete a water and sewer rate study for the City of Grover Beach. The project included the completion of a comprehensive financial plan, along with cost-of-service analysis and development of updated rates. We collected and evaluated the necessary data, prepared the financial plan with various options and scenarios for City staff's consideration, including shifting from a uniform water rate structure to either a two- or three-tiered structure, and prepared and submitted the rate study report with the selected approach.

The City's utilities were in relatively good health, so major increases were not recommended. Currently the City Council has received the rate report and recommendations, the date has been set for the Public Hearing as required by Proposition 218.

**Client Contact:** Deanne Purcell, Administrative Services Director  
154 South 8th Street, Grover Beach, CA 93433  
Tel #: (805) 473-4555 | Email: [dpurcell@groverbeach.org](mailto:dpurcell@groverbeach.org)

## Utility Rate Project Experience

The abbreviated table of experience below outlines projects that are similar in nature to those requested.

| Willdan Financial Services<br>Utility Related Experience |                                                                                  |
|----------------------------------------------------------|----------------------------------------------------------------------------------|
| Agency                                                   | Project                                                                          |
| City of Albany, CA                                       | Sewer Rate Study                                                                 |
| City of Avenal, CA                                       | Water and Sewer Rate Study                                                       |
| City of Blythe, CA                                       | Water and Sewer Rate Study                                                       |
| City of Brighton, CO                                     | Potable Water Rate Study                                                         |
| City of Calexico, CA                                     | Water & Sewer Rate Study and Connection Fee Study                                |
| City of Claremont, CA                                    | Sewer Rate Study                                                                 |
| City of Coachella, CA                                    | Proposition 218 Sewer Mailing                                                    |
| City of Delano, CA                                       | Water, Sanitary Sewer, Solid Waste Utility Rate Study                            |
| City & County of Denver, CO                              | Sanitary Sewer & Storm Drainage Benchmarking and Storm Drainage Impact Fee Study |
| City of Dinuba, CA                                       | Water, Sewer, & Solid Waste Rate Study                                           |
| City of Durango, CO                                      | Water and Wastewater Rate Study                                                  |
| City of Fillmore, CA                                     | Water and Sewer Rate Study                                                       |
| City of Flagstaff, AZ                                    | Utility Rate Analysis                                                            |
| City of Fruita, CO                                       | Sewer Rate Study                                                                 |
| City of Grover Beach, CA                                 | Water, Wastewater, and Stormwater Financial Plan and Utility Rate Study          |
| City of Guadalupe, CA                                    | Water and Sewer Rate Study                                                       |
| City of Hercules, CA                                     | Wastewater Financial Plan and Connection Fee Study                               |
| City of Kingman, AZ                                      | Water and Sewer Rate Study                                                       |
| City of La Palma, CA                                     | Water and Sewer Rate Study                                                       |
| City of Lakeport, CA                                     | Water and Sewer Rate Study, and Connection Fee Study                             |
| City of Lomita, CA                                       | Water Rate Study                                                                 |
| City of Norwalk, CA                                      | Water Rate Study                                                                 |
| City of Pinole, CA                                       | Wastewater Rate and Fee Study                                                    |
| City of Richmond, CA                                     | Wastewater Rate Study                                                            |
| City of Sebastopol, CA                                   | Water and Wastewater Fee Study                                                   |
| City of Soledad, CA                                      | Water Rate Study Consulting Services                                             |
| City of Tulare, CA                                       | Water and Wastewater Rate Study                                                  |
| City of Twentynine Palms, CA                             | Sewer Treatment Facility Fair Share and Sewer Rate Analysis                      |
| County of San Diego, CA                                  | Sewer Rate and Standby Charge Study                                              |
| McKinleyville CSD, CA                                    | Water and Wastewater Rate and Capacity Fee Study                                 |
| Mission Springs Water District, CA                       | Water and Sewer Rate and Fee Study                                               |
| Monte Vista Water District, CA                           | Connection Fee Study                                                             |
| Rainbow Municipal Water District, CA                     | Water and Wastewater Asset Cost and Capacity Fee Study                           |
| Town of Apple Valley, CA                                 | Sewer Rate and Nexus Study                                                       |
| Town of Gilbert, AZ                                      | Water and Sewer Rate Study                                                       |

## 4. Project Understanding and Approach

### Project Understanding

The following project approach and scope of services is based on Willdan's current understanding of the City of Seaside ("City") needs and objectives for the water utility rate study and connection fee study, our review of the most recent audited financial statements and City Budget, and the requested services outlined within the Request for Proposals ("RFP"). ***While this approach and scope is informed by our initial research, we will begin this project by working with the City to enhance our understanding of the City's current financial situation by conducting meaningful discussions regarding your objectives and priorities for this study. Our objective is to provide Staff and the Council with the information it needs to fully understand the water utility's current and projected financial condition, evaluate options for moving forward, and make informed decisions based on this process.***

The intent of this study is to independently evaluate the City's current water and connection fees, to determine whether sufficient revenue is being collected for utility activities and develop an updated schedule of rates that is simple, equitable, and most importantly, structured to meet the future financial needs of the utility. The proposed rate structure must adequately fund the ongoing operating, maintenance and capital improvement needs, and account for yield restrictions associated with the adjudicated Seaside Groundwater Basin.

The City of Seaside provides water to a population of approximately 3,300 through approximately 800 connections. Water services are provided to the remainder of the City by either California American Water or the Marina Coast Water District. A brief review of the most recent financial statements available on the City's website provides insight into the financial condition of the water utility. We reviewed the Annual Comprehensive Financial Report (ACFR) for FY ending June 30, 2022 (FY ending 2023 was not yet available), and the Adopted Annual Budget for 2023/2024 and found the following:

The ACFR shows positive operating results for the fiscal year ended June 30, 2022, and the Budget projected a positive financial result for FY 2022/23 as well. According to the FY 2021/22 ACFR, Operating Revenue was \$1.3M, compared to Operating Expenses of \$889K, for positive operating result of \$415K, which increased net position for the year. The Budget projected a relatively modest positive operating result of \$96K for FY 2022/23, which included normal operations and revenues; it also accounted for a \$1.5M transfer of ARPA money from the General Fund related to the well replacement project and well-related planning and design costs. Planning and design for the well began in FY 2022/23 and will continue into FY 2023/24. On an operating basis the FY 2023/24 Budget shows about \$1.3M in revenue and \$1.6M in expenses, and a budgeted decline in net position of \$367K. The capital plan included in the Budget shows costs related to the Water Master Plan and \$17.75M related to the Well Replacement Project over the next five years. The Water Fund has an interfund loan from the General Fund in the amount of \$7.55M that matures in 2044, so it will be important to ensure provision for debt repayment is maintained in the financial plan we will develop.

The above-mentioned factors require a comprehensive and detailed look at the water utility. Recommended rates will need to account for the operating and capital needs of the utility, payment of debt, replenishment and maintenance of designated reserves, including rate stabilization and capital expenditure funds, and account for updated Safe Yield thresholds determined by the Watermaster for the Seaside Groundwater Basin. Our approach incorporates a Capital Plan Analysis to ensure the utility will be best equipped to address the upcoming Well Replacement (and other projects) and their funding over the next five years.

***The project will entail three primary phases.*** The first is the review and evaluation of the previous rate study and development of objectives, development of a comprehensive financial plan, with projections for the next five years for the purposes of recommending rate adjustments extended out to ten years to provide a longer view of potential utility needs, particularly capital projects. The purpose of the financial plan is to arrive at the required revenue for the utility, which serves as the basis for recommendations going forward, and the development of updated rates, if necessary.



We will produce financial analyses and recommendations to account for critical needs, while balancing them with the potential impact on customers. Willdan will develop a comprehensive financial plan that considers updated forecasts for sales, operating expenses, as well as capital expenses, and provides for:

- Sufficient and stable revenue for operations and routine maintenance;
- Consideration of Safe Yield Limits for the Seaside Basin;
- Adequate coverage for repayment of debt;
- Analysis of tiered rate options;
- Coverage for direct and indirect costs;
- Consideration of Watermaster expenditures;
- Accumulation and maintenance of appropriate reserves, rate stabilization and capital funds;
- Major and minor capital projects.

This financial plan will serve as the basis for a full cost of service analysis and ultimately the development of recommendations for updated rates. The cost-of-service analysis will be conducted to ensure any new recommended rates comply with the requirements of Proposition 218 and recent legal decisions.

*Our recommendations and any proposed structure(s) will be developed in compliance with Proposition 218 requirements and recent court decisions, including the San Juan Capistrano case. We have worked recently with a leading Proposition 218 legal expert to develop tiered rates and supporting analysis to address these factors, allowing us to bring this insight to the City of Seaside's study.*

The financial plan will be created using a **highly flexible and interactive model and dashboard that will allow us to work collaboratively with the City to present and evaluate different financial scenarios, and quickly make changes in underlying assumptions based on feedback and discussions.** Our goal will be to arrive at a financial plan that meets the City's objectives, and that provides understanding and education to City staff and ultimately the Council, as they make decisions regarding the proposed rates.

## Project Methodology

As described herein, and detailed within the scope of services that follows, our approach to this water rate study is built around three primary objectives:

| Primary Objectives                                                                                                     |                                                                                               |                                                                                                             |
|------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
|                                     |            |                        |
| Working collaboratively with the City of Seaside to develop the comprehensive financial plan and model for the utility | Using the model to develop and evaluate various rate, financial and capital funding scenarios | Arriving at a final plan and set of recommended rates that have a clear and transparent rationale and basis |

We propose to conduct this process in a way in which staff and stakeholders gain understanding throughout the process of how the plan is developed, and how policy and financial decisions affect it, so that we can clearly communicate the process and results to City Council and the community. The communication part of the process is critical in gaining acceptance and understanding of the broader community.

Our rate study analysis will include comprehensive financial management plan alternatives for the next ten fiscal years to support the proposed five-year rate plan.

As part of this analysis, Willdan will develop a comprehensive financial analysis — which incorporates the following:

**The financial planning component of the model provides transparency such that users can develop a viable financial plan and understand the reasons for needed revenue adjustments.**

- Revenue requirements such as operating expenses, transfers, and reserve requirements;
- Major and minor capital expenses;
- Cash and debt-funded major capital expenditures, along with existing annual debt service expenses;
- Adequate funding of designated reserves including operating and existing debt service, and other reserves as outlined in the City's financial policies; and
- Functional cost breakdown consistent with Proposition 218 requirements and American Water Works Association (AWWA) rate-making standards.



The culmination of the revenue requirements analysis, which will include a capital project financing plan and cost of service allocations, will be alternative rate plans which will provide sufficient revenue to meet the ongoing funding needs of the system, while recovering costs from customers in a manner which is fair, equitable, and within reasonable customer impact parameters.

During this project, we will utilize our Microsoft Excel-based model, with its interactive dashboard, as a comprehensive financial tool to allow for planning and reviewing of variable inputs and assumptions, thereby creating a thorough analysis of revenue requirements to address the City's goal of ensuring predictable and stable revenue.

This analysis is then seamlessly integrated with the rate development component of the model to demonstrate and project various rate design alternatives, and the effects they would have on the City's financial outlook.

The model is used in meetings, in order to efficiently cycle through rate scenarios and establish the most viable rate plans for the City. During these interactive meetings, we invite City staff to participate in scenario planning / "what-if" sessions, where we use the dashboard to demonstrate and evaluate the financial/rate impact of alternative data (CIP, operating costs, etc.) and assumptions (interest rates, customer growth, cost escalation, etc.) in real-time to focus on the most critical drivers of the analysis. This ensures the resulting rate plan alternatives are viable from a financial, operational, managerial, and political perspective.

To the extent revenues are not projected to be sufficient to meet requirements including operating expenses, debt service payments and coverage requirements, planned capital expenditures and targeted operating reserves, the model can be used to evaluate variable outcomes and alternatives, providing basis for meaningful discussions with elected officials and stakeholders well in advance of the actual rate increase process.

## Real-Time Financial Modeling

The goal of financial forecasting is to provide clear vision regarding the potential financial outcomes of current management decisions. Our goal is to help you mold the existing knowledge base of the City into a viable financial management and rate plan. At Willdan, the development and use of real-time financial models in an interactive, collaborative process is an integral part of the model development. Any model is only as effective as the expertise of those who develop it; our state-of-the-art financial modeling techniques allow us to incorporate our considerable experience by asking the correct questions, evaluating, and incorporating appropriate data, providing interactive consulting services, and evaluating multiple scenarios with the City in a real-time setting. Because our interactive model will be populated with specific data from the City (i.e., division and account structure), each alternative reviewed in real-time during interactive meetings with the City can be done with a complete understanding of specific customer impacts. Further, our experience ensures that the data loaded into the model is vetted and validated, and that the baseline results from which forecasts are developed are fully understood from the beginning, so that more time is spent on evaluation of potential solutions, rather than questioning whether the underlying data and assumptions are correct.

## Model Development as Part of the Consulting Process

The financial planning model will be designed with the following elements:

- Graphical dashboard to clearly show the results of various scenarios to the user;
- Validated data tables generated from the City's financial and operational information; and
- Easily reviewed and modified assumptions;
- A powerful calculation engine.

The model will be "baselined" after an initial meeting with staff to ensure that we have the correct data and a basic understanding of the financial dynamics of your system. We will then conduct interactive financial planning sessions with City staff.

After validating our data, calculation approach, and baseline assumptions, we will explore alternative scenarios, varying a number of assumptions and financial planning techniques including:

- Rate increase magnitude and timing;
- Alternative timing of capital projects;
- Alternative financing options (alternative combinations of pay-as-you-go, revenue bond debt and other debt, for example);
- Alternative growth/demand forecasts and other “what if” analysis, such as the impact of a loss of one or more service areas or significant customers; and
- Effect of increases in other sources of funds.

Given any combination of cost requirements (both operating and capital), non-rate sources of funds, and forecast assumptions, the Willdan team will work with the City to develop a financial plan that:

- Meets specified reserve targets;
- Addresses identified benchmarks or key performance indicators;
- Fully funds capital expenditures using specified financing techniques; and
- Meets legal, policy and contractual requirements that are financially measurable, such as existing debt service coverage on revenue bonds.

Subsequent to careful development and validation of the baseline forecast, a series of alternative forecasts will be prepared illustrating various results in the following general categories:

- **What if things turn out differently?** These alternatives will demonstrate the sensitivity of the forecast to the significant assumptions used. This results in a sound understanding of areas where a conservative forecast approach is warranted.
- **What happens when we try this?** This series of alternatives focuses on different financial management approaches. For example, the use of different financing techniques such as capitalized interest, interim short-term financing, and capital appreciation bonds may be explored.
- **What can we do to make it better?** This approach to forecasting identifies the factors that may be causing significant rate increases in a given year and explores alternatives. For example, if a large capital project in a single year is the culprit, we would work with staff and the consulting engineers to determine whether this project could be phased or delayed.
- **How will any adjustments affect our customers?** In examining rate structure alternatives, we will demonstrate and discuss how users in various categories or classifications will be impacted. Our consultants will use our rate design model to explore the impact of various rate structures on bills for each customer class over the relevant consumption range.

## Communication as Part of the Consulting Process

Willdan’s experienced professionals are accustomed to communicating with a variety of stakeholder groups, from management and staff, boards, and commissions, as well as the community. Our analytical and modeling approach will be customized to the City’s specific needs. As mentioned, the custom graphical interfaces imbedded in our models allow our consultants to easily track key performance metrics and work through alternative scenarios with the City staff and management. Features of the Excel-based analysis model include the ability to incorporate line-item data and assumptions that are then summarized in a graphic dashboard to show key financial indicators for the utility systems. The sample dashboard illustrates how we can summarize data, assumptions, and calculations into an easy-to-understand graphical interface that updates with each alternative scenario evaluated. A copy of the final dashboard model will be provided to the City of Seaside upon completion of the project.



## 5. Project Schedule

The following proposed schedule outlines the estimated number of weeks to complete each task outlined in our scope of services. A specific project schedule will be developed following consultation and in concert with City staff.

| City of Seaside                                                   |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   |                                                                       |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |
|-------------------------------------------------------------------|--------|----|----|----|-----------|----|----|----|---------|---|----|----|----------|---|----|----|----------|---|----|----|--------------|---|---|-----------------------------------------------------------------------|----------|----|---|----|-------|----|---|----|-------|----|---|---|----|----|----|--|--|
| Water Rate and Capacity/Connection Fee Study                      |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   |                                                                       |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |
| Schedule                                                          |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   |                                                                       |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |
| Scope of Work                                                     | August |    |    |    | September |    |    |    | October |   |    |    | November |   |    |    | December |   |    |    | January 2024 |   |   |                                                                       | February |    |   |    | March |    |   |    | April |    |   |   |    |    |    |  |  |
|                                                                   | 7      | 14 | 21 | 28 | 4         | 11 | 18 | 25 | 2       | 9 | 16 | 23 | 30       | 6 | 13 | 20 | 27       | 4 | 11 | 18 | 25           | 1 | 8 | 15                                                                    | 22       | 29 | 5 | 12 | 19    | 26 | 4 | 11 | 18    | 25 | 1 | 8 | 15 | 22 | 29 |  |  |
| Project Initiation                                                |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   |                                                                       |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |
| Task 1.1 Data Collection & Review                                 |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   |                                                                       |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |
| Task 1.2 Kick-off Meeting & Planning Discussion                   |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   |                                                                       |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |
| Water Rate Study                                                  |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   |                                                                       |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |
| Task 2.1 Financial Plan, Revenue Requirements & Rate Determinants |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   |                                                                       |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |
| Task 2.2 Capital Plan Analysis                                    |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   |                                                                       |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |
| Task 2.3 Cost-of-Service Allocations                              |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   |                                                                       |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |
| Task 2.4 Rate Analysis & Design                                   |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   |                                                                       |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |
| Capacity/Connection Fee Study                                     |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   |                                                                       |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |
| Task 3.1 Data Collection                                          |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   |                                                                       |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |
| Task 3.2 Data Review                                              |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   |                                                                       |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |
| Task 3.3 Land Use Assumptions                                     |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   |                                                                       |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |
| Task 3.4 Develop CIP                                              |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   |                                                                       |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |
| Task 3.5 Calculation of Connection Fees                           |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   |                                                                       |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |
| Preparation of Reports and Proposition 218 Notices                |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   |                                                                       |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |
| Task 4.1 Reports & Deliverables                                   |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   |                                                                       |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |
| Task 4.2 Proposition 218 Notice Preparation                       |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   |                                                                       |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |
| Communicating Results - Presentations & Meetings                  |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   |                                                                       |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |
| Task 5.1 Meetings & Presentations                                 |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   |                                                                       |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |
|                                                                   |        |    |    |    |           |    |    |    |         |   |    |    |          |   |    |    |          |   |    |    |              |   |   | Education, 1st Council Action (Jan-March) & Public Hearing (May 2024) |          |    |   |    |       |    |   |    |       |    |   |   |    |    |    |  |  |

## Project Management

At Willdan, we utilize a Project Management Process/Approach that ensures projects are completed on time, within budget and most importantly yield results that match our clients' expectations. We will document discussions leading to important policy decisions and/or the choice of critical assumptions used in constructing the analysis and model. Following key stakeholder discussions, we will schedule a call to summarize findings and direction with City of Seaside staff, to make certain that we are in agreement with stated objectives, and that feedback is incorporated as appropriate.

| Project Management                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                              |                                                                                                                                                                                                |                                                                                                                                                                                                                               |
| <b>Define the Project</b>                                                                                                                                                                                                                                                                                                                                                    | <b>Plan the Project</b>                                                                                                                                                                                                                                                                                                                                                                                   | <b>Manage the Project</b>                                                                                                                                                                                                                                                                                       | <b>Review the Project</b>                                                                                                                                                                                                                                                           | <b>Communicate the Project</b>                                                                                                                                                                                                                                                                                     |
| <ul style="list-style-type: none"> <li>Identify the project scope, set objectives, list potential constraints, document assumptions.</li> <li>Define a course of action and develop an effective communication plan.</li> <li>Provide a forum for applying the team's collective expertise to solving difficult analytical issues that arise in complex projects.</li> </ul> | <ul style="list-style-type: none"> <li>Collaborate with the project team and client staff and agree upon a timeline to meet the estimated project timeline.</li> <li>Assign workload functions to appropriately qualified staff to ensure milestones are met, on time.</li> <li>Pre-schedule quality control meetings with the project team to maintain the progressive motion of the project.</li> </ul> | <ul style="list-style-type: none"> <li>Manage the execution of the project.</li> <li>Direct existing and upcoming project tasks.</li> <li>Control and monitor work in progress.</li> <li>Provide feedback to client and project team.</li> <li>Identify and resolve deviances from project timeline.</li> </ul> | <ul style="list-style-type: none"> <li>Review all work product and deliverables.</li> <li>Utilize structured quality assurance process involving up to three levels of review at the peer level, project manager level.</li> <li>Procure executive officer level review.</li> </ul> | <ul style="list-style-type: none"> <li>Communicate with the client regarding work status and progress.</li> <li>Ensure client is in receipt of regular status updates.</li> <li>Schedule regular conference calls to touch base.</li> <li>Inform client of roadblocks, work outside of projected scope.</li> </ul> |

## 6. Scope of Services

### Work Plan

The following proposed scope of services is intended to capture the goals and objectives of the City. Willdan is confident the following will effectively meet the stated project objectives. A final scope and schedule will be determined based on further discussions with City staff if selected.

Willdan's work plan will culminate in the successful development of water projections and rates for five years, an extended ten-year financial plan, and the education of staff and key stakeholders.

### Project Initiation

#### Task 1.1 – Data Collection and Review

**Task 1.1.1 – Data Collection.** The City will be provided with an initial list of basic data needed to conduct the study. The data request may include, but will not be limited to:

- Financial and operating data (budgets, audits, financial statements, cash balances, etc.);
- Related reports prepared by others (i.e., Master Plan);
- Capital Improvement Plan, fixed asset records;
- System operating data for the utility;
- Customer account and billing data;
- Debt service schedules;
- Ordinances, previous rate studies, City codes; and
- City financial, debt and reserve policies.

**Task 1.1.2 – Data Review.** We propose to conduct initial data collection and review prior to the kick-off meeting to allow for a more meaningful discussion to occur. This will allow for our review of data in advance of the meeting so that we can request clarifications or follow-up information as necessary. However, if the City's preference is to conduct the kick-off prior to collecting data, we will accommodate that request. The data will be reviewed for completeness and to ensure a sufficient understanding of historical utility operations.

#### Task 1.2 – Kick-off Meeting and Planning Discussion

**Task 1.2.1 – Project Kick-off.** Following initial data collection and review, Willdan will conduct a kick-off meeting with City staff. During this meeting we will discuss goals and objectives of the study, the schedule, constraints, or challenges that may be encountered, stakeholder considerations and objectives, and political concerns. Discussions may center around the following:

- Review of previous rate study and existing rate structure and areas where existing rates have been successful and/or specific areas of focus;
- Review of recent financial performance for the utility;
- Discussion of anticipated significant events (i.e., loss or gain of any major customers, major capital projects);
- Components to incorporate into the updated revenue requirements; such as, capital improvements, debt repayment, reserves, annual repair and replacement, ongoing maintenance, cost of imported water, etc.;
- Strategy and level of effort for outreach and education;
- Conduct a detailed review of the data used in the baseline financial forecast; and
- Review and resolve (or develop a plan for resolving) data issues and questions.

For further efficiency and collaboration, the kick-off meeting will include a financial policy discussion. This will serve to address and document the City's financial policies for the utility to be studied.

Topics of discussion may include:

- Rate design approaches and alternatives;
- Rate policy objectives;
- Reserve options and target levels (operating, debt services, rate stabilization, repair, and replacement);
- City financial policies;
- Conservation objectives and rate options;
- Customer characteristics and classifications; and
- Cost of service factors and Proposition 218.

## Water Rate Study

### Task 2.1 – Financial Plan, Revenue Requirements and Rate Determinants

**Task 2.1.1 – Historical Billing Data Analysis.** The data request document will provide instructions for the development of historical customer billing information. It is anticipated that the billing information will be provided in a format necessary to summarize the water accounts and billable flows by customer class for a recent historical period for which audited revenues exist. The customers and flows provide the basis on which operating revenues are derived and are therefore the primary factors utilized in reviewing the user rates and charges.

As such, the historical billing data provides an important basis for analysis that will be used to develop assumptions for projecting revenues under existing and/or proposed rates.

**Task 2.1.2 – Customer and Flow Projections.** The water system accounts and billable flows will be forecasted for a five-year planning period. Such projections will be developed by considering historical growth trends, peak demands, climatological patterns, local economic conditions, potential for adding/losing major utility customers, changes in customer class usage patterns over time, and experienced judgment. The billable flow projections will be based on the projected number of utility accounts and a usage per account analysis to differentiate the historical effects of account growth and increased (decreased) average usage by customer class.

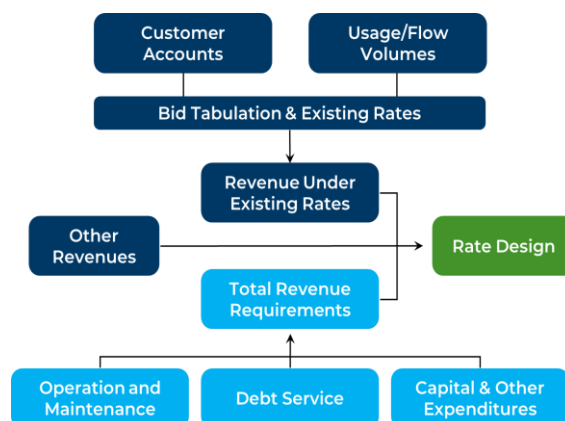
**Task 2.1.3 – Projected Revenues Under Existing Rates.** Projections of utility system revenues under existing rates for the five-year planning period will be developed, recognizing projected accounts, flow volumes, and usage patterns by customer class (as determined in the billing analysis under the previous tasks).

**Task 2.1.4 – Projected Revenue Requirements.** Revenue requirements (i.e., system expenditures) will be developed based on an analysis of historical, currently budgeted, and anticipated operating and capital expenditures. The revenue requirements will be projected on a fiscal year cash flow basis, considering expected operational changes, changes in staffing or operating expenditures for new facilities, system growth occurring from new development, anticipated extraordinary expenses, and allowances for inflation. The projections will include, but not be limited to, the following:

- Operation and maintenance expenses;
- Direct and indirect costs utilizing the City's existing overhead cost allocation model;
- Outlay for annual capital additions and replacements;
- Debt service and reserve requirements on existing and anticipated debt instruments;
- Provision for reserves as outlined in the City's financial policies; and
- Other expenditures and transfers.

**Task 2.1.5 – Projected Operating Results Based on Existing Rates.** The projected revenues and revenue requirements will be summarized into a five and ten-year cash flow statement providing the projected operating results of the water system under the existing rates.

The cash flow statement will be used to estimate annual adjustments in utility revenues necessary to fund operating and capital expenditure requirements, meet existing bond covenant requirements, and maintain prudent utility management practices. The estimated timing and magnitude of future debt issues required, if any, to finance proposed capital improvements will also be shown. Concurrent with the development of the projected operating results, the study will review the general financial health of the utility operations and, as necessary, make recommendations for changes in fund balances, reserves, and debt service coverage ratios to maintain financial integrity and a stable bond rating. The graphic above demonstrates the general rate study methodology and major components of the rate process.





## Task 2.2 – Capital Plan Analysis

**Task 2.2.1 – Review Capital Improvement Program (CIP) and Asset Replacement Schedules.** The City’s existing utility system five-year CIP will be reviewed with City Staff. The objective of such a review is to gain an understanding of the types of projects scheduled; the timing associated with such projects, associated expenditure requirements and the sources of funding each project.

Examining the impacts on the financial objectives of the water utility, as well as capital projects associated with rehabilitation and replacement of existing facilities, will be a key objective of not only this task but the entire project. The results of the financial plan will also help the City to prioritize projects identified within the CIP.

**Task 2.2.2 – Develop Capital Needs Plan.** Based on the findings made in the previous task and the Projected Operating Results described in Task 2.1.5, a plan will be developed to provide for the anticipated capital expenditure activities, including debt issuances, relative to the CIP. Such a plan will include consideration for the use of restricted and unrestricted funds, surplus operating reserves, capital recovery fees, and future rate adjustments. The analysis will also develop a projection of reserve fund balances and level of liquidity.

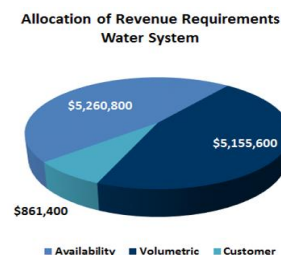
**Task 2.2.3 – Capital Projects Model.** The CIP will drive the future funding options and will directly impact rates. Therefore, the rate analysis will incorporate the City’s current five-year CIP. The rate model will have the ability to run various CIP funding scenarios and quickly show the estimated impact on utility rates.

Since we are not serving as the financial/municipal advisor to the City for this project, we will rely on information relative to proposed debt or financing structures provided by the City or its designated financial/municipal advisor.

## Task 2.3 – Cost-of-Service Allocations

**Task 2.3.1 – Functional Cost Allocations.** The analysis will allocate the Test Year revenue requirement (i.e., costs of providing service) to the various cost/rate components that constitute functional classifications of the types of service provided.

The functional cost allocations will evaluate such aspects as fixed costs, customer-related costs and volumetric/usage related costs. The evaluation of allocation factors associated with applicable costs will be based on existing rate structures applied by the City, meter size, rate structures applied by other comparable utility systems in the region, common industry practice and standard rate-making principals.



**Task 2.3.2 – Determination of Revenue Adequacy.** Comparisons of revenues under the existing water rates with the allocated costs of service will be evaluated in order to determine the degree of cost recovery by the various cost components, and to identify areas that may possibly require adjustments to align the revenues from each rate component with the allocated costs.

## Task 2.4 – Rate Analysis and Design; Review of Other Fees

**Task 2.4.1 – Evaluation of Existing Rate Structures.** The existing rate structures will be further evaluated for their effectiveness in equitably recovering costs of utility service from each customer class. The City’s current rate structure will be evaluated, and recommendations will be made for potential modifications to the current rates.

As part of the rate design process, Willdan will discuss with departmental staff the current trends and philosophies in utility ratemaking. Based on these discussions, the analysis will develop and recommend a rate design and philosophy that best meets the objectives of the City. Basic standards for rate design accepted by the industry are:

**Full Cost Recovery** – rate revenue should provide sufficient income so that, when combined with other sources of funds, funding requirements for the system are covered including, all current long-term liabilities, debt obligations and future expansion-related and R&R-related capital needed to replace aging and infrastructure.

**Fairness and Equity** – based on cost responsibility as reflected in cost-of-service allocations, in accordance with industry standards.

**Technically Defensible** – apply industry proven standards and methodologies to help shield the City from potential legal challenges associated with the proposed utility rates.

**Resource Conservation** – under conditions of scarcity, the pricing of water as a commodity should promote voluntary conservation, discourage unnecessary service use and extend the availability of supply.

**Administrative Efficiency** – rates should be understandable to customers and efficiently administered by staff.

**Customer Acceptance** – customers understand the rates, view them as fair, and consider them to be reasonable compared to other costs and other utilities.

**Public Health and Welfare** – rates are structured so that essential service usage is encouraged through affordability.

**Task 2.4.2 – Rate Structure Alternatives.** The rate model will be developed in a dynamic manner such that the Willdan Team and City Staff will be able to analyze “what if” scenarios detailing the financial impacts under each scenario utilizing an iterative dashboard view. Baseline rate structures will be recommended as required to fund the utility systems and consider annual inflationary indexed adjustments to rates as needed to maintain each utility. We will coordinate with City Staff to ensure suggested rate structures are compatible with the City’s utility billing software.

**Task 2.4.3 – Projected Operating Results Based on Proposed Rates.** The proposed user rates and/or rate structures will be applied to the projected customers and flows in order to estimate the revenues to be generated from the proposed rates for the Test Year and the subsequent years of the projection period. The projected revenues will consider possible elasticity effects associated with changes in usage characteristics that may occur from revising the rate structure. In addition, similar to the process described in Task 2.1, the five-year forecast will identify annual adjustments in utility system revenues necessary to meet existing bond covenant requirements, prudent management practices, and/or sound capital financing considerations.

**Task 2.4.4 – Typical Bill Comparison.** Comparisons of typical utility bills under the existing and proposed rates will be developed for each customer class under various levels of usage. The selected customer class usage levels will reflect the results of the billing analysis to better demonstrate rate impacts on typical customer accounts in each class.

**Task 2.4.5 – Neighboring Utility Comparison.** A comparison will be prepared to assess the difference between existing and proposed rates of the City with those of at least five other comparable municipal utility systems.

## Capacity/Connection Fee Study

### Task 3.1 – Data Collection

The City will be provided with an initial list of basic data needed to conduct the study. The data request may include, but not be limited to, items such as financial data, customer account and billing data, reports prepared by others, capital improvement programs, fixed asset records, official bond statements, debt service schedules and master plans.

### Task 3.2 – Data Review

The data will be reviewed for completeness and to ensure a sufficient understanding of historical utility operations. The data collection and review process will be ongoing throughout the process as the need for additional information arises.

## Development of Land Use Assumptions

### Task 3.3 – Land Use Assumptions

Land use assumptions (LUA) and City growth projections will need to either be developed by the City using information provided by the census, county association, or a combination of historical information through the City’s building records. This information should include a ten-year projection of residential, multi-family and non-residential land use types included in the City’s General Plan. The projections will include:

1. Single family by year with specific consideration to:
  - a. Land use forecast will be provided by planning area or any sub regions that has been designated by the City.
  - b. Compare and identify differences between land use assumptions and the General Plan for the projection period.

## Development of Capital Improvement Plan and Review Land Use Assumptions

### Task 3.4 – Develop Capital Improvement Plan (CIP)

Below are the activities associated with the development of the CIP incorporating the results of the above related task.

1. Upon completion of the population projections and the land use analysis, we will:
  - a. Discuss potential service area designations determined by City staff to be served by current and new facilities based on land use assumptions.
  - b. Review capital projects for a ten-year period based on population projections and land use assumptions
2. Land use assumptions and City growth projections will be provided by the City and will be for the next ten years for residential, multi-family, and non-residential land use types included in the City's most recent General Plan. If available, the projections will include:
  - a. Single family housing units.
3. Once requested data is provided and evaluated in previous tasks, we will meet with City staff to discuss future projects that are proposed to be funded by connection fees; we will discuss the following:
  - a. Guidance within California State Statutes affecting facilities eligible for connection fee recovery.
  - b. Existing service level information provided in previous tasks.

Based on the review of key data, discussion with City staff and subsequent evaluations the Willdan Team will recommend the development impact fee methodology and approach as the basis for calculations.

## Calculation of Capacity/Connection Fees

### Task 3.5 – Calculate Capacity/Connection Fees

To calculate the Capacity/Connection fees for the City, we will:

1. Review the current capacity of the system (for example gallons per capita per).
2. Identify offsets for growth-related revenue to be used toward available capacity will be taken into consideration for the calculations for the study period.
3. Develop fees by services area based on level of service standards per housing as determined in the above task.

Once preliminary fee calculations are complete, we will review the results with City staff to apply modifications to the underlying analysis and prepare recommended fee schedules.

## Preparation of Reports and Proposition 218 Notices

### Task 4.1 – Reports and Deliverables

**Task 4.1.1 – Preliminary Draft Report.** A draft report will be developed to address study findings and proposed recommendations. Contents will also include and executive summary, methodologies used, assumptions relied upon for the projection of customers and usage characteristics, an overview of current and projected financial performance, including revenue requirements, revenues, expenses, capital costs, operating results, the cost recovery profile for each class, the results of the fully allocated cost of service analyses and any proposed adjustments to the utility rates. Upon completion, an electronic PDF copy, and five (5) hard copies, if necessary, of the draft report will be provided to staff for review. The report and presentations will also include a comparison of the City's current and proposed water rates with five other public agencies.



**Task 4.1.2 – Final Report.** Based on comments received from staff and other participants during the presentation of the Preliminary Draft Report, the Final Report will be revised to incorporate the agreed upon changes. Upon completion, an electronic PDF copy, and five (5) hard copies, if necessary, of the Final Rate Study Report, as well as the dashboard model spreadsheet will be provided to the City.

## Task 4.2 – Proposition 218 Notice Preparation and Mailing

**Task 4.2.1 – Proposition 218 Notices.** Based on our more than 25-year history with Proposition 218 compliance, we will assist with the drafting of the notices and complete one (1) mailing, as required by Prop 218. The mailing will include an English version of the notice, as well as a Spanish translation to be provided by the City. The Prop 218 notice will explain:

- The purpose of the rates;
- The date, time, and place of the public hearing; and
- The reason for the increases;
- Details on what constitutes the existence of a majority protest, as it relates to the implementation of a new/increased utility rate structure.
- How the rates are structured;

## Communicating Results - Presentations & Meetings

### Task 5.1 – Meetings and Presentations

**Task 5.1.1 – Project Kick-Off.** As detailed in Task 1.2, an in-person kickoff meeting will be scheduled with City Staff and other City Consultants at the start of the project to discuss project requirements, finalize project scheduling/milestones and reporting requirements, and receive overall project direction. This discussion will provide the opportunity to review current utility rates, fees, charges, issues, and deficiencies with staff.

**Task 5.1.2 – Project Progress Web Conferences.** During the project, and prior to meetings with the City Council, team web conferences will be scheduled to present the progression of the analysis to staff in order to obtain input and feedback associated with any rate adjustments that may be presented. These web meetings will assist in the completion of rate design for the utility systems and guide the development of the draft report.

**Task 5.1.3 – Public Outreach Meetings.** As necessary, we will work with City Staff to develop a public outreach strategy and materials, should communications beyond the Proposition 218 notice be required. We will attend one (1) public outreach community meeting.

**Task 5.1.4 – Draft Financial Plan Meeting.** The results of the Preliminary Financial Plan and Revenue Requirements will be presented to staff for comment, feedback, and direction.

**Task 5.1.5 – Draft Study/Final Report Meetings/Public Hearing.** The draft report will be reviewed with City Staff to discuss findings and recommendations, gather feedback and address questions, then presented to the City Council.

The results of the Final Report will be presented to the City Council during one (1) City Council meeting, and then again at the (1) Public Hearing, as required by Proposition 218. Willdan’s project manager will be present to address any questions or concerns raised during the public hearings.

## City Staff Support / Responsibilities

Willdan recommends that the City of Seaside assign a key individual as a project manager. As our analysis is developed, the City’s appointed project manager will:

- 1) Coordinate responses to informational requests;
- 2) Coordinate review of work products; and
- 3) Identify appropriate staff members for participation in meetings and facilitating scheduling.

We will ask for responses to initial information, follow-up requests and comments on reports within five business days or otherwise agreed upon timetable. If there are delays, the project manager will follow up with the parties involved to establish an estimated date for the delivery of information and/or feedback. To ensure continued progression, the project manager will reconvene with the rest of the team to identify tasks that can be started while waiting for requested data.

## Exhibit - Resumes

### Chris Fisher

#### Principal-in-Charge / Project Manager

##### Education

*Bachelor of  
Science, Finance;  
San Francisco  
State University*

Mr. Chris Fisher has been selected to serve as principal-in-charge and project manager of the City's engagement. He possesses extensive knowledge specific to Proposition 218 compliance.

##### Areas of Expertise

*Multi-disciplinary Team  
Management*

*Special District  
Formations*

*Cost of Service Studies*

*Proposition 218*

*Utility Rate Studies*

##### Affiliations

*California Society of  
Municipal Finance  
Officers*

*Municipal Management  
Association of  
Northern California*

*California Municipal  
Treasurers Association*

Mr. Fisher is a Willdan Financial Services Vice President and Financial Consulting Services group Director. With 24 years at Willdan, he has managed an array of financial consulting projects for public agencies throughout California, Arizona, Texas, Colorado, and Florida; coordinating the activities of resources within Willdan, as well as those from other firms working on these projects.

#### Select Relevant Experience

**City of Lakeport, CA – Water and Wastewater Fee Study:** Mr. Fisher led the engagement for Lakeport in the role of the principal-in-charge. The project included the completion of a comprehensive financial model, with multiple iterations and alternatives to address a situation where the City had not increased rates in several years. He led discussions with staff to outline the options and make adjustments as necessary. He also worked closely with the City and its legal counsel to update rates and to incorporate tiers while ensuring compliance with Proposition 218 and the San Juan Capistrano Court decision.

**City of Grover Beach, CA – Water and Wastewater Rate Study:** In the role of principal-in-charge, Mr. Fisher led the City's utility rate study, which included the preparation of a comprehensive financial plan, along with cost-of-service analysis and development of updated rates. The financial plan prepared contained various options and scenarios for City Staff's consideration, including shifting from a uniform water rate structure to either a two- or three-tiered structure. The City's utilities were in relatively good health, so major increases were not recommended.

##### 24 Years' Experience

**City of Dinuba, CA – Water and Wastewater Rate Study:** Mr. Fisher is leading the City of Dinuba engagement. The objective of the study is to update water and wastewater rates to address significant capital needs for both utilities, and ensure rates provided adequate funding for ongoing operations and maintenance. Rates had not been increased adequately in several years, so considerable planning and evaluation of rate and revenue options were included in the project. Work included development of a comprehensive financial model and preparation of rate scenarios for evaluation by staff and the City Council. Mr. Fisher and the project team presented the results to the City Council, and the Public Hearing is scheduled for September 2023.

**City of Guadalupe, CA – Water and Sewer Utility Rate Study:** Mr. Fisher served as the principal-in-charge for the City's recent water and sewer rate study, providing technical assistance throughout the project, conducting working discussions with City Staff to evaluate financial and rate options, and coordinating the project. He oversaw the development of the comprehensive financial plan, and preparation of rate alternatives and analysis. This engagement included the development of a comprehensive financial model and updated water and sewer rates, including identification of the rates of comparable jurisdictions and a comparative rate and cost analysis.

## C. Fisher

*Resume Continued*

**City of Richmond, CA – Wastewater Rate Study:** Mr. Fisher led the City of Richmond engagement as the principal-in-charge. The objective of the study was to prepare a comprehensive financial plan and updated wastewater rates to address funding for capital and operating needs. The effort included development of a comprehensive financial model and report, and preparation of rate scenarios, including revised scenarios to address the impacts of the COVID pandemic, for evaluation by staff and the City Council. Mr. Fisher and the project team presented the results to the City Council, whereby rate increases were approved.

**City of Calexico, CA — Water & Sewer Utility Rate Study:** Mr. Fisher served in the role of principal-in-charge of the City's comprehensive water and sewer rate study. He led the development of the financial plan and model, and the rate analysis, and participated in the presentation of results to City Staff and the City Council. His responsibilities also included the scheduling of key meetings and deliverables, review of progress throughout the development of the project, and quality control.

**City of Lomita, CA — Water Rate Study:** Mr. Fisher is the assigned principal-in-charge for the City's Water Rate Study. This project is ongoing, with initial development of the financial model and rate alternatives completed. The City is currently updating estimates for several key capital projects, which will be incorporated into the analysis before finalizing rates. The remainder of the study will entail completion of the report, Prop 218 notices, and attendance at Council meetings and the Public Hearing.

**City of Claremont, CA — Sewer Rate Study:** Mr. Fisher was the principal-in-charge for the City's sewer rate study. The team generated multiple alternative rate structures for the City in preparation of updating their sewer utility rates and presented them to staff for their consideration.

**McKinleyville Community Services District, CA – Water and Wastewater Capacity Fee Study:** Mr. Fisher served as principal-in-charge of this project. The prior connection fees had not been updated for a number of years and were relatively low in comparison to similar agencies. In addition, there were several new local development projects in the planning stages requiring the District to provide utility services; placing even greater demand upon existing facilities and possibly requiring expansion of existing facilities, or construction of new ones. Willdan worked with staff to compile a list of proposed capital improvements and their estimated cost and conducted an analysis of existing and proposed development within the District's service boundaries.

**Town of Apple Valley, CA — Wastewater Rate Study:** Mr. Fisher oversaw a comprehensive wastewater rate study for the Town. The study encompassed the preparation of a financial plan and rate model, and a thorough review and update of the Town's rate structure. The Town had seen significant scrutiny of its water rates, so it wanted to be sure the wastewater rates and the report were thorough and defensible. The Town uses an EDU based rate structure, which Willdan evaluated and adjusted where necessary. This engagement also included comparison of current and proposed rates, and rates of similar agencies. Mr. Fisher provided technical assistance throughout this project, including the preparation of the rate report. The analytical portion of the project is complete and pending the completion of the Proposition 218 approval process.

## Michael Cronan

### Lead Financial Analyst

#### Education

*Bachelor of Arts and  
Science; University of  
Central Florida*

#### Areas of Expertise

*Utility Rate Studies*

*User Fee Studies*

*Financial Forecast  
Modeling*

#### 5 Years' Experience

Mr. Michael Cronan is a Project Manager with five years of experience within Willdan's Financial Consulting Services group. His primary function is to support the principal-in-charge with utility rate studies and other financial analysis. He specializes in analysis for a variety of clients, including cities, water districts, and public utilities.

### Select Relevant Experience

**City of Lakeport, CA — Water and Sewer Rate Study:** Mr. Cronan provided analytical support to the senior project team members and led the development of the financial model as the project analyst for the City's ongoing utility rate study. He worked directly with staff at the City to evaluate financial plan alternatives, particularly for sewer where years of deferred rate increases, and a significant capital plan required careful consideration. He also led the revamp of the City's cost-of-service approach, working closely with a leading Prop 218 attorney, to ensure rates were compliant with State law.

**City of La Palma, CA — Water and Wastewater Utility Rate Study:** Mr. Cronan was assigned to the La Palma engagement as the lead financial analyst. He worked directly with staff at the City to conduct financial analysis, which included the evaluation of alternatives for rate adjustments that incorporated different capital funding scenarios and operating budget assumptions, as well as the preparation of reports and Prop 218 documents. He was also instrumental in the development of the financial model.

**City of Dinuba, CA – Water and Wastewater Rate Study:** Mr. Cronan is leading much of the technical analysis and model development for the City of Dinuba study. The objective of the study is to update water and wastewater rates to address increasing costs of operation and staffing, as well as significant capital needs for both utilities. Recommended rates need to provide adequate funding for ongoing operations and maintenance, as well as anticipated new debt. Rates had not been increased in several years, so considerable planning and evaluation of rate and revenue options was necessary. Our work included development of a comprehensive financial model and preparation of rate scenarios for evaluation by staff and the City Council. The project team presented the results to the City Council in June and July of 2023, and the Public Hearing is scheduled for September 2023.

**City of Guadalupe, CA – Water and Wastewater Rate Study:** Mr. Cronan provided analytical support for the City's utility rate study. He was responsible for gathering and verifying data, as well as assisting with the development of the model. He also worked directly with City Staff to present results and options and develop alternatives.

**City of Richmond, CA — Wastewater Rate Study:** Mr. Cronan served as the project analyst and provided support for the City's rate study. He gathered and verified data for the project manager and lead project consultant and played a significant role in the development of the customer database and financial model.

**McKinleyville Community Services District, CA — Water and Sewer Utility Rate Study:** Willdan was retained to update the models, develop the CSD's water and sewer rates and assist with the required Proposition 218 noticing process. Mr. Cronan provided analytical support to the project's senior team and is providing the same support for the ongoing update to the previous study.

## M. Cronan

*Resume Continued*

**City of Claremont, CA — Sewer Rate Study:** Mr. Cronan provided analytical support for the City's sewer rate study. He gathered and verified data for the project manager and principal consultant.

**City of Twentynine Palms, CA — Sewer Treatment Facility Fair Share and Sewer Rate Analysis:** Mr. Cronan provided analytical support in the development of the model to support to the project's senior team on the City of Twentynine Palms' sewer treatment facility fair share analysis. This study also included a sewer rate study, specific to the new treatment plant and its customers.

**City of Denver, CO — Sanitary Sewer and Storm Drainage Benchmarking and Storm Drainage Impact Fee Study:** Mr. Cronan served as the lead analyst on a benchmarking study to review and compare the City's current rate structures to those of other front range and national utilities. The intent of the study was to identify potential areas for refinement to the City's current rate structures. Mr. Cronan also served as the lead analyst for developing and implementing first time storm drainage impact fees for the City.

**City of Fruita, CO — Sewer Rate Study:** Mr. Cronan provided analytical support to the project manager and principal consultant for the City's comprehensive sewer rate study. The study sought to determine the costs of operating the utility for a five-year period while equitably recovering costs from each customer class. An evaluation of changing the current flat rate approach for residential customers to a volume based average winter consumption approach was also evaluated.

**City of College Station, TX — Electric Rate Study:** Mr. Cronan was the analyst for the City's electric retail rate and cost-of-service study.

**GRU/Gainesville, FL — Combined Utility Rate Project:** Mr. Cronan assisted senior project staff on Willdan's recent combined utility rate project conducted for Gainesville Regional Utilities, in Gainesville, Florida and included a comprehensive revenue requirement, cost of service analysis, and rate design for their electric, water, wastewater, and natural gas utility systems.

**City of Oviedo, FL — Utility System and General Financial Services:** Mr. Cronan provides analytical support to the project team members serving the City's on-call engagements for Utility System and Financial Services.

## Kevin Burnett, MA

### Technical Advisor and Quality Control Manager

#### Education

*Master of Arts,  
Economics, State  
University of New York,  
Buffalo*

*Bachelor of Arts,  
University of Waterloo,  
Ontario*

#### Areas of Expertise

*Financial Planning*

*Cost of Service Studies*

*Rate Design*

*Impact Fees*

*Bond Feasibility*

#### Affiliations

*American Water Works  
Association*

#### 22 Years' Experience

Mr. Kevin Burnett is a Principal Consultant with 22 years of utility analysis experience, possessing extensive experience with utility rate and cost of service studies for retail and wholesale use. His project experience includes water, wastewater, reuse, and stormwater rate studies using state-of-the-art utility financial planning tools. He has developed both short and long-term financial plans for utilities of all sizes – including regional water authorities and regional wastewater providers with individual wholesale service contracts.

#### Select Relevant Experience

**City of Avenal, CA — Water and Sewer Rate Study:** Served as project manager for the City's rate study. The objectives of this analysis were to develop a tiered rate structure for customers that: 1) generate sufficient revenues to meet operating and capital expenses associated with water in response to the rising cost of purchased water; 2) technically defensible and equitable across the customer classes (meeting Proposition 218 requirements); and 3) developed within spreadsheet models that are user-friendly and can be easily updated by City staff in the future.

**City of Sebastopol, CA — Water and Wastewater Fee Study:** Mr. Burnett served as the lead project consultant for Sebastopol's water and wastewater utility rate study. The objective of the study was to update water and wastewater rates to address capital needs for both utilities, and ensure rates provided adequate funding for ongoing operations and maintenance. Mr. Burnett led the development of the financial model and scenarios for the City and presented the report and results to the Council.

**City of Grover Beach, CA – Water and Wastewater Rate Study:** Mr. Burnett led the City's water and wastewater rate study, which included the preparation of a comprehensive financial plan, along with cost-of-service analyses and development of updated rates. He presented the financial plan and outlined the various options and scenarios for City Staff's consideration, including shifting from a uniform water rate structure to a two-tiered structure.

**City of Tulare, CA — Water and Wastewater Rate Study:** As project manager Mr. Burnett led the model and rate development, in addition to facilitating presentations to both the City Council and Public Utilities Board in preparation of the City's water and wastewater utility rates. He generated updated rate structures for the City, which met the requirements of Proposition 218.

**Town of Apple Valley, CA — Wastewater Rate Study:** Mr. Burnett was the technical project lead for the comprehensive wastewater rate study for the Town. The study encompassed the preparation of a financial plan and rate model, and a thorough review and update of the Town's rate structure. The Town uses an EDU based wastewater rate structure, which Willdan evaluated and adjusted where necessary. Mr. Burnett created the financial and rate model and completed the technical analysis and preparation of the report and other study documents. He worked extensively with the Town's legal counsel on the report to ensure that it provided the necessary level of detail to support defensibility. The analytical portion of the project is complete and pending the completion of the Proposition 218 approval process.



## K. Burnett

*Resume Continued*

**City of Dinuba, CA – Water, Sewer, and Solid Waste Rate Study:** Mr. Burnett served as an analyst on the City’s previous study. The City had undergone a period of declining net revenues and an inability to fully fund capital repair and replacement needs. In the role of lead analyst, Mr. Burnett worked with City Staff to update the rate structures to ensure class cost of service-based water rates that promote conservation and adhere to Proposition 218 requirements. Multiple water and sewer financial plans were developed and presented to Council for consideration.

**City of Claremont, CA — Sewer Rate Study:** As project manager for the City’s sewer rate study, Mr. Burnett led the model and rate development and facilitated stakeholder presentations. He generated multiple alternative rate structures for the City in preparation of updating their sewer utility rates and presented them to staff for their consideration. Ultimately, numerous scenarios and alternatives were explored before deciding on the selected approach.

**City of Fillmore, CA — Water and Sewer Rate Study:** The City’s rates were outdated and not generating sufficient revenue needed to operate, maintain, and enhance the system. As project manager, Mr. Burnett led the Willdan team and worked closely with the City, to redesign the rate structure. The Willdan team was responsible for the model and rate development, and generation of multiple alternative rate structures.

**City of Calexico, CA — Water and Sewer Rate and Capacity Fees Study:** As lead project consultant, Mr. Burnett conducted a water and sewer rate study for the City of Seaside. Their previous rate study was dated, and the City wished to complete a new study to meet future revenue requirements and planned substantial capital improvement projects, and to make sure new rates followed Prop 218 cost of service requirements. The City also requested the establishment of capacity fee charges. Mr. Burnett created the financial and rate model, completed the technical analysis, and worked through financial scenarios and options with City Staff. He was also responsible for the preparation of the report and other study documents.

**City and County of Denver, CO — Sanitary Sewer and Storm Drainage Rate, Connection Fee and Bond Feasibility Study:** Mr. Burnett served as project manager and lead analyst for a six-year financial analysis of the City’s Wastewater Enterprise Fund. The study included projection of rate increases to maintain the financial viability of the Enterprise Fund. Mr. Burnett worked closely with City staff and the City’s financial advisor to conduct a bond feasibility analysis in support of a \$50 million revenue bond debt issuance to refund a prior debt issue and provide new money for future capital needs. The City’s sanitary sewer connection fees were reviewed and updated to reflect the City’s cost of providing new infrastructure to provide service to new connectors.

The City and County of Denver recently engaged Willdan to conduct a new study to review the operations of the sanitary sewer and storm drainage utilities and complete a benchmarking analysis to other front range and national entities in terms of rate structures and billings. The purpose of the study was to identify refinements or improvements to the City’s current approach to billing. A second study to develop feasibility of the City’s potential first time storm drainage impact fees was undertaken in conjunction with the benchmarking study.

**EXHIBIT B**  
**FEE SCHEDULE**



July 18, 2023

Ms. Kristin van Gend  
Administrative Analyst II  
City of Seaside  
440 Harcourt Avenue  
Seaside, CA 93955

**Re:**        *Cost Proposal to Provide Water Rate and Connection Fee Study for the City of Seaside*

Dear Ms. van Gend:

Willdan Financial Services ("Willdan") is pleased to present the following cost proposal to the City of Seaside ("City") for the Water Rate and Connection Fee Study.

Willdan is excited about this opportunity to serve the City of Seaside. To discuss any aspect of our technical and/or cost proposal.

As a Vice President of Willdan Financial Services, I am authorized to bind the firm to the terms of this proposal, as well as the subsequent agreement. Willdan has read and will comply with all the terms and conditions of the RFP, including insurance requirements.

Sincerely,

**WILLDAN FINANCIAL SERVICES**



Chris Fisher  
Vice President / Director

## 7. Fee Proposal

### Fixed Fee

Based on our work plan provided in the scope of services, we propose a **fixed fee of \$41,350** for the Water Rate and Connection Fee Study and Proposition 218 services. This fee includes the direct costs for one (1) Prop 218 notice mailing, which will include copies of the notice in English and Spanish, with the Spanish translation provided by the City. The direct costs include the printing, processing and postage for the notices.

The table below provides a breakdown of this fee by task and project team member.

| City of Seaside                                              |                     |                                 |                                |       |      |        |
|--------------------------------------------------------------|---------------------|---------------------------------|--------------------------------|-------|------|--------|
| Water Rate and Capacity/Connection Fee Study                 |                     |                                 |                                |       |      |        |
| Fee Proposal                                                 |                     |                                 |                                |       |      |        |
|                                                              | C. Fisher<br>PIC/PM | K. Burnett<br>Technical Advisor | M. Cronan<br>Financial Analyst | Total |      |        |
|                                                              | \$250               | \$210                           | \$165                          | Hours | Cost |        |
| Scope of Work                                                |                     |                                 |                                |       |      |        |
| Project Initiation                                           |                     |                                 |                                |       |      |        |
| Task 1.1 - Data Collection & Review                          | 2.0                 | -                               | 8.0                            | 10.0  | \$   | 1,820  |
| Task 1.2 - Kick-off Meeting & Planning Discussion            | 1.0                 | -                               | 1.0                            | 2.0   |      | 415    |
| Water Rate Study                                             |                     |                                 |                                |       |      |        |
| Task 2.1 - Financial Plan, Requirements & Determinants       | 8.0                 | 2.0                             | 40.0                           | 50.0  |      | 9,020  |
| Task 2.2 - Capital Plan Analysis                             | 2.0                 | 1.0                             | 4.0                            | 7.0   |      | 1,370  |
| Task 2.3 - Cost-of-Service Allocations                       | 2.0                 | 2.0                             | 6.0                            | 10.0  |      | 1,910  |
| Task 2.4 - Rate Analysis & Design                            | 4.0                 | 2.0                             | 12.0                           | 18.0  |      | 3,400  |
| Capacity / Connection Fee Study                              |                     |                                 |                                |       |      |        |
| Task 3.1 Data Collection                                     | 1.0                 | -                               | 3.0                            | 4.0   |      | 745    |
| Task 3.2 Data Review                                         | 1.0                 | -                               | 2.0                            | 3.0   |      | 580    |
| Task 3.3 Land Use Assumptions                                | 1.0                 | 1.0                             | 6.0                            | 8.0   |      | 1,450  |
| Task 3.4 Develop CIP                                         | 1.0                 | 1.0                             | 4.0                            | 6.0   |      | 1,120  |
| Task 3.5 Calculation of Connection Fees                      | 2.0                 | 2.0                             | 16.0                           | 20.0  |      | 3,560  |
| Preparation of Reports and Proposition 218 Notices           |                     |                                 |                                |       |      |        |
| Task 4.1 - Reports & Deliverables                            | 6.0                 | 1.0                             | 40.0                           | 47.0  |      | 8,310  |
| Task 4.2 - Proposition 218 Notice Preparation                | 8.0                 | -                               | 2.0                            | 10.0  |      | 2,330  |
| Proposition 218 Services - Printing, Processing, and Mailing |                     | -                               | -                              | -     |      | 2,000  |
| Communicating Results - Presentations & Meetings             |                     |                                 |                                |       |      |        |
| Task 5.1 - Meetings & Presentations                          | 8.0                 | -                               | 8.0                            | 16.0  |      | 3,320  |
| Total Fee Proposal                                           | 47.0                | 12.0                            | 152.0                          | 211.0 | \$   | 41,350 |

## Notes

- The City will be invoiced on a monthly percentage-completion basis.
- Invoices will include a description of services, as well as a summary of costs to date by task.
- We will perform additional tasks, outside our scope of services, as requested and authorized by the City for an additional fee.
- Willdan will rely on the validity and accuracy of the City's data and documentation to complete our analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy, and that we will not be responsible for any errors that result from inaccurate data provided by the client or a third party.
- The City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to the City or relating to this project. Reimbursement shall be at Willdan's rates in effect at the time of such response.

## Hourly Rates

Additional services may be authorized by the City and will be billed at our then-current hourly rates. Our current hourly rates are listed below.

| Willdan Financial Services<br>Hourly Rate Schedule |                |             |
|----------------------------------------------------|----------------|-------------|
| Position                                           | Team Member    | Hourly Rate |
| Vice President - Director                          | Chris Fisher   | \$250       |
| Managing Principal                                 |                | \$240       |
| Principal Consultant                               | Kevin Burnett  | \$210       |
| Senior Project Manager                             |                | \$185       |
| Project Manager                                    | Michael Cronan | \$165       |
| Senior Project Analyst                             |                | \$135       |
| Senior Analyst                                     |                | \$125       |
| Analyst II                                         |                | \$110       |
| Analyst                                            |                | \$100       |

## Project Disclaimer

The City of Seaside further represents, acknowledges, and agrees that:

- (i) The City uses the services of one or more municipal advisors registered with the U.S. Securities and Exchange Commission (“SEC”) to advise it in connection with municipal financial products and the issuance of municipal securities;
- (ii) The City is not looking to Willdan to provide, and City shall not otherwise request or require Willdan to provide, any advice or recommendations with respect to municipal financial products or the issuance of municipal securities (including any advice or recommendations with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues);
- (iii) The provisions of this proposal and the services to be provided hereunder as outlined in the scope of services are not intended (and shall not be construed) to constitute or include any municipal advisory services within the meaning of Section 15B of the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”), and the rules and regulations adopted thereunder;
- (iv) For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the City with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the City, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the City, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, including any revisions or amendments thereto; and
- (v) Notwithstanding all of the foregoing, the City recognizes that interpretive guidance regarding municipal advisory activities is currently quite limited and is likely to evolve and develop during the term of the potential engagement and, to that end, the City will work with Willdan throughout the term of the potential Agreement to ensure that the Agreement and the services to be provided by Willdan hereunder, is interpreted by the parties, and if necessary amended, in a manner intended to ensure that the City is not asking Willdan to provide, and Willdan is not in fact providing or required to provide, any municipal advisory services.



27368 Via Industria, Suite 200  
Temecula, CA 92590-4856  
951.587.3500 | 800.755.6864 | Fax: 951.587.3510

[www.willdan.com](http://www.willdan.com)

EXHIBIT C  
INSURANCE REQUIREMENTS

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant 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.

*Note: Verify minimum limit for each coverage with Risk Manager.*

**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.

**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 (3) years after completion of the services required by this Agreement.

*Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.*

**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.

*Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.*

**Umbrella or excess liability insurance.** [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits 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 if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence 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.

#### **Other provisions or requirements**

**Proof of insurance.** Consultant 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.** Consultant 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 Consultant, his agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by Consultant 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.



**Agency's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications 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 Consultant or Agency will withhold amounts sufficient to pay premium from Consultant 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 VI (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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant 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).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

**Notice of cancellation.** Consultant 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, and 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 Consultant'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.** Consultant 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 Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant 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. Consultant 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 specifications.** 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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant'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.** Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Consultant 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**

**EXHIBIT D**



REQUEST FOR PROPOSAL  
FOR  
PROFESSIONAL SERVICES FOR  
2023 WATER RATE AND CAPACITY FEE STUDIES  
SEASIDE MUNICIPAL WATER SYSTEM

JUNE 2023

Submit proposal to:  
Public Works Engineering  
City of Seaside  
440 Harcourt Avenue  
Seaside, CA 93955

**PROPOSALS DUE BY 3:00 P.M. THURSDAY, July 20, 2023**

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## **I. INTRODUCTION AND BACKGROUND**

The City of Seaside, California is soliciting proposals from qualified consulting firms to prepare an update to the water rate and capacity fee studies completed 2019 and 2020, respectively. The selected consultant shall perform the tasks specified in the "Scope of Work" section of the Request for Proposals (RFP). The consultant 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.

The Seaside Municipal Water System (SMWS) is comprised of approximately 800 service connections<sup>1</sup> serving approximately 3,300 customers. The water system consists of one water well, two water tanks (500,000 gallons each) and seven miles of distribution piping. The water system serves the northeast portion of the City of Seaside and is bounded by La Salle Avenue to the north, Hilby Avenue to the south, Yosemite Street to the west and General Jim Moore Boulevard to the east. The system was originally constructed in 1966, with additions and improvements added over time. The service area is built-out, with new connections limited to accessory dwelling units.

The City operates the water system as an Enterprise Fund. Upgrading of the system is funded through revenues in excess of maintenance and operation expenses. The majority of revenue comes from billings for consumption and meter charges. A very small portion of revenue comes from service installations, interest income, and other miscellaneous income sources. California America Water Company (Cal Am) and Marina Coast Water District (MCWD) are the water utility purveyors that serve the remaining Seaside residents.

The SMWS uses groundwater from the Seaside Groundwater Basin, which is an adjudicated basin. The Seaside Basin Watermaster was appointed to establish a Comprehensive Monitoring and Management Plan to address over-use of the resource, which includes a plan for reducing pumping from the Basin that curtails the City's water production in accordance with a ramp down schedule. Fees and assessments are levied on SMWS by the Watermaster. The City recently converted its golf course from groundwater to recycled water irrigation.

The City is currently updating the Water System Master Plan and Water Capital Improvements Program. These products are expected to be completed and available to the rate study consultant by August 2023.

## **II. SCOPE OF WORK**

1. Review current rates and fees associated with water services. Conduct a detailed review of the existing water rates and status of the water fund, and develop a general familiarity with the Seaside Municipal Water System's billing system.
2. Review Seaside Municipal Code and other appropriate laws, as necessary

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<sup>1</sup> The connections include Single Family Residential, Multi-family Residential, Churches, Schools, Landscape Irrigation, and the City Fire Department.

3. Review Seaside Municipal Water System financial records. Identify existing and proposed expenses.
4. Review current charges and propose charges that will ensure recovery of actual costs associated with services provided.
5. Prepare schedule of proposed rates and charges that will ensure recovery of estimated costs five years into the future. Incorporate estimated costs for;
  - I. Capital Improvement Plan,
  - II. Operation and maintenance of the system, and
  - III. Implementing the City's obligations under the Court Order.
6. Review current debt service and five-year capital improvement projects, and propose financing action plan for current status, as well as increases in future debt service from financing of capital improvement projects.
7. Provide a comparison of current and proposed water rates and capacity charges against surrounding public agency water purveyors.
8. Prepare administrative draft, draft, and final study reports summarizing work performed and recommendations.
9. Present the draft report at a public meeting and a meeting of the Seaside City Council.
10. Prepare Proposition 218 notices to rate payers in accordance with California requirements. Provide to the city in a digital word document for distribution. The City will print and distribute the notice to the customers.
11. Present final report at a public hearing of the Seaside City Council implementing the adopted rates.
12. Review the City's existing water capacity charges as well as related policies and procedures. Work with staff to identify objectives for new or modified capacity charge.
13. Review and summarize capacity charges of other regional and comparable agencies. Summarize results in easily understandable tables and/or charts.
14. Identify and evaluate methods for calculating capacity charges. Discuss advantages and disadvantages with the project team and determine a recommended approach.
15. Equitably allocate capital improvement costs to existing and future users based on input from City staff and/or its consulting engineers. Some projects may entirely benefit one group while others will benefit both existing customers and provide new capacity for growth.
16. Based on appropriate and technically sound methodology, recommend revisions to the current water capacity charges based on the data developed above. Look at basing the fees on water meter size, estimated water demand or other appropriate method.
17. Recommend a method to annually or periodically adjust capacity charges and miscellaneous charges so they keep aligned with future costs. For example, capacity

charges can be adjusted annually based on the change in the Engineering News-Record's Construction Cost Index, a widely used measure of construction cost inflation.

### **III. STUDY REQUIREMENTS**

#### **Rate Study Requirements**

The study is to be performed in conformance with the following policy directions:

1. The recommended rate structure shall build upon the current rate structures, Attachments 1 and 2.
2. Identify those portions of water system revenues that fund water system operating and capital costs.
3. The rate study shall recommend a rate structure that considers and makes provisions for the following factors:
  - a. Current and future cost of providing water service in accordance with established and anticipated standards and regulations.
  - b. Projected customer demands for water.
  - c. Availability of water supplies.
  - d. Include rate tiers based upon irrigation load at non-residential (e.g. institutional) accounts.
  - e. Include tiers to incentivize conservation.
  - f. Requirements of the Seaside Municipal Code, California law, State Water Resources Control Board (SWRCB) revenue program guidelines and other guidelines that may apply.
  - g. Rate structure shall consider incorporation of Seaside Watermaster expenditures including overproduction charges.
  - h. Equity such that, as nearly as practical, each customer would pay their fair share of the costs of providing services received.
4. The recommended rate structures shall be consistent with applicable rate making provisions for city-owned utilities in California.
5. Provide a comparison of current water rates to surrounding public agency water purveyors.
6. The recommended rate structure shall support rate stabilization and capital expenditure funds.
7. The recommended rate structure shall be easy to administer considering the limits of the billing system.
8. The recommended rate structure shall be based upon a five-year planning horizon.

#### **Capacity Fee Study Requirements**

The study is to be performed in conformance with the following policy directions:

1. The capacity fee (or new connection fee) should be based upon a system buy-in component and a capital improvement program cost share.



2. Separate connection fees may be proposed for water service meters and fire services.

#### IV. STUDY ELEMENTS

In making its rate structure recommendations, the final report shall explicitly include the following elements and analysis:

**Current rate structure.** Assess the current rate structure's performance as a baseline for comparing recommended changes.

**Equity.** Assess the equity of recommended water rates for all types of property ownerships and users.

**Revenue Sufficiency.** Assess existing rates and charges and identify other potential expense areas including water system maintenance requirements and recommend changes, if appropriate.

**Annual Operating and Capital Replacement Fund Balance Targets.** Recommend reserve levels for operating and capital replacement as well as cash flow and unforeseen events.

**Capital Improvement and Increased Debt Service.** Recommend financing action plan to cover existing five-year Capital Improvement Projects and future years included in the Seaside Municipal Water System Master Plan document as well as increases in debt service.

**Watermaster Fees and Assessments.** Recommend rate structure that recovers Seaside Basin Watermaster fees and replenishment assessment.

**Capacity Fee Study.** Recommend connection fees that reflect the impact of the added water demand on the existing system.

#### V. 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 bound, with tabbed section dividers, and include the following sections in order within the page limitations:**

##### 1. Cover Letter

Include the primary consultant's name and business address, as well as the Project Manager's name, telephone number and email address. Summarize your understanding of the project and briefly introduce your team. The cover letter shall be signed by the person authorized to negotiate

a contract for proposed services with the City of Seaside on behalf of submitting firm/team. Address any exceptions to the Insurance and Indemnification requirements listed in Exhibit C of the Standard Consultant Agreement attached hereto as Attachment 5.

## **2. Project Team**

Clearly identify the prime consultant, all subconsultants, and their respective roles. Show the project manager and the key staff proposed for this project, including subconsultants' staff. Excluding circumstances beyond the consultant's control, it is expected that the project team proposed under this proposal will remain unchanged throughout the duration of the Project. Replacement of key staff, without written approval of the City of Seaside, will not be permitted.

Include contact information and a brief summary of the Prime firm's organization and history. Provide a résumé of each key team member. Provide two references (name, title, agency, and telephone number) for the project manager and task leaders from similar type/size projects. Include contact information and a brief summary of the each subconsulting firm's organization, history, and two firm references.

Resumes shall be provided as exhibits to your proposal and will not count against the page limit.

## **3. Relevant Project Experience**

Proposers must have a minimum of three (3) years of professional experience in preparing municipal rate studies. They shall have completed a minimum of three (3) projects for public water utilities; shall have demonstrated experience of similar scope projects; and have experience working with public institutions.

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 assessment was completed on time and within budget. Identify any obstacles encountered and how it was 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 to ensure effort is completed on schedule and within established budget.

## **5. Project Schedule**

Provide a schedule, from start to finish, showing phases and major benchmarks in the scope of work with reasonable completion expectations. Indicate stages of work, time frames, and your team's ability to perform the required services in a timely manner. Allow three weeks for each submittal review by the City staff in the proposed schedule. Additionally, a progress meeting should be held to correspond immediately after City review of each submittal. Describe project manager's and firm/team support and approach to managing project to ensure effort is completed on schedule and within established budget.

## **6. Scope of Services**

Provide a detailed description of the proposed scope of services through rate study approval and adoption of rates. The scope of services submitted with the consultant's proposal must include a list and number of all deliverables, digital and hard copy, to be provided. Consultant must also plan for the necessary meetings.

## **7. Fee Proposal**

Provide your proposed fee in a separate, sealed envelope, plainly labeled "Fee Proposal" with the prime company's name and project title. Consultant's fee proposal must remain active for a time period of no less than two (2) years. Any annual or standard rate increases that may occur within this time period must be clearly defined in the original fee proposal. The fee proposal shall include a cover letter stating the not to exceed fee, and separate fee schedules depicting individual project tasks, staff hours, and basic hourly charge rates. The fee proposal shall reflect all anticipated fee increases during the contract duration. The final contract price may be negotiated.

## **VI. PROCEDURES FOR SUBMISSION**

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

Three (3) bound copies of the proposal package are due by **3:00 PM Pacific Time on Thursday, July 20, 2023.** The proposal package, including the sealed cost proposal, shall be labeled **"2023 Water Rate and Capacity Fee Studies"** and submitted to the following address:

**Engineering Division**  
City of Seaside  
440 Harcourt Avenue  
Seaside, CA 93955

Please also submit by e-mail a single Adobe Acrobat® PDF file containing the entire proposal, excluding your cost proposal, to [pwinfo@ci.seaside.ca.us](mailto:pwinfo@ci.seaside.ca.us). The e-mail subject line should read: 2023 Water Rate and Capacity Fee Studies.

**SUBMISSIONS WILL NOT BE ACCEPTED AFTER THIS DEADLINE. SUBMISSIONS TRANSMITTED BY FAX WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**

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

## VII. REVIEW AND SELECTION PROCESS

The proposed consultant selection schedule is as follows:

|                                                     |                          |
|-----------------------------------------------------|--------------------------|
| Distribution of RFP                                 | Thursday, June 15, 2023  |
| Questions Due                                       | June 26, 2023            |
| Addendum Issued                                     | July 11, 2023            |
| RFP Submittal Deadline                              | July 20, 2023            |
| Proposal Review Period<br>(Interviews if necessary) | July 21 – August 4, 2023 |
| Consultant Award (tentative)                        | August 17 2023           |

City staff will evaluate the materials provided in response to the Request for Proposals based on the following criteria:

1. Understanding of the Scope of Work and Consultant's Proposed Methodology.
2. Delivery Schedule.
3. Past experience and performance of Consultant's team on similar work including: individuals in the firm assigned to do the work; cost control; quality of work, and meeting scheduled milestone dates.
4. Familiarity with applicable practices and procedures for the work involved.
5. Organization, presentation, and content of proposal. Conformance to the specified RFP format.
6. Familiarity with Locality: Is the firm familiar with water regulations applicable to the City of Seaside? Will the location of the firm's offices facilitate meetings with City Staff?

The City reserves the right to conduct independent reviews and interview firms submitting proposals prior to making any selection. If the City elects, the top proposals may be requested to participate in interviews. 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.

## **VIII. 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 Public Works Department will make a recommendation to the City Manager or City Council, as applicable, regarding the selection of Consultant based upon an evaluation of the proposals. The City reserves the right to negotiate project deliverables and associated costs.

## **IX. 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 and deliver the request to:

Ms. Kirstin van Gend  
City of Seaside  
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 consultant, is prohibited. Such requests for clarification shall be delivered to the City by June 26, 2023. 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.

## **X. GENERAL DESCRIPTION OF PROPOSED AGREEMENT**

Upon conclusion of the RFP process, the Public Works Department will recommend a firm to enter into negotiations for the assignments described. 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 Standard Consultant Agreement (Attachment 5).

## **XI. INSURANCE REQUIREMENTS**

The selected Consultant, at Consultant'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 5).

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City of Seaside as to form and content. The selected Consultant agrees to provide the City with a copy of said policies, certificates and/or endorsements on the requested forms. The selected Consultant 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.

## **XII. 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.

## **XIII. 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.

## **XIV. 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.

## **XV. 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.

## **XVI. 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.

## **XVII. 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.

## **XVIII. ADDITIONAL TERMS AND CONDITIONS**

- A. 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.
- B. 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.
- C. 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.
- D. 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

## **XIX. ATTACHMENTS**

Attachment 1. Current Seaside Municipal Water System Rates

Attachment 2. City of Seaside – 2019 Water Rate Study

Attachment 3. City of Seaside – 2020 Water Capacity Fee Study

Attachment 4. Sample City of Seaside Professional Services Agreement



# **ATTACHMENT 1**

## **CURRENT (FY 2022-2023) SEASIDE MUNICIPAL WATER SYSTEM RATES**

**CITY OF SEASIDE**  
**MASTER FEE SCHEDULE**  
**SCHEDULE OF WATER RATES & FEES**

**Monthly Meter Charges**

| Effective<br>4/1/2021 - 1/1/2022 |            |
|----------------------------------|------------|
| Meter Size                       | Total Rate |
| 3/4" or less                     | \$34.50    |
| 1 Inch Meter                     | \$57.50    |
| 1.5 Inch Meter                   | \$114.99   |
| 2 Inch Meter                     | \$183.99   |
| 3 Inch Meter                     | \$344.98   |
| 4 Inch Meter                     | \$574.96   |
| 6 Inch Meter                     | \$1,149.93 |

| Effective<br>4/1/2022 - 1/1/2023 |            |
|----------------------------------|------------|
| Meter Size                       | Total Rate |
| 3/4" or less                     | \$39.67    |
| 1 Inch Meter                     | \$66.12    |
| 1.5 Inch Meter                   | \$132.24   |
| 2 Inch Meter                     | \$211.59   |
| 3 Inch Meter                     | \$396.73   |
| 4 Inch Meter                     | \$661.21   |
| 6 Inch Meter                     | \$1,322.42 |

The Monthly meter charges are composed of two parts; a fixed rate determined by water meter size and a variable rate determined by water use. Fixed rates are increased according to capacity ratios determined by the American Water Association.

**CITY OF SEASIDE**  
**MASTER FEE SCHEDULE**  
**SCHEDULE OF WATER RATES & FEES**

**VOLUMETRIC RATES & TIER ALLOWANCES**

| Allocations per Month [1]                                  | Effective<br>4/1/2021 - 1/1/2022 | (\$/ccf) | Tier 1<br>\$9.30  | Tier 2<br>\$16.00 |
|------------------------------------------------------------|----------------------------------|----------|-------------------|-------------------|
|                                                            | Effective<br>1/1/2022 - 1/1/2023 | (\$/ccf) | Tier 1<br>\$10.60 | Tier 2<br>\$17.60 |
| Single Family Residential (per dwelling)                   | (ccf)                            |          | 0 to 4.9          | 4.9 +             |
| Multifamily #1 (per meter) – Del Monte Manor               | (ccf)                            |          | 0 to 816.5        | 816.5 +           |
| Multifamily #2 (per meter) – Villa Del Monte               | (ccf)                            |          | 0 to 206.7        | 206.7 +           |
| School #1 (per student) – Martin Luther King               | (ccf)                            |          | 0.5714            | 0.5714 +          |
| School #2 (per student) – Highland Elementary              | (ccf)                            |          | 0.5864            | 0.5864 +          |
| School #3 (per student) – International School of Monterey | (ccf)                            |          | 0.5357            | 0.5357 +          |
| Church #1 (per meter) – Greater Victory Temple             | (ccf)                            |          | 0 to 26.2         | 26.2 +            |
| Church #2 (per meter) – Seventh Day Adventist              | (ccf)                            |          | 0 to 4.9          | 4.9 +             |
| Fire Department                                            | (ccf)                            |          | 0 to 4.9          | 4.9 +             |

**ccf = 100 cubic feet = 748 gallons**

[ 1 ]The first tier collects variable expenses from each customer class according to their Natural Safe Yield (NSY) allowance as allocated by the Seaside Basin Watermaster. The second tier of water rates recovers the cost of exceeding the NSY assessment. Each customer class is allocated Tier 1 water use according to an equitable distribution of the NSY of groundwater for the City of SEaside / Seaside Municipal Water System.

**CITY OF SEASIDE**  
**MASTER FEE SCHEDULE**  
**SCHEDULE OF WATER RATES & FEES**

| <b>Water Fees</b>               |  |                                             |  |
|---------------------------------|--|---------------------------------------------|--|
| <b>Service</b>                  |  | <b>21/22 Adopted</b>                        |  |
| Reconnection Fees:              |  |                                             |  |
| During Business Hours           |  | \$50.00                                     |  |
| After Business Hours            |  | \$150.00                                    |  |
| Late Fee                        |  | \$17.00                                     |  |
| Deconstruction of Water Meter   |  | Actual Cost<br>(minimum \$255.59)           |  |
| Removal of Lock (cutting off)   |  | \$101.00                                    |  |
| Install new water service       |  | Actual Cost<br>(minimum deposit<br>\$3,000) |  |
| Deconstruction of Curb Stop     |  | Actual Cost<br>(minimum \$942.52)           |  |
| Water Meter Testing Charge      |  | \$643.00                                    |  |
| Water Tank Key Card Replacement |  | \$100.00                                    |  |

## **ATTACHMENT 2**

### **CITY OF SEASIDE - 2019 WATER RATE STUDY**

# **City of Seaside**

## **2019 Water Rate Study**



**Bartle Wells Associates**  
**September 12, 2019**



**BARTLE WELLS ASSOCIATES**  
INDEPENDENT PUBLIC FINANCE ADVISORS

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double-sided printing.



**BARTLE WELLS ASSOCIATES**  
INDEPENDENT PUBLIC FINANCE ADVISORS

1889 Alcatraz Avenue  
Berkeley, CA 94703  
T: 510-653-3399  
[www.bartlewells.com](http://www.bartlewells.com)

September 12, 2019

Rick Reidl  
Public Works Director  
City of Seaside  
440 Harcourt Avenue  
Seaside, CA 93955

Re: Water Rate Study

Bartle Wells Associates (BWA) is pleased to submit to the City of Seaside (City) the attached Water Rate Study Report.

This study presents BWA's analysis of the operating and non-operating expenses of the City of Seaside's Municipal Water System (SMWS) and provides five-year cash flow projections and rates. The primary purpose of this study was to analyze the SMWS and make recommendations that would achieve financial sustainability. Another important purpose of this study was to review rates to ensure that they adhere to the State's legal requirements.

The enclosed report recommends updating rates and charges to more accurately recover the costs of providing service to SMWS customers. Recommendations were developed with substantial input from City staff. BWA finds that the rates and charges proposed in our report are based on the cost of service for each customer, follow generally accepted rate design criteria, and adhere to the substantive requirements of Proposition 218. BWA believes that the proposed rates are fair and reasonable to water service customers.

We have enjoyed working with the City on this rate study. Please contact us with any future questions about this study and the recommended water rates.

Sincerely,

Doug Dove, CIPFA  
Principal

Abigail Seaman  
Consultant



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double-sided printing.

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# 1 EXECUTIVE SUMMARY

---

## 1.1 Background

The City of Seaside's Municipal Water System (SMWS) provides water service to approximately 800 accounts within a portion of Seaside, California. The SMWS is one of three water providers to Seaside residents including California American Water Company and Marina Coast Water District.

The SMWS is a self-sustaining enterprise, meaning revenues (mostly sourced from water rates) aim to recover the cost to operate and maintain the water system. The water enterprise has an operating deficit of \$150,000 as of fiscal year (FY) 2018/19. Rates were last increased in 2015. Primary cost factors impacting water rates include the increasing cost of operations and maintenance as well as over \$5 million of capital improvement projects needed to repair aging infrastructure.



The City of Seaside has contracted with Bartle Wells Associates (BWA) to conduct a water rate study of the SMWS which examines current and projected costs and the existing water rate structure as it pertains to California legislation. Basic objectives of the rate study include:

- Identify rate setting principles.
- Develop long-term financial projections to determine future annual water enterprise revenue requirements.
- Evaluate rate alternatives and recommend water rates designed to equitably recover the costs of providing service.

Key guiding principles included developing rates that:

- Are fair and equitable to all customer classes.
- Recover the costs of providing service and generate adequate funding for capital needs.
- Are easy to understand and implement.
- Comply with the legal requirements of Proposition 218 and other California laws.

## 1.2 Proposition 218

Utility rates are subject to the procedural and substantive requirements as set forth in Proposition 218. Proposition 218 was adopted by California voters in 1996 and added Articles 13C and 13D to the California Constitution. Article 13D, Section 6 governs property-related charges, which the California Supreme Court subsequently ruled includes ongoing utility service charges such as water and wastewater. Article 13D, Section 6 establishes a) procedural requirements for imposing or increasing property-related charges, and b) substantive requirements for those charges. Article 13D also requires voter approval for new or increased property-related charges but exempts from this voting requirement rates for water and wastewater service. The substantive requirements of Article 13D, Section 6 requires SMWS utility rates to meet the following conditions:

- Revenues derived from the fee or charge shall not exceed the funds required to provide the property related service.
- Revenues derived from the fee or charge shall not be used for any purpose other than that for which the fee or charge was imposed.
- The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel.
- No fee or charge may be imposed for a service unless that service is used by, or immediately available to, the owner of the property in question.
- No fee or charge may be imposed for general governmental services, such as police or fire services, where the service is available to the public at large in substantially the same manner as it is to property owners.

The procedural requirements of Proposition 218 for all utility rate increases are as follows:

- **Noticing Requirement:** The City must mail a notice of proposed water rate increases to all affected property owners. The notice must specify the basis of the fee, the reason for the fee, and the date/time/location of a public rate hearing at which the proposed rates will be considered/adopted.
- **Public Hearing:** The City must hold a public hearing prior to adopting the proposed water rate increases. The public hearing must be held not less than 45 days after the required notices are mailed. (The Proposition 218 notice for the proposed rates is provided in the Appendix)
- **Rate Increases Subject to Majority Protest:** At the public hearing, the proposed water rate increases are subject to majority protest. If 50% plus one of affected property owners submit written protests the proposed rate increases, the increases cannot be adopted.

### 1.3 Use of Generally Accepted Rate-Making Principles

The rates developed in this study use a straightforward methodology to establish an equitable system of fixed and variable charges that recover the cost of providing service and fairly apportion costs to each rate component. The rates were developed using generally accepted cost-based principles and methodologies for establishing water rates, charges, and fees contained and discussed in the American Water Works Association (AWWA) M1 Manual.

In developing water rates, it is important to note that there is no “one-size-fits-all” approach for establishing cost-based water rates. “The (M1 Manual) is aimed at outlining the basic elements involved in water rates and suggesting alternative rules of procedure for formulating rates, thus permitting the exercise of judgment and preference to meet local conditions and requirements.”<sup>1</sup> BWA used the following criteria when developing our recommendations for SMWS water rates and finances:

**Rates Should Generate Adequate Revenues to Fund SMWS Costs, Maintain Prudent Reserve Fund Levels, and Comply with Debt Covenants:** Rates should be set to fully fund costs to operate and maintain the water system, fund needed capital improvements, maintain prudent cash reserves, and comply with outstanding debt covenants. Conversely, the SMWS should not generate more revenue than the overall cost to provide water.

**Rates Should be Simple, Fair, Justifiable, and Cost-Based:** The SMWS should establish simple, fair, and cost-based rates to the extent possible. No customer or customer class should be burdened with more than their fair share of costs. Rate revenue requirements and calculation methodologies should be documented.

**Rates Should Consider Conservation Requirements:** Water is a scarce commodity in California and wasteful use should be discouraged. However, rates need to be cognitive of possible revenue loss and potential inequitable distributions of the true cost of service.

---

<sup>1</sup> AWWA Manual M1 Manual, Principles of Water Rates, Fees, and Charges, Sixth Edition, 2012, page 5.

## 1.4 Water System Overview

The SMWS produces and distributes potable water. The water system has significant capital rehabilitation and replacement needs, including tank and well improvements.

The SMWS pumps groundwater from the Seaside Groundwater Basin under a Natural Safe Yield (NSY) allowance of its water use determined by the Seaside Water Master. The NSY assessment is projected to decrease according to a schedule provided by the Water Master through FY 2021 and any overdraft amount will be subject to a replenishment assessment charge.

The SMWS's main source of water revenue is monthly water rates which were last increased on January 1, 2015. Rates are not currently sufficient to fund necessary expenses and the current rate structure should be modified to better reflect the cost of water service.

BWA recommends (1) increasing overall water rate revenue cover the cost of service; (2) aligning monthly meter charges with American Water Works Association (AWWA) meter capacity ratios; and (3) modifying the volumetric rate structure from a six-tier structure to a two-tier structure that aligns with the cost of the NSY replenishment assessment for each customer class.

### 1.4.1 Factors Driving Rate Increases

The primary factors impacting the water rates are the significant cost of replenishment water and needed capital improvements to repair aging infrastructure. SMWS revenues are not sufficient to cover current and projected costs, and this deficit may preclude access to grants and low interest loans.

### 1.4.2 Current Water Rates

Currently monthly water rates as of January 1, 2015 are listed in Table ES1 below. Volumetric rates are provided in both \$/tcf and \$/ccf. Units tcf and ccf are defined at the bottom of Table ES1.

**Table ES1. Current Monthly Water Rates**

| 2015 Monthly Meter Charges |              |                            |          |
|----------------------------|--------------|----------------------------|----------|
| Meter Size                 | Base Charges | Watermaster Fixed Expenses | Total    |
| 5/8"                       | \$15.32      | \$10.00                    | \$25.32  |
| 1"                         | \$15.32      | \$10.00                    | \$25.32  |
| 1.5"                       | \$72.20      | \$10.00                    | \$82.20  |
| 2"                         | \$119.20     | \$10.00                    | \$129.20 |
| 3"                         | \$215.21     | \$10.00                    | \$225.21 |

| Monthly Consumption Charges (charged based on \$/ccf) |        |         |                                         |        |         |
|-------------------------------------------------------|--------|---------|-----------------------------------------|--------|---------|
| <b>Residential</b>                                    |        |         | <b>Parks (on a per acre basis)</b>      |        |         |
| Consumption (ccf)                                     | \$/tcf | \$/ccf  | Consumption (ccf)                       | \$/tcf | \$/ccf  |
| 0 - 4                                                 | \$0.39 | \$3.87  | 0 - 4                                   | \$0.57 | \$5.69  |
| 4 - 10                                                | \$0.84 | \$8.37  | 4 - 10                                  | \$0.84 | \$8.37  |
| 10 - 20                                               | \$1.36 | \$13.56 | 10 - 20                                 | \$1.36 | \$13.56 |
| 20 - 30                                               | \$1.94 | \$19.35 | 20 - 30                                 | \$1.94 | \$19.35 |
| 30 - 40                                               | \$2.65 | \$26.53 | 30 - 40                                 | \$2.65 | \$26.53 |
| 40 +                                                  | \$3.46 | \$34.62 | 40 +                                    | \$3.46 | \$34.62 |
| <b>Multifamily (per dwelling)</b>                     |        |         | <b>Schools (on a per student basis)</b> |        |         |
| Consumption (ccf)                                     | \$/tcf | \$/ccf  | Consumption (ccf)                       | \$/tcf | \$/ccf  |
| 0 - 4                                                 | \$0.39 | \$3.87  | 1                                       | \$0.57 | \$5.69  |
| 4 - 10                                                | \$0.84 | \$8.37  | 1 - 3                                   | \$0.84 | \$8.37  |
| 10 - 20                                               | \$1.36 | \$13.56 | 3 - 4                                   | \$1.36 | \$13.56 |
| 20 - 30                                               | \$1.94 | \$19.35 | 4 - 5                                   | \$1.94 | \$19.35 |
| 30 - 40                                               | \$2.65 | \$26.53 | 5 - 6                                   | \$2.65 | \$26.53 |
| 40 +                                                  | \$3.46 | \$34.62 | 6 +                                     | \$3.46 | \$34.62 |
| <b>Church #1</b>                                      |        |         | <b>Church #2</b>                        |        |         |
| Consumption (ccf)                                     | \$/tcf | \$/ccf  | Consumption (ccf)                       | \$/tcf | \$/ccf  |
| 0 - 60                                                | \$0.57 | \$5.69  | 0 - 14                                  | \$0.57 | \$5.69  |
| 60 - 70                                               | \$0.84 | \$8.37  | 14 - 24                                 | \$0.84 | \$8.37  |
| 70 - 80                                               | \$1.36 | \$13.56 | 24 - 34                                 | \$1.36 | \$13.56 |
| 80 - 90                                               | \$1.94 | \$19.35 | 34 - 44                                 | \$1.94 | \$19.35 |
| 90 - 100                                              | \$2.65 | \$26.53 | 44 - 54                                 | \$2.65 | \$26.53 |
| 100 +                                                 | \$3.46 | \$34.62 | 54 +                                    | \$3.46 | \$34.62 |

ccf = 100 cubic feet or 748 gallons

tcf = 74.8 gallons

Current water rates include a monthly fixed charge which is determined by meter size, and a variable charge which varies by customer class. Water use is charged according to a six-tier volumetric rate structure. Volumetric rates are currently charged on a \$/ccf basis.



### 1.4.3 Proposed Water Rates

Proposed monthly water rates are shown on Table ES2 below.

**Table ES2. Proposed Monthly Water Rates**

#### Fixed Rates

| WATER             | Current  | Proposed Fixed Rates (\$/Month) |            |            |            |            |
|-------------------|----------|---------------------------------|------------|------------|------------|------------|
|                   |          | 10/29/2019                      | 1/1/2020   | 1/1/2021   | 1/1/2022   | 1/1/2023   |
| <b>Meter Size</b> |          |                                 |            |            |            |            |
| 3/4" or less      | \$25.32  | \$26.30                         | \$31.55    | \$37.87    | \$43.55    | \$43.55    |
| 1 Inch Meter      | \$25.32  | \$43.83                         | \$52.59    | \$63.11    | \$72.58    | \$72.58    |
| 1.5 Inch Meter    | \$82.20  | \$87.65                         | \$105.18   | \$126.22   | \$145.15   | \$145.15   |
| 2 Inch Meter      | \$129.20 | \$140.24                        | \$168.29   | \$201.95   | \$232.24   | \$232.24   |
| 3 Inch Meter      | \$225.21 | \$262.96                        | \$315.55   | \$378.66   | \$435.46   | \$435.46   |
| 4 Inch Meter      |          | \$438.26                        | \$525.91   | \$631.10   | \$725.76   | \$725.76   |
| 6 Inch Meter      |          | \$876.52                        | \$1,051.83 | \$1,262.19 | \$1,451.52 | \$1,451.52 |

#### Volumetric Rates

|                                          |                 | 10/29/2019       |                  | 1/1/2020         |                  | 1/1/2021         |                  | 1/1/2022         |                  | 1/1/2023         |                  |
|------------------------------------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Proposed Volumetric Rates                | (\$/tcf)        | Tier 1<br>\$0.71 | Tier 2<br>\$1.40 | Tier 1<br>\$0.85 | Tier 2<br>\$1.57 | Tier 1<br>\$1.02 | Tier 2<br>\$1.76 | Tier 1<br>\$1.17 | Tier 2<br>\$1.93 | Tier 1<br>\$1.17 | Tier 2<br>\$1.96 |
| <b>Proposed Allocations per Month</b>    |                 | Tier 1           | Tier 2           | Tier 1           | Tier 2           | Tier 1           | Tier 2           | Tier 1           | Tier 2           | Tier 1           | Tier 2           |
| Single Family Residential (per dwelling) | (tcf)           | 0 to 49          | 49 +             | 0 to 49          | 49 +             | 0 to 37          | 37 +             | 0 to 37          | 37 +             | 0 to 37          | 37 +             |
| Multifamily #1 (per meter)               | (tcf)           | 0 to 8,165       | 8,165 +          | 0 to 8,165       | 8,165 +          | 0 to 6,182       | 6,182 +          | 0 to 6,182       | 6,182 +          | 0 to 6,182       | 6,182 +          |
| Multifamily #2 (per meter)               | (tcf)           | 0 to 2,067       | 2,067 +          | 0 to 2,067       | 2,067 +          | 0 to 1,565       | 1,565 +          | 0 to 1,565       | 1,565 +          | 0 to 1,565       | 1,565 +          |
| School #1 (per student)                  | (tcf)           | 0 to 5.714       | 5.714 +          | 0 to 5.714       | 5.714 +          | 0 to 4.327       | 4.327 +          | 0 to 4.327       | 4.327 +          | 0 to 4.327       | 4.327 +          |
| School #2 (per student)                  | (tcf)           | 0 to 5.864       | 5.864 +          | 0 to 5.864       | 5.864 +          | 0 to 4.440       | 4.440 +          | 0 to 4.440       | 4.440 +          | 0 to 4.440       | 4.440 +          |
| School #3 (per student)                  | (tcf)           | 0 to 5.357       | 5.357 +          | 0 to 5.357       | 5.357 +          | 0 to 4.056       | 4.056 +          | 0 to 4.056       | 4.056 +          | 0 to 4.056       | 4.056 +          |
| Church #1 (per meter)                    | (tcf)           | 0 to 262         | 262 +            | 0 to 262         | 262 +            | 0 to 198         | 198 +            | 0 to 198         | 198 +            | 0 to 198         | 198 +            |
| Church #2 (per meter)                    | (tcf)           | 0 to 49          | 49 +             | 0 to 49          | 49 +             | 0 to 37          | 37 +             | 0 to 37          | 37 +             | 0 to 37          | 37 +             |
| Fire Department                          | (tcf)           | 0 to 49          | 49 +             | 0 to 49          | 49 +             | 0 to 37          | 37 +             | 0 to 37          | 37 +             | 0 to 37          | 37 +             |
| <b>Proposed Temporary Account Rates</b>  | <b>(\$/tcf)</b> | \$1.40           |                  | \$1.57           |                  | \$1.76           |                  | \$1.93           |                  | \$1.96           |                  |

Proposed meter charges align with AWWA meter ratios and volumetric rates are proposed to align with the Natural Safe Yield replenishment assessment for each customer class. NSY replenishment assessments were provided by City of Seaside Staff. The NSY replenishment assessments by customer class are determined in terms of ten cubic feet (tcf), and volumetric rates are proposed to be charged accordingly.

## 2 WATER FINANCIAL PROJECTIONS

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### 2.1 Water System Financial Overview

Bartle Wells Associates conducted an independent evaluation of the SMWS finances. Key observations include:

- Water rates have not been increased since January 1, 2015.
- The water enterprise has no current debt service but faces an internal pension liability of \$17,500 per year.
- Capital expenses for the water enterprise are estimated to be \$4.7 million from FY 2019 to FY 2024. BWA proposes that the SMWS fund these expenses with cash and proposed debt issuances, assumed to be paid through two 20-year loans.
- Projected water expenses were determined by developing projections based on historical audits, budgets, and up to date information provided by the City of Seaside. Projected expenses and minimum reserve fund targets were used to develop annual revenue requirements.

### 2.2 Current Water Rates

Water rates are charged according to several components, including customer category, bill frequency, and rate type (fixed vs. variable) as described below:

- **Fixed Rate:** Customers receiving water service pay a fixed fee (calculated monthly) per meter. Meter service charges increase as meter size increases.
- **Variable Rate:** In addition to the fixed rate, water accounts are charged volumetric rates (or “consumption charges”) according to a 6-tier inclining rate structure. The usage amount allotted in each tier varies by customer class. Quantity Charges are billed per centum (100) cubic feet (ccf), with 1 ccf equal to 748 gallons of water.

In general, rates do not currently cover the cost of water service. Meter charges should be aligned with AWWA meter capacity factors. The existing volumetric tier structure needs to be cost-justified, is complex from a billing perspective and may be difficult to explain to customers.

**Table 1. Current Water Rates**

| 2015 Monthly Meter Charges                                 |              |         |                                  |        |          |
|------------------------------------------------------------|--------------|---------|----------------------------------|--------|----------|
| Meter Size                                                 | Base Charges |         | Watermaster Fixed Expenses       |        | Total    |
| 5/8"                                                       | \$15.32      |         | \$10.00                          |        | \$25.32  |
| 1"                                                         | \$15.32      |         | \$10.00                          |        | \$25.32  |
| 1.5"                                                       | \$72.20      |         | \$10.00                          |        | \$82.20  |
| 2"                                                         | \$119.20     |         | \$10.00                          |        | \$129.20 |
| 3"                                                         | \$215.21     |         | \$10.00                          |        | \$225.21 |
| 2015 Monthly Consumption Charges (charged based on \$/ccf) |              |         |                                  |        |          |
|                                                            |              |         |                                  |        |          |
| Residential                                                |              |         | Parks (on a per acre basis)      |        |          |
| Consumption (ccf)                                          | \$/tcf       | \$/ccf  | Consumption (ccf)                | \$/tcf | \$/ccf   |
| 0 - 4                                                      | \$0.39       | \$3.87  | 0 - 4                            | \$0.57 | \$5.69   |
| 4 - 10                                                     | \$0.84       | \$8.37  | 4 - 10                           | \$0.84 | \$8.37   |
| 10 - 20                                                    | \$1.36       | \$13.56 | 10 - 20                          | \$1.36 | \$13.56  |
| 20 - 30                                                    | \$1.94       | \$19.35 | 20 - 30                          | \$1.94 | \$19.35  |
| 30 - 40                                                    | \$2.65       | \$26.53 | 30 - 40                          | \$2.65 | \$26.53  |
| 40 +                                                       | \$3.46       | \$34.62 | 40 +                             | \$3.46 | \$34.62  |
|                                                            |              |         |                                  |        |          |
| Multifamily (per dwelling)                                 |              |         | Schools (on a per student basis) |        |          |
| Consumption (ccf)                                          | \$/tcf       | \$/ccf  | Consumption (ccf)                | \$/tcf | \$/ccf   |
| 0 - 4                                                      | \$0.39       | \$3.87  | 1                                | \$0.57 | \$5.69   |
| 4 - 10                                                     | \$0.84       | \$8.37  | 1 - 3                            | \$0.84 | \$8.37   |
| 10 - 20                                                    | \$1.36       | \$13.56 | 3 - 4                            | \$1.36 | \$13.56  |
| 20 - 30                                                    | \$1.94       | \$19.35 | 4 - 5                            | \$1.94 | \$19.35  |
| 30 - 40                                                    | \$2.65       | \$26.53 | 5 - 6                            | \$2.65 | \$26.53  |
| 40 +                                                       | \$3.46       | \$34.62 | 6 +                              | \$3.46 | \$34.62  |
|                                                            |              |         |                                  |        |          |
| Church #1                                                  |              |         | Church #2                        |        |          |
| Consumption (ccf)                                          | \$/tcf       | \$/ccf  | Consumption (ccf)                | \$/tcf | \$/ccf   |
| 0 - 60                                                     | \$0.57       | \$5.69  | 0 - 14                           | \$0.57 | \$5.69   |
| 60 - 70                                                    | \$0.84       | \$8.37  | 14 - 24                          | \$0.84 | \$8.37   |
| 70 - 80                                                    | \$1.36       | \$13.56 | 24 - 34                          | \$1.36 | \$13.56  |
| 80 - 90                                                    | \$1.94       | \$19.35 | 34 - 44                          | \$1.94 | \$19.35  |
| 90 - 100                                                   | \$2.65       | \$26.53 | 44 - 54                          | \$2.65 | \$26.53  |
| 100 +                                                      | \$3.46       | \$34.62 | 54 +                             | \$3.46 | \$34.62  |

ccf = 100 cubic feet or 748 gallons

tcf = 74.8 gallons

## 2.3 Customer Information

The SMWS provides water service to 786 water meters as of FY 2019, of which 96% of water meters are residential. The SMWS has recently installed a number of 4" and 6" meters, requiring an update to the current fixed meter charges which stop at 3". Fixed rate revenue currently represents 35% of all rate revenue. A total listing of water meters is provided in Table 2.

**Table 2. Meter Listing**

|              | Residential | Fire Department | School | Apartment | Parks | Church | Total |
|--------------|-------------|-----------------|--------|-----------|-------|--------|-------|
| 3/4" or less | 729         | 0               | 0      | 0         | 7     | 1      | 737   |
| 1"           | 23          | 0               | 0      | 0         | 3     | 0      | 26    |
| 1.5"         | 0           | 1               | 0      | 0         | 0     | 0      | 1     |
| 2"           | 0           | 0               | 0      | 0         | 0     | 1      | 1     |
| 3"           | 0           | 0               | 0      | 1         | 0     | 0      | 1     |
| 4"           | 0           | 0               | 0      | 0         | 0     | 0      | 0     |
| 6"           | 0           | 0               | 3      | 1         | 2     | 0      | 6     |
|              | 752         | 1               | 3      | 2         | 12    | 2      | 772   |

Seaside is a relatively slow-growth community and can expect minimal growth over the next five years. Therefore, the SMWS should conservatively project no growth in new connections or increased water consumption for the purposes of this rate study.

## 2.4 FY 2015 Water Consumption

The City conducted a detailed analysis of water consumption in FY 2015 as shown in Table 3. The water rate study conservatively assumes consumption has remained static since FY 2015. Total water consumption is anticipated to be approximately 80,000 ccf or 800,000 tcf for the duration of the water rate study. Volumetric revenue represents 65% of all water rate revenue.

**Table 3. Water Consumption**

| Class              | Tier 1         | Tier 2         | Tier 3        | Tier 4       | Tier 5     | Tier 6     | Total By Class |
|--------------------|----------------|----------------|---------------|--------------|------------|------------|----------------|
| Residential        | 30,689         | 16,404         | 2,958         | 146          | 32         | 37         | 50,266         |
| Apartment          | 12,362         | 3,830          | 0             | 0            | 0          | 0          | 16,192         |
| Church             | 688            | 84             | 20            | 20           | 14         | 8          | 834            |
| Fire Department    | 48             | 72             | 101           | 11           | 0          | 0          | 232            |
| School             | 7,402          | 2,480          | 6             | 0            | 0          | 0          | 9,888          |
| Parks              | 18             | 0              | 0             | 0            | 0          | 0          | 18             |
| <b>Total (ccf)</b> | <b>51,207</b>  | <b>22,870</b>  | <b>3,085</b>  | <b>177</b>   | <b>46</b>  | <b>45</b>  | <b>77,430</b>  |
| <i>Total (tcf)</i> | <i>512,070</i> | <i>228,700</i> | <i>30,850</i> | <i>1,770</i> | <i>460</i> | <i>450</i> | <i>774,300</i> |

## 2.5 Key Assumptions

BWA developed long-term cash flow projections to determine the water enterprise's annual revenue requirements and project required water rate revenue increases. The financial projections incorporate the latest information available as well as a number of reasonable and slightly conservative assumptions typical for a rate study. Key information and assumptions include:

### **Revenue Assumptions**

- Miscellaneous fees and interest income are based on the FY 2019 budget. Future projections are estimated based on conservative inflation and an interest earning rate of 1.5%. Actual amounts will vary based on actual miscellaneous fees and future interest earning rates.
- Growth in the SMWS's customer base and water consumption was conservatively assumed to be 0% per year over the next 5 years. The City is a relatively small, slow-growth community and should not rely on growth for additional rate revenue.

### **Expense Assumptions**

- Operating and maintenance costs are based on the FY 2019 budget and escalated at the annual rate of 3.0% to account for future cost inflation. This assumption is based on the 1990 through 2019 Engineering News-Record's average annual cost increase.

### **Reserve Targets**

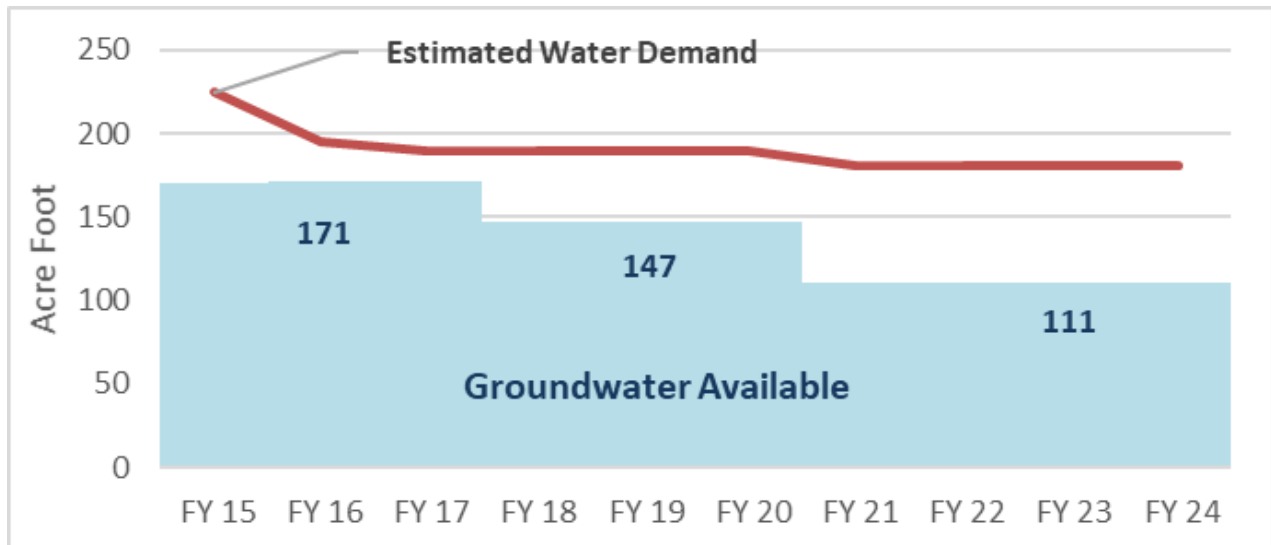
- The SMWS's current cash fund balance is approximately \$700,000 as of the beginning of FY 2019. Without a rate increase, the SMWS is projected to run out of reserves in FY 2023. However, if the proposed rate increases are adopted the water enterprise will have at least \$700,000 in reserves at the end of FY 2024 (after the 5-year rate schedule). Reserves are projected to slowly increase as rate revenue slightly exceeds expenses. This will ensure that the proposed rates establish sufficient reserves.
- BWA designed the 5-year Water Cash Flow based on a reserve policy of 33% of water operating expenses plus debt service obligations. As of FY 2024, the target reserve balance is approximately \$700,000.

## 2.6 Water Supply – Natural Safe Yield Assessment

The SMWS purchases water from the Seaside Groundwater Basin Watermaster, which has determined a Natural Safe Yield (NSY) assessment for the SMWS. The NSY assessment is projected to decrease according to a schedule provided by the Watermaster through FY 2021. Water demand currently exceeds the NSY assessment and will soon face a replenishment

assessment per Acre Foot (AF) for all usage over the NSY. The replenishment assessment would be \$2,782/AF in 2019 and is projected to increase 3% per year according to City estimates. An illustration of water demand above the NSY replenishment assessment is shown in Figure 2. A detailed breakdown of water supply and demand is provided in the Appendix.

**Figure 2: Water Demand and NSY Assessment**



## 2.7 Water Budgets

The City of Seaside conducted a water budget analysis in FY 2015 which allocated the NSY replenishment assessment cost to each customer class based on a monthly water budget. Domestic water use was adjusted to 45gal/day/person based on a water system residential population of 2,732. Other customer classes' water budgets were determined using membership counts (e.g. churches, schools) and actual water use. Any usage above the water budget will be using water above the NSY and therefore will be subject to additional charges per the replenishment assessment determined by the Watermaster. A detailed list of water budget allocations is located in the Appendix.

## 2.8 Operations & Maintenance Expenses

The SMWS's operations budget totals approximately \$900,000 for FY 2019. All operations expenses are projected to increase 3% per year. A detailed projection of operations & maintenance expenses is provided in the Appendix.

## 2.9 Capital Improvement Plan

The SMWS \$4.7m capital improvement plan is shown on Table 4 and consists of several rehabilitation, improvement, and replacement projects necessary for the sustainable management of the water enterprise.

**Table 4. Water Capital Improvement Plan**

| Water Capital Improvement Plan | FY 2019          | FY 2020            | FY 2021            | FY 2022          | FY 2023          | FY 2024          |
|--------------------------------|------------------|--------------------|--------------------|------------------|------------------|------------------|
| Water Security Upgrades        | \$0              | \$90,000           | \$300,000          | \$0              | \$0              | \$0              |
| Well Replacement               | \$0              | \$350,000          | \$1,000,000        | \$600,000        | \$0              | \$0              |
| Master Plan / Rate Study       | \$0              | \$170,000          | \$150,000          | \$50,000         | \$20,000         | \$0              |
| Tank Improvements Project      | \$0              | \$440,000          | \$0                | \$20,000         | \$0              | \$740,000        |
| Alternative Water Source       | \$0              | \$80,000           | \$10,000           | \$30,000         | \$90,000         | \$100,000        |
| Arc Flash Hazard Mitigation    | \$0              | \$30,000           | \$90,000           | \$0              | \$0              | \$0              |
| <u>Capital Improvements</u>    | <u>\$130,000</u> | <u>\$0</u>         | <u>\$0</u>         | <u>\$50,000</u>  | <u>\$100,000</u> | <u>\$50,000</u>  |
| <b>Total CIP Improvements</b>  | <b>\$130,000</b> | <b>\$1,160,000</b> | <b>\$1,550,000</b> | <b>\$750,000</b> | <b>\$210,000</b> | <b>\$890,000</b> |

Current water rates cannot cover the current Capital Improvement Plan obligations. Additionally, the SMWS's current operating deficit precludes access to many grants and low-interest loans. BWA recommends a funding plan including cash and debt funding capital improvement costs as detailed in later sections.

## 2.10 Debt Obligations

The SMWS does not currently have any debt service obligations but faces an annual Internal pension funding obligation of \$17,500 per year. BWA recommends that the SMWS consider two debt issuances, \$3.4 million in FY 2020 and \$1.3 million in FY 2023, to fund capital expenses and smooth out any required rate increases over time. After evaluating several debt service options, BWA conservatively projected the annual debt obligation required to meet the capital improvement needs based on two 20-year debt issuances at 4% interest. Detailed assumptions regarding issuance costs are located in the Appendix. A summary of debt service obligations is shown on Table 5.

**Table 5. Projected Debt Service Obligations**

|                                                                                                                                  | FY2019        | FY2020        | FY2021         | FY2022         | FY2023         | FY2024         |
|----------------------------------------------------------------------------------------------------------------------------------|---------------|---------------|----------------|----------------|----------------|----------------|
| <b>Total Debt Service</b>                                                                                                        |               |               |                |                |                |                |
| Current Debt Service [1]                                                                                                         | 17,500        | 17,500        | 17,500         | 17,500         | 17,500         | 17,500         |
| Proposed Debt Payments [2]                                                                                                       | 0             | 0             | <u>136,000</u> | <u>250,175</u> | <u>250,175</u> | <u>302,175</u> |
| <b>Total Long Term Debt</b>                                                                                                      | <b>17,500</b> | <b>17,500</b> | <b>153,500</b> | <b>267,675</b> | <b>267,675</b> | <b>319,675</b> |
| [1] Net Pension Liability, \$263,774, 15 year payoff                                                                             |               |               |                |                |                |                |
| [2] Two 20 Year Bonds - Placeholder Assumption                                                                                   |               |               |                |                |                |                |
| Receive proceeds for construction in FY2020 and FY 2023, debt service begins following year. Interest only payment in first year |               |               |                |                |                |                |

## 2.11 Projected Rate Increases

Table 6 below shows the projected overall recommended rate increases needed to fund current operating, capital and debt service obligations as well as achieve cash reserve balance and debt service coverage targets over the next 5 years. If there are any updates to these items, The SMWS should re-evaluate its future rate and revenue requirements based on the latest information available. The City always has the flexibility to implement rates that are lower than those adopted.

**Table 6. Projected Rate Increases**

| Effective Date        | 10/29/2019 | 1/1/2020 | 1/1/2021 | 1/1/2022 | 1/1/2023 |
|-----------------------|------------|----------|----------|----------|----------|
| Rate Revenue Increase | 25%        | 20%      | 20%      | 15%      | 0%       |

## 2.12 Projected Cashflow with Rate Increases

Table 7 on the next page shows the 5-year cash flow projection for the SMWS. The cash flow incorporates all assumptions and data described in the above sections. Revenue is increasing according to the rate projections shown on and is shown to be sufficient to fund the cost of providing service while maintaining a balanced annual budget and appropriate cash reserve funds.



**Table 7. Water Cash Flow Projection**

|                                                                     | FY 2019          | FY 2020            |                  | FY 2021            | FY 2022            | FY 2023            | FY 2024            |            |
|---------------------------------------------------------------------|------------------|--------------------|------------------|--------------------|--------------------|--------------------|--------------------|------------|
| <b>Overall Rate Increase</b>                                        |                  | <b>25%</b>         | <b>+</b>         | <b>20%</b>         | <b>20%</b>         | <b>15%</b>         | <b>0%</b>          | <b>0%</b>  |
| <b>Effective Date</b>                                               |                  | <b>10/29/2019</b>  | <b>1/1/2020</b>  | <b>1/1/2021</b>    | <b>1/1/2022</b>    | <b>1/1/2023</b>    | <b>1/1/2024</b>    |            |
| <b>Beginning Balance [2]</b>                                        |                  | <b>\$700,424</b>   |                  | <b>\$2,741,424</b> | <b>\$1,312,924</b> | <b>\$747,249</b>   | <b>\$1,911,074</b> |            |
| Operating Revenues                                                  |                  | add'l revenue      |                  |                    |                    |                    |                    |            |
| Base Charge                                                         | \$244,841        | \$133,000          | +                | \$184,000          | \$416,000          | \$488,000          | \$522,000          | \$522,000  |
| Variable Charge                                                     | \$453,463        | \$246,000          | +                | \$340,000          | \$771,000          | \$904,000          | \$967,000          | \$967,000  |
| All other operating revenue [3]                                     | \$25,000         | \$25,000           |                  |                    | \$25,000           | \$25,000           | \$25,000           | \$25,000   |
| <b>Total Operating Revenue</b>                                      | <b>\$723,304</b> | <b>\$404,000</b>   | <b>\$524,000</b> | <b>\$1,212,000</b> | <b>\$1,417,000</b> | <b>\$1,514,000</b> | <b>\$1,514,000</b> |            |
|                                                                     |                  | <b>\$928,000</b>   |                  |                    |                    |                    |                    |            |
| Non-operating Revenue                                               |                  |                    |                  |                    |                    |                    |                    |            |
| Proposed Debt - Proceeds for Construction                           | \$0              | \$3,200,500        |                  | \$0                | \$0                | \$1,121,500        |                    | \$0        |
| <b>Total Non-operating Revenue</b>                                  | <b>\$0</b>       | <b>\$3,200,500</b> |                  | <b>\$0</b>         | <b>\$0</b>         | <b>\$1,121,500</b> |                    | <b>\$0</b> |
| <b>Total Operating Expenses</b>                                     | <b>\$883,000</b> | <b>\$910,000</b>   |                  | <b>\$937,000</b>   | <b>\$965,000</b>   | <b>\$994,000</b>   | <b>\$1,024,000</b> |            |
| Long Term Debt & Pensions                                           |                  |                    |                  |                    |                    |                    |                    |            |
| Internal Pension Liability                                          | \$17,500         | \$17,500           |                  | \$17,500           | \$17,500           | \$17,500           | \$17,500           |            |
| Proposed Loan                                                       | \$0              | \$0                |                  | \$136,000          | \$250,175          | \$250,175          | \$302,175          |            |
| <b>Total Long Term Debt</b>                                         | <b>\$17,500</b>  | <b>\$17,500</b>    |                  | <b>\$153,500</b>   | <b>\$267,675</b>   | <b>\$267,675</b>   | <b>\$319,675</b>   |            |
| Capital Projects                                                    | \$130,000        | \$1,160,000        |                  | \$1,550,000        | \$750,000          | \$210,000          | \$890,000          |            |
| <b>Ending Balance</b>                                               |                  | <b>\$2,741,424</b> |                  | <b>\$1,312,924</b> | <b>\$747,249</b>   | <b>\$1,911,074</b> | <b>\$1,191,399</b> |            |
| Minimum Fund Balance Target [4]                                     |                  | \$317,800          |                  | \$462,710          | \$586,125          | \$595,695          | \$657,595          |            |
| Reserve Target Met?                                                 |                  | yes                |                  | yes                | yes                | yes                | yes                |            |
| Debt Service Coverage - Proposed Debt                               |                  |                    |                  | 2.02               | 1.81               | 2.08               | 1.62               |            |
| [1] Current Variable Rate Varies due to tiered rate structure       |                  |                    |                  |                    |                    |                    |                    |            |
| [2] Estimated fund balance as of June 30, 2019 from City of Seaside |                  |                    |                  |                    |                    |                    |                    |            |
| [3] Includes interest income, late fees, and penalties              |                  |                    |                  |                    |                    |                    |                    |            |
| [4] 33% of operating expenses plus debt service                     |                  |                    |                  |                    |                    |                    |                    |            |

## 3 WATER COST OF SERVICE & RATE CALCULATIONS

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### 3.1 Water Rate Structure Recommendations

In addition to the proposed rate revenue increases, Bartle Wells Associates also recommends a rate structure change to align with the current cost of water service.

### 3.2 Cost Allocation

BWA conducted a cost of service analysis which confirms that the current cost allocation to fixed and variable charges are appropriate. BWA recommends rates that continue to collect 35% of revenue from fixed charges, and 65% from variable charges. A detailed cost allocation of operations and maintenance expenses is provided in the Appendix.

### 3.3 Fixed Service Charge Recommendations

Per the cost of service allocation, 35% of revenue will come from fixed charges. This represents no change from the current cost allocation.

#### 3.3.1 AWWA Meter Factor Ratios

BWA recommends that the proposed meter charges align with AWWA meter flow ratios as outlined in Table 8 below.

**Table 8. AWWA Meter Flow Ratios**

| Meter Size   | # Meters | Max Flow Rate (GPM) | Flow Ratio | 3/4" or less Meter Equivalents |
|--------------|----------|---------------------|------------|--------------------------------|
| 3/4" or less | 737      | 30                  | 1          | 737                            |
| 1" or less   | 26       | 50                  | 1.7        | 43                             |
| 1.5"         | 1        | 100                 | 3.3        | 3                              |
| 2"           | 1        | 160                 | 5.3        | 5                              |
| 3"           | 1        | 300                 | 10.0       | 10                             |
| 4"           | 0        | 500                 | 16.7       | 0                              |
| 6"           | 6        | 1000                | 33.3       | 200                            |
| <b>Total</b> |          |                     |            | <b>999</b>                     |

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[1] American Water Works Association Standards, Manual M22, 2nd edition, 2004, page 62.

[2] Flow Ratio equal to 1" or less equivalent

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The proposed fixed charges include monthly fixed charge which increase by meter size according to the flow ratios shown above. Larger meters will now face a higher charge compared to the current rate. BWA has also proposed new charges for 4-inch and 6-inch meters per AWWA meter flow ratios for those customers. Proposed fixed charges are shown in Table 9 on the next page. In the years following the rate restructure in 2019/20, the proposed rates will increase according to the proposed annual rate revenue increases shown in Table 6. A detailed calculation of fixed rates is provided in the Appendix.

### **3.4 Water Variable Charge Recommendations**

The proposed variable charge aims to recover 65% of rate revenue.

#### Two-Tier Volumetric Rate Structure:

The 5-year schedule of proposed volumetric rates are summarized on Table 9 along with the proposed tier allotments. BWA recommends that the SMWS replace the current six-tiered water rate structure and adopt a two-tiered rate structure that aligns with the cost of providing water service. A detailed calculation of volumetric rates is provided in the Appendix.

Tier 1 water use allotments were determined by the Water Budget Analysis performed by the City of Seaside in FY 2015. Tier 1 water rates recover all variable expenses determined by the cost of service analysis. Tier 2 water use consists of all use above the NSY assessment. The Tier 2 rate will recover the cost of the replenishment assessment imposed by the Watermaster. Rates are calculated using \$/tcf to align with the SMWS's water budget assessment.

### 3.5 Proposed Water Rates

Table 9 below shows a 5-year schedule of proposed rates incorporating the overall level of required rate increases to fund the cost of providing water service.

**Table 9. Proposed Monthly Water Rates**

#### Fixed Rates

| WATER             | Current  | Proposed Fixed Rates (\$/Month) |            |            |            |            |
|-------------------|----------|---------------------------------|------------|------------|------------|------------|
|                   |          | 10/29/2019                      | 1/1/2020   | 1/1/2021   | 1/1/2022   | 1/1/2023   |
| <b>Meter Size</b> |          |                                 |            |            |            |            |
| 3/4" or less      | \$25.32  | \$26.30                         | \$31.55    | \$37.87    | \$43.55    | \$43.55    |
| 1 Inch Meter      | \$25.32  | \$43.83                         | \$52.59    | \$63.11    | \$72.58    | \$72.58    |
| 1.5 Inch Meter    | \$82.20  | \$87.65                         | \$105.18   | \$126.22   | \$145.15   | \$145.15   |
| 2 Inch Meter      | \$129.20 | \$140.24                        | \$168.29   | \$201.95   | \$232.24   | \$232.24   |
| 3 Inch Meter      | \$225.21 | \$262.96                        | \$315.55   | \$378.66   | \$435.46   | \$435.46   |
| 4 Inch Meter      |          | \$438.26                        | \$525.91   | \$631.10   | \$725.76   | \$725.76   |
| 6 Inch Meter      |          | \$876.52                        | \$1,051.83 | \$1,262.19 | \$1,451.52 | \$1,451.52 |

#### Volumetric Rates

|                                          |                 | 10/29/2019       |                  | 1/1/2020         |                  | 1/1/2021         |                  | 1/1/2022         |                  | 1/1/2023         |                  |
|------------------------------------------|-----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Proposed Volumetric Rates                | (\$/tcf)        | Tier 1<br>\$0.71 | Tier 2<br>\$1.40 | Tier 1<br>\$0.85 | Tier 2<br>\$1.57 | Tier 1<br>\$1.02 | Tier 2<br>\$1.76 | Tier 1<br>\$1.17 | Tier 2<br>\$1.93 | Tier 1<br>\$1.17 | Tier 2<br>\$1.96 |
| <b>Proposed Allocations per Month</b>    |                 | Tier 1           | Tier 2           | Tier 1           | Tier 2           | Tier 1           | Tier 2           | Tier 1           | Tier 2           | Tier 1           | Tier 2           |
| Single Family Residential (per dwelling) | (tcf)           | 0 to 49          | 49 +             | 0 to 49          | 49 +             | 0 to 37          | 37 +             | 0 to 37          | 37 +             | 0 to 37          | 37 +             |
| Multifamily #1 (per meter)               | (tcf)           | 0 to 8,165       | 8,165 +          | 0 to 8,165       | 8,165 +          | 0 to 6,182       | 6,182 +          | 0 to 6,182       | 6,182 +          | 0 to 6,182       | 6,182 +          |
| Multifamily #2 (per meter)               | (tcf)           | 0 to 2,067       | 2,067 +          | 0 to 2,067       | 2,067 +          | 0 to 1,565       | 1,565 +          | 0 to 1,565       | 1,565 +          | 0 to 1,565       | 1,565 +          |
| School #1 (per student)                  | (tcf)           | 0 to 5.714       | 5.714 +          | 0 to 5.714       | 5.714 +          | 0 to 4.327       | 4.327 +          | 0 to 4.327       | 4.327 +          | 0 to 4.327       | 4.327 +          |
| School #2 (per student)                  | (tcf)           | 0 to 5.864       | 5.864 +          | 0 to 5.864       | 5.864 +          | 0 to 4.440       | 4.440 +          | 0 to 4.440       | 4.440 +          | 0 to 4.440       | 4.440 +          |
| School #3 (per student)                  | (tcf)           | 0 to 5.357       | 5.357 +          | 0 to 5.357       | 5.357 +          | 0 to 4.056       | 4.056 +          | 0 to 4.056       | 4.056 +          | 0 to 4.056       | 4.056 +          |
| Church #1 (per meter)                    | (tcf)           | 0 to 262         | 262 +            | 0 to 262         | 262 +            | 0 to 198         | 198 +            | 0 to 198         | 198 +            | 0 to 198         | 198 +            |
| Church #2 (per meter)                    | (tcf)           | 0 to 49          | 49 +             | 0 to 49          | 49 +             | 0 to 37          | 37 +             | 0 to 37          | 37 +             | 0 to 37          | 37 +             |
| Fire Department                          | (tcf)           | 0 to 49          | 49 +             | 0 to 49          | 49 +             | 0 to 37          | 37 +             | 0 to 37          | 37 +             | 0 to 37          | 37 +             |
| <b>Proposed Temporary Account Rates</b>  | <b>(\$/tcf)</b> | \$1.40           |                  | \$1.57           |                  | \$1.76           |                  | \$1.93           |                  | \$1.96           |                  |

### 3.6 Estimated Residential Bill Impact

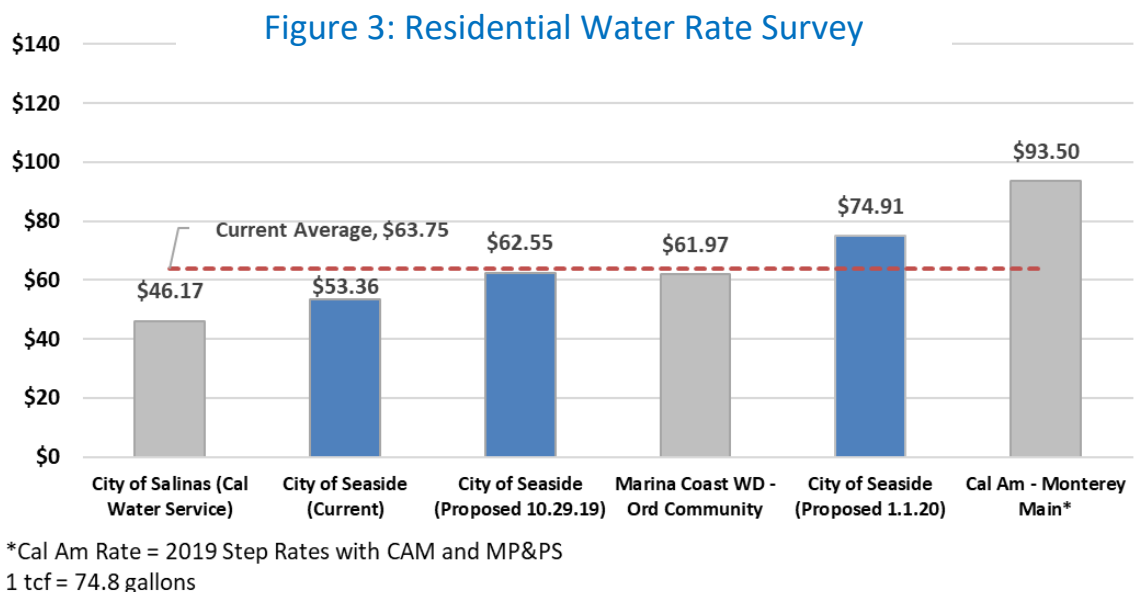
Estimated bill impacts for a typical single-family resident are provided in Table 10 below and are provided for a wide variety of customers in the Appendix. As the water rate revenue requirement increases and the Tier 1 water use allotment decreases, bills are projected to increase. There is no recommended rate increase in the 5<sup>th</sup> year of the rate study, so bills will remain the same assuming water use is constant.

**Table 10. Single Family Bill Impact**

|                                       | Water Use<br>tcf | Current        | 10/29/2019     | 1/1/2020       | 1/1/2021       | 1/1/2022        | 1/1/2023        |
|---------------------------------------|------------------|----------------|----------------|----------------|----------------|-----------------|-----------------|
| <b>Single Family - 3/4" Meter [1]</b> | <b>50.3</b>      |                |                |                |                |                 |                 |
| Tier 1 Consumption                    |                  |                | 49             | 49             | 37             | 37              | 37              |
| Tier 2 Consumption                    |                  |                | 1.2            | 1.2            | 13.1           | 13.1            | 13.1            |
| <b>Estimated Bill</b>                 |                  | <b>\$53.36</b> | <b>\$62.55</b> | <b>\$74.91</b> | <b>\$97.86</b> | <b>\$111.47</b> | <b>\$111.74</b> |
| <b>% Bill Increase</b>                |                  |                | 17%            | 20%            | 31%            | 14%             | 0%              |

### 3.7 Residential Water Rate Survey

BWA conducted a survey of residential water rates in surrounding water communities and similar agencies. Average monthly usage for a single-family resident was used to calculate typical monthly bills for these agencies as shown in Figure 3. The City of Seaside's Municipal Water System is currently below the average monthly water bill in the area.



## 4 CONCLUSION & RECOMMENDATIONS

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This water rate study report presents a comprehensive review of the SMWS's revenue requirements, cost of service allocation, and rate structure. Projected operations & capital expenses are expected to exceed rate revenues in the next few years. Capital is recommended to be funded with some cash and a proposed debt issuance of \$4.5 million. These factors were considered in the rate study to fairly develop rates for customers.

### 4.1 Conclusion

The practices sound financial planning that has provided for the financial health of the City of Seaside's Municipal Water System. Unfortunately, the SMWS is facing a revenue deficit while operations and capital costs continue to increase. These recent developments have been factored into a comprehensive water rate study and are reflected in the above proposed rates. Adoption of these rates reflect the City's commitment to stewarding financially sound utilities and providing reliable, high quality water service that will benefit the community many years into the future.

### 4.2 Recommendations

BWA recommends that the City adopt the water rates contained in this report. At minimum, the City should review and update its Water Rate Study every five years and/or concurrent with Master Plan Updates. Rates are typically adopted according to a five-year planning period. Any further rate increases should be supported by a comprehensive rate study.

### 4.3 Noticed Rates

On July 15, 2019 notices were mailed to residents regarding the water rate increase. Rates noticed to SMWS customers reflect an adjusted Tier 2 rate and adjusted tier breakpoints, representing a more gradual phase-in of the NSY assessment schedule to the benefit of the ratepayer. Since a credit is available to the SMWS from the Watermaster, this will be used to offset the impact of the assessment on ratepayers. All other costs including O&M, capital and debt service are projected to be covered with the noticed rates. The public hearing conducted September 5, 2019 resulted in 4 written protests of the noticed rate increases. Rates are projected to be effective according to the proposed schedule beginning October 29, 2019. The notice is provided in Appendix B, supported by supplementary tables provided in Appendix A.

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double-sided printing.

# **APPENDIX A**

## **Water Rate Study Supplementary Tables**



# Seaside Municipal Water System Water Rate Study 2019



## Appendix Tables 9/12/2019

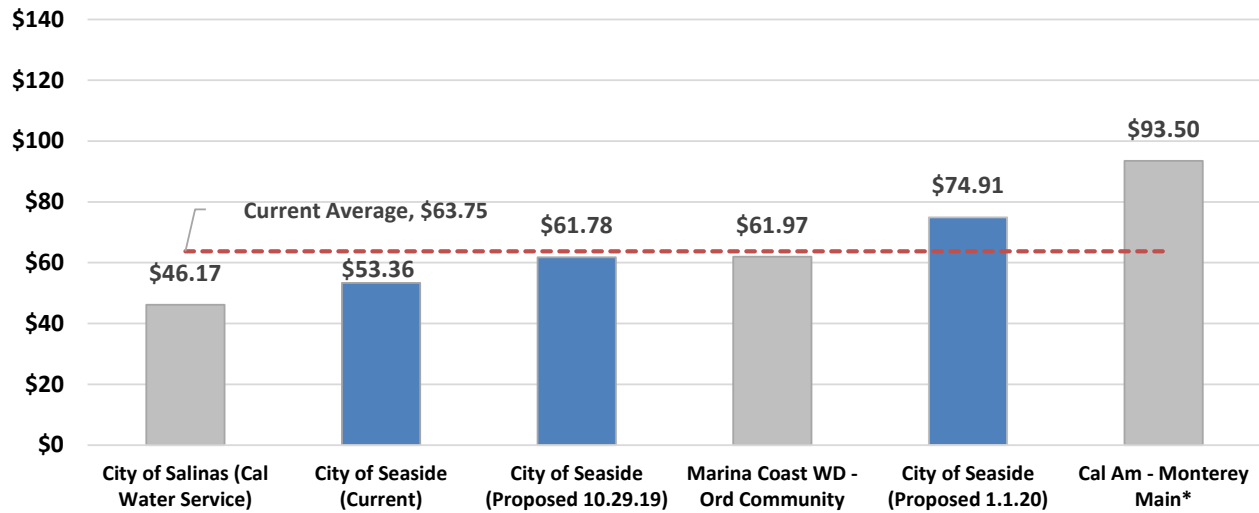


**BARTLE WELLS ASSOCIATES**  
INDEPENDENT PUBLIC FINANCE ADVISORS

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## Figure 1: Water Rate Survey (Based on Noticed Rates)

Seaside Municipal Water System Water  
Rate Study



\*Cal Am Rate = 2019 Step Rates with CAM and MP&PS

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**Table ES-1****Executive Summary - Proposed Fixed Meter Rates**

|                |          | Proposed Rates (\$/Month) |            |            |            |            |
|----------------|----------|---------------------------|------------|------------|------------|------------|
| WATER          |          | Current                   | 10/29/2019 | 1/1/2020   | 1/1/2021   | 1/1/2022   |
| Meter Size     |          |                           |            |            |            | 1/1/2023   |
| 3/4" or less   | \$25.32  | \$26.30                   | \$31.55    | \$37.87    | \$43.55    | \$43.55    |
| 1 Inch Meter   | \$25.32  | \$43.83                   | \$52.59    | \$63.11    | \$72.58    | \$72.58    |
| 1.5 Inch Meter | \$82.20  | \$87.65                   | \$105.18   | \$126.22   | \$145.15   | \$145.15   |
| 2 Inch Meter   | \$129.20 | \$140.24                  | \$168.29   | \$201.95   | \$232.24   | \$232.24   |
| 3 Inch Meter   | \$225.21 | \$262.96                  | \$315.55   | \$378.66   | \$435.46   | \$435.46   |
| 4 Inch Meter   |          | \$438.26                  | \$525.91   | \$631.10   | \$725.76   | \$725.76   |
| 6 Inch Meter   |          | \$876.52                  | \$1,051.83 | \$1,262.19 | \$1,451.52 | \$1,451.52 |

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Table ES-2A

## Executive Summary - Proposed Volumetric Water Rates

| WATER                                     | Current Monthly Rates |          |
|-------------------------------------------|-----------------------|----------|
| Current Residential Allocations per Month |                       | (\$/tcf) |
| Tier 1                                    | 0 - 40                | \$0.387  |
| Tier 2                                    | 40 - 100              | \$0.837  |
| Tier 3                                    | 100 - 200             | \$1.356  |
| Tier 4                                    | 200 - 300             | \$1.935  |
| Tier 5                                    | 300 - 400             | \$2.653  |
| Tier 6                                    | 400 +                 | \$3.462  |

|                                          |          | 10/29/2019       |                  | 1/1/2020         |                  | 1/1/2021         |                  | 1/1/2022         |                  | 1/1/2023         |                  |
|------------------------------------------|----------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Proposed Volumetric Rates                | (\$/tcf) | Tier 1<br>\$0.71 | Tier 2<br>\$1.40 | Tier 1<br>\$0.85 | Tier 2<br>\$1.57 | Tier 1<br>\$1.02 | Tier 2<br>\$1.76 | Tier 1<br>\$1.17 | Tier 2<br>\$1.93 | Tier 1<br>\$1.17 | Tier 2<br>\$1.96 |
| Proposed Allocations per Month           |          | Tier 1           | Tier 2           | Tier 1           | Tier 2           | Tier 1           | Tier 2           | Tier 1           | Tier 2           | Tier 1           | Tier 2           |
| Single Family Residential (per dwelling) | (tcf)    | 0 to 49          | 49 +             | 0 to 49          | 49 +             | 0 to 37          | 37 +             | 0 to 37          | 37 +             | 0 to 37          | 37 +             |
| Multifamily #1 (per meter)               | (tcf)    | 0 to 8,165       | 8,165 +          | 0 to 8,165       | 8,165 +          | 0 to 6,182       | 6,182 +          | 0 to 6,182       | 6,182 +          | 0 to 6,182       | 6,182 +          |
| Multifamily #2 (per meter)               | (tcf)    | 0 to 2,067       | 2,067 +          | 0 to 2,067       | 2,067 +          | 0 to 1,565       | 1,565 +          | 0 to 1,565       | 1,565 +          | 0 to 1,565       | 1,565 +          |
| School #1 (per student)                  | (tcf)    | 0 to 5.714       | 5.714 +          | 0 to 5.714       | 5.714 +          | 0 to 4.327       | 4.327 +          | 0 to 4.327       | 4.327 +          | 0 to 4.327       | 4.327 +          |
| School #2 (per student)                  | (tcf)    | 0 to 5.864       | 5.864 +          | 0 to 5.864       | 5.864 +          | 0 to 4.440       | 4.440 +          | 0 to 4.440       | 4.440 +          | 0 to 4.440       | 4.440 +          |
| School #3 (per student)                  | (tcf)    | 0 to 5.357       | 5.357 +          | 0 to 5.357       | 5.357 +          | 0 to 4.056       | 4.056 +          | 0 to 4.056       | 4.056 +          | 0 to 4.056       | 4.056 +          |
| Church #1 (per meter)                    | (tcf)    | 0 to 262         | 262 +            | 0 to 262         | 262 +            | 0 to 198         | 198 +            | 0 to 198         | 198 +            | 0 to 198         | 198 +            |
| Church #2 (per meter)                    | (tcf)    | 0 to 49          | 49 +             | 0 to 49          | 49 +             | 0 to 37          | 37 +             | 0 to 37          | 37 +             | 0 to 37          | 37 +             |
| Fire Department                          | (tcf)    | 0 to 49          | 49 +             | 0 to 49          | 49 +             | 0 to 37          | 37 +             | 0 to 37          | 37 +             | 0 to 37          | 37 +             |
| Proposed Temporary Account Rates         | (\$/tcf) | \$1.40           |                  | \$1.57           |                  | \$1.76           |                  | \$1.93           |                  | \$1.96           |                  |

tcf = 10 cubic feet or 74.8 gallons

1 - Source: City of Seaside

**Table ES-2B**

**Executive Summary - Noticed Volumetric Water Rates**

| <b>WATER</b>                                     | <b>Current Monthly Rates</b> |          |
|--------------------------------------------------|------------------------------|----------|
| <b>Current Residential Allocations per Month</b> |                              | (\$/tcf) |
| Tier 1                                           | 0 - 40                       | \$0.387  |
| Tier 2                                           | 40 - 100                     | \$0.837  |
| Tier 3                                           | 100 - 200                    | \$1.356  |
| Tier 4                                           | 200 - 300                    | \$1.935  |
| Tier 5                                           | 300 - 400                    | \$2.653  |
| Tier 6                                           | 400 +                        | \$3.462  |

|                                          |                 | <b>10/29/2019</b>        |                          | <b>1/1/2020</b>          |                          | <b>1/1/2021</b>          |                          | <b>1/1/2022</b>          |                          | <b>1/1/2023</b>          |                          |
|------------------------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Proposed Volumetric Rates</b>         | <b>(\$/tcf)</b> | <b>Tier 1<br/>\$0.71</b> | <b>Tier 2<br/>\$1.36</b> | <b>Tier 1<br/>\$0.85</b> | <b>Tier 2<br/>\$1.51</b> | <b>Tier 1<br/>\$1.02</b> | <b>Tier 2<br/>\$1.69</b> | <b>Tier 1<br/>\$1.17</b> | <b>Tier 2<br/>\$1.87</b> | <b>Tier 1<br/>\$1.17</b> | <b>Tier 2<br/>\$1.89</b> |
| <b>Proposed Allocations per Month</b>    |                 | <b>Tier 1</b>            | <b>Tier 2</b>            | <b>Tier 1</b>            | <b>Tier 2</b>            | <b>Tier 1</b>            | <b>Tier 2</b>            | <b>Tier 1</b>            | <b>Tier 2</b>            | <b>Tier 1</b>            | <b>Tier 2</b>            |
| Single Family Residential (per dwelling) | (tcf)           | 0 to 57                  | 57 +                     | 0 to 49                  | 49 +                     | 0 to 49                  | 49 +                     | 0 to 49                  | 49 +                     | 0 to 37                  | 37 +                     |
| Multifamily #1 (per meter)               | (tcf)           | 0 to 9,547               | 9,547 +                  | 0 to 8,165               | 8,165 +                  | 0 to 8,165               | 8,165 +                  | 0 to 8,165               | 8,165 +                  | 0 to 6,182               | 6,182 +                  |
| Multifamily #2 (per meter)               | (tcf)           | 0 to 2,417               | 2,417 +                  | 0 to 2,067               | 2,067 +                  | 0 to 2,067               | 2,067 +                  | 0 to 2,067               | 2,067 +                  | 0 to 1,565               | 1,565 +                  |
| School #1 (per student)                  | (tcf)           | 0 to 6.682               | 6.682 +                  | 0 to 5.714               | 5.714 +                  | 0 to 5.714               | 5.714 +                  | 0 to 5.714               | 5.714 +                  | 0 to 4.327               | 4.327 +                  |
| School #2 (per student)                  | (tcf)           | 0 to 6.857               | 6.857 +                  | 0 to 5.864               | 5.864 +                  | 0 to 5.864               | 5.864 +                  | 0 to 5.864               | 5.864 +                  | 0 to 4.440               | 4.440 +                  |
| School #3 (per student)                  | (tcf)           | 0 to 6.264               | 6.264 +                  | 0 to 5.357               | 5.357 +                  | 0 to 5.357               | 5.357 +                  | 0 to 5.357               | 5.357 +                  | 0 to 4.056               | 4.056 +                  |
| Church #1 (per meter)                    | (tcf)           | 0 to 306                 | 306 +                    | 0 to 262                 | 262 +                    | 0 to 262                 | 262 +                    | 0 to 262                 | 262 +                    | 0 to 198                 | 198 +                    |
| Church #2 (per meter)                    | (tcf)           | 0 to 58                  | 58 +                     | 0 to 49                  | 49 +                     | 0 to 49                  | 49 +                     | 0 to 49                  | 49 +                     | 0 to 37                  | 37 +                     |
| Fire Department                          | (tcf)           | 0 to 57                  | 57 +                     | 0 to 49                  | 49 +                     | 0 to 49                  | 49 +                     | 0 to 49                  | 49 +                     | 0 to 37                  | 37 +                     |
| <b>Proposed Temporary Account Rates</b>  | <b>(\$/tcf)</b> | <b>\$1.36</b>            |                          | <b>\$1.51</b>            |                          | <b>\$1.69</b>            |                          | <b>\$1.87</b>            |                          | <b>\$1.89</b>            |                          |

tcf = 10 cubic feet or 74.8 gallons

1 - Source: City of Seaside

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**Table ES-3**  
**Water Volume Conversion Factors**

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**1 ccf** = 10 tcf = 100 cubic feet = 748 gallons = 7.5 cgl

**1 tcf** = 10 cubic feet = 74.8 gallons = 0.75 cgl

**1 cgl** = 100 gallons = 1.34 tcf

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**Table 1: Current Rates as of January 1, 2015**

Seaside Municipal Water System

Water Rate Study

| 2015 Monthly Meter Charges |              |                            |          |
|----------------------------|--------------|----------------------------|----------|
| Meter Size                 | Base Charges | Watermaster Fixed Expenses | Total    |
| 5/8"                       | \$15.32      | \$10.00                    | \$25.32  |
| 1"                         | \$15.32      | \$10.00                    | \$25.32  |
| 1.5"                       | \$72.20      | \$10.00                    | \$82.20  |
| 2"                         | \$119.20     | \$10.00                    | \$129.20 |
| 3"                         | \$215.21     | \$10.00                    | \$225.21 |

| Monthly Consumption Charges (\$/ccf) |        |         |                                  |        |         |
|--------------------------------------|--------|---------|----------------------------------|--------|---------|
| Residential                          |        |         | Parks (on a per acre basis)      |        |         |
| Consumption (ccf)                    | \$/tcf | \$/ccf  | Consumption (ccf)                | \$/tcf | \$/ccf  |
| 0 - 4                                | \$0.39 | \$3.87  | 0 - 4                            | \$0.57 | \$5.69  |
| 4 - 10                               | \$0.84 | \$8.37  | 4 - 10                           | \$0.84 | \$8.37  |
| 10 - 20                              | \$1.36 | \$13.56 | 10 - 20                          | \$1.36 | \$13.56 |
| 20 - 30                              | \$1.94 | \$19.35 | 20 - 30                          | \$1.94 | \$19.35 |
| 30 - 40                              | \$2.65 | \$26.53 | 30 - 40                          | \$2.65 | \$26.53 |
| 40 +                                 | \$3.46 | \$34.62 | 40 +                             | \$3.46 | \$34.62 |
| Multifamily (per dwelling)           |        |         | Schools (on a per student basis) |        |         |
| Consumption (ccf)                    | \$/tcf | \$/ccf  | Consumption (ccf)                | \$/tcf | \$/ccf  |
| 0 - 4                                | \$0.39 | \$3.87  | 1                                | \$0.57 | \$5.69  |
| 4 - 10                               | \$0.84 | \$8.37  | 1 - 3                            | \$0.84 | \$8.37  |
| 10 - 20                              | \$1.36 | \$13.56 | 3 - 4                            | \$1.36 | \$13.56 |
| 20 - 30                              | \$1.94 | \$19.35 | 4 - 5                            | \$1.94 | \$19.35 |
| 30 - 40                              | \$2.65 | \$26.53 | 5 - 6                            | \$2.65 | \$26.53 |
| 40 +                                 | \$3.46 | \$34.62 | 6 +                              | \$3.46 | \$34.62 |
| Church #1                            |        |         | Church #2                        |        |         |
| Consumption (ccf)                    | \$/tcf | \$/ccf  | Consumption (ccf)                | \$/tcf | \$/ccf  |
| 0 - 60                               | \$0.57 | \$5.69  | 0 - 14                           | \$0.57 | \$5.69  |
| 60 - 70                              | \$0.84 | \$8.37  | 14 - 24                          | \$0.84 | \$8.37  |
| 70 - 80                              | \$1.36 | \$13.56 | 24 - 34                          | \$1.36 | \$13.56 |
| 80 - 90                              | \$1.94 | \$19.35 | 34 - 44                          | \$1.94 | \$19.35 |
| 90 - 100                             | \$2.65 | \$26.53 | 44 - 54                          | \$2.65 | \$26.53 |
| 100 +                                | \$3.46 | \$34.62 | 54 +                             | \$3.46 | \$34.62 |

ccf = 100 cubic feet or 748 gallons

tcf = 74.8 gallons

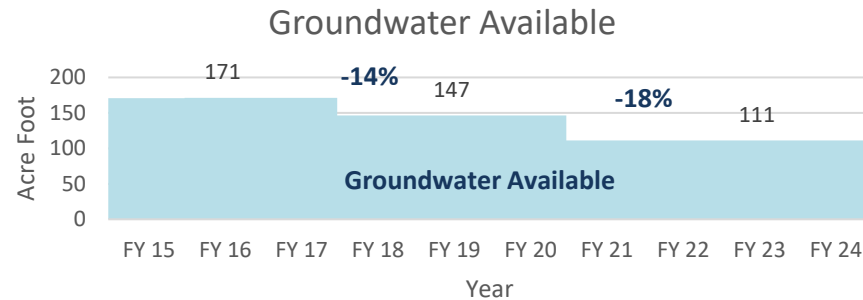
## Table 2: Watermaster Natural Safe Yield Analysis

Seaside Municipal Water System  
Water Rate Study

|                                    | Projected<br>FYE 2018 | Projected<br>FYE 2019 | Projected<br>FYE 2020 | Projected<br>FYE 2021 | Projected<br>FYE 2022 | Projected<br>FYE 2023 | Projected<br>FYE 2024 |
|------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Estimated Usage (Acre Feet)</b> |                       |                       |                       |                       |                       |                       |                       |
| Natural Safe Yield (NSY)           | 147                   | 147                   | 147                   | 111                   | 111                   | 111                   | 111                   |
| Exceeding Natural Safe Yield       | 0                     | 0                     | 0                     | 0                     | 0                     | 0                     | 0                     |
| Over Draft                         | 43                    | 43                    | 43                    | 70                    | 70                    | 70                    | 70                    |
| Total Production                   | 190                   | 190                   | 190                   | 181                   | 181                   | 181                   | 181                   |

### Estimated Costs

|                                      |           |           |           |           |           |           |           |
|--------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Natural Safe Yield (NSY) - Acre Feet | 147       | 147       | 147       | 111       | 111       | 111       | 111       |
| Unit cost                            | \$0       | \$0       | \$0       | \$0       | \$0       | \$0       | \$0       |
| Exceeding NSY - Acre Feet            | 43        | 43        | 43        | 70        | 70        | 70        | 70        |
| Unit Cost [1]                        | \$2,872   | \$2,958   | \$3,047   | \$3,138   | \$3,232   | \$3,329   | \$3,429   |
| Total Replenishment Assessment       | \$123,496 | \$127,201 | \$131,017 | \$219,682 | \$226,272 | \$233,060 | \$240,052 |



All water production units in Acre-Feet  
NSY = Natural Safe Yield

1 - FY 2018 actual provided by Watermaster, 3% estimated cost escalation thereafter



### Table 3: Water Budgets

Seaside Municipal Water System  
Water Rate Study

|                             |              |                             | FYE 2017 | FYE 2018 | FYE 2019 | FYE 2020 | FYE 2021 | FYE 2022 | FYE 2023 | FYE 2024 |
|-----------------------------|--------------|-----------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
|                             |              |                             | Tier 1   | Tier 1   | Tier 1   | Tier 1   | Tier 1   | Tier 1   | Tier 1   | Tier 1   |
| Annual Tier Allocation (AF) |              |                             | 171      | 147      | 147      | 147      | 111      | 111      | 111      | 111      |
| Per Month Allocation (tcf)  |              |                             | 62,226   | 53,216   | 53,216   | 53,216   | 40,296   | 40,296   | 40,296   | 40,296   |
|                             |              |                             |          | (tcf/mo) | (tcf/mo) | (tcf/mo) | (tcf/mo) | (tcf/mo) | (tcf/mo) | (tcf/mo) |
| <u>Residential</u>          | <u>Units</u> | <u>Monthly Water Budget</u> |          |          |          |          |          |          |          |          |
| Single-Family Residential   | 752          | Per Dwelling                | 57       | 49       | 49       | 49       | 37       | 37       | 37       | 37       |
| Multi-Family #1             | 1            | Per Meter                   | 9,547    | 8,165    | 8,165    | 8,165    | 6,182    | 6,182    | 6,182    | 6,182    |
| Multi-Family #2             | 1            | Per Meter                   | 2,417    | 2,067    | 2,067    | 2,067    | 1,565    | 1,565    | 1,565    | 1,565    |
| <u>Schools</u>              |              |                             |          |          |          |          |          |          |          |          |
| School #1                   | 571          | Per Student                 | 6.682    | 5.714    | 5.714    | 5.714    | 4.327    | 4.327    | 4.327    | 4.327    |
| School #2                   | 208          | Per Student                 | 6.857    | 5.864    | 5.864    | 5.864    | 4.440    | 4.440    | 4.440    | 4.440    |
| School #3                   | 225          | Per Student                 | 6.264    | 5.357    | 5.357    | 5.357    | 4.056    | 4.056    | 4.056    | 4.056    |
| <u>Churches</u>             |              |                             |          |          |          |          |          |          |          |          |
| Church - #1                 | 1            | Per Meter                   | 306      | 262      | 262      | 262      | 198      | 198      | 198      | 198      |
| Church #2                   | 1            | Per Meter                   | 58       | 49       | 49       | 49       | 37       | 37       | 37       | 37       |
| <u>Other</u>                |              |                             |          |          |          |          |          |          |          |          |
| Fire Department             | 1            | Per Station                 | 57       | 49       | 49       | 49       | 37       | 37       | 37       | 37       |

tcf = ten cubic feet = 74.8 gallons

## Table 4: Consumption - FYE 2015

Seaside Municipal Water System  
Water Rate Study

| Meter Size         | Tier 1         | Tier 2         | Tier 3        | Tier 4       | Tier 5     | Tier 6     | Total by Meter |  |
|--------------------|----------------|----------------|---------------|--------------|------------|------------|----------------|--|
|                    |                |                |               |              |            |            | Size           |  |
| 3/4" or below      | 29,894         | 15,731         | 2,788         | 143          | 32         | 37         | 48,625         |  |
| 1"                 | 981            | 730            | 170           | 3            | 0          | 0          | 1,884          |  |
| 1.5"               | 48             | 72             | 101           | 11           | 0          | 0          | 232            |  |
| 2"                 | 520            | 27             | 20            | 20           | 14         | 8          | 609            |  |
| 3"                 | 19,764         | 6,310          | 6             | 0            | 0          | 0          | 26,080         |  |
| <b>Total (ccf)</b> | <b>51,207</b>  | <b>22,870</b>  | <b>3,085</b>  | <b>177</b>   | <b>46</b>  | <b>45</b>  | <b>77,430</b>  |  |
| <i>Total (tcf)</i> | <i>512,070</i> | <i>228,700</i> | <i>30,850</i> | <i>1,770</i> | <i>460</i> | <i>450</i> | <i>774,300</i> |  |

| Class              | Tier 1         | Tier 2         | Tier 3        | Tier 4       | Tier 5     | Tier 6     | Total By Class | Variable Revenue |
|--------------------|----------------|----------------|---------------|--------------|------------|------------|----------------|------------------|
| Residential        | 30,689         | 16,404         | 2,958         | 146          | 32         | 37         | 50,266         | \$301,133        |
| Apartment          | 12,362         | 3,830          | 0             | 0            | 0          | 0          | 16,192         | \$79,898         |
| Church             | 688            | 84             | 20            | 20           | 14         | 8          | 834            | \$7,104          |
| Fire Department    | 48             | 72             | 101           | 11           | 0          | 0          | 232            | \$2,458          |
| School             | 7,402          | 2,480          | 6             | 0            | 0          | 0          | 9,888          | \$62,956         |
| Parks              | 18             | 0              | 0             | 0            | 0          | 0          | 18             | \$102            |
| <b>Total (ccf)</b> | <b>51,207</b>  | <b>22,870</b>  | <b>3,085</b>  | <b>177</b>   | <b>46</b>  | <b>45</b>  | <b>77,430</b>  | <b>\$453,653</b> |
| <i>Total (tcf)</i> | <i>512,070</i> | <i>228,700</i> | <i>30,850</i> | <i>1,770</i> | <i>460</i> | <i>450</i> | <i>774,300</i> |                  |

Source: City of Seaside Consumption Data FY2014/2015

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**Table 5: Meters by Class and Size - FY 2019**

Seaside Municipal Water System

Water Rate Study

|              | Residential | Fire Department | School   | Apartment | Parks    | Church   | Total    |
|--------------|-------------|-----------------|----------|-----------|----------|----------|----------|
| 3/4" or less | 729         | 0               | 0        | 0         | 7        | 1        | 737      |
| 1"           | 23          | 0               | 0        | 0         | 3        | 0        | 26       |
| 1.5"         | 0           | 1               | 0        | 0         | 0        | 0        | 1        |
| 2"           | 0           | 0               | 0        | 0         | 0        | 1        | 1        |
| 3"           | 0           | 0               | 0        | 1         | 0        | 0        | 1        |
| 4"           | 0           | 0               | 0        | 0         | 0        | 0        | 0        |
| 6"           | <u>0</u>    | <u>0</u>        | <u>3</u> | <u>1</u>  | <u>2</u> | <u>0</u> | <u>6</u> |
|              | 752         | 1               | 3        | 2         | 12       | 2        | 772      |

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Source: City of Seaside, by email March 2019

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**Table 6: Estimated Revenue**Seaside Municipal Water System  
Water Rate Study

| Class / Meter Size                                | No. of Meters | Fixed Monthly Rate [1] | Fixed            | Variable         | Total            |
|---------------------------------------------------|---------------|------------------------|------------------|------------------|------------------|
| Residential                                       |               |                        |                  |                  |                  |
| 3/4" or less                                      | 729           | \$25.32                | \$221,499        | \$291,923        | \$513,423        |
| 1"                                                | 23            | \$25.32                | \$6,988          | \$9,210          | \$16,199         |
| Fire Department                                   |               |                        |                  |                  |                  |
| 1.5"                                              | 1             | \$82.20                | \$986            | \$2,371          | \$3,357          |
| School                                            |               |                        |                  |                  |                  |
| 6" [2]                                            | 3             | \$225.21               | \$8,108          | \$62,956         | \$71,064         |
| Church                                            |               |                        |                  |                  |                  |
| 3/4" or less                                      | 1             | \$25.32                | \$304            | \$1,433          | \$1,737          |
| 2"                                                | 1             | \$129.20               | \$1,550          | \$5,671          | \$7,222          |
| Apartment                                         |               |                        |                  |                  |                  |
| 3"                                                | 1             | \$225.21               | \$2,703          | \$39,949         | \$42,652         |
| 6" [2]                                            | 1             | \$225.21               | \$2,703          | \$39,949         | \$42,652         |
|                                                   | <b>760</b>    |                        |                  |                  |                  |
| <b>Total estimated FY2019 Service Revenue [3]</b> |               |                        | <b>\$244,841</b> | <b>\$453,463</b> | <b>\$698,304</b> |
|                                                   |               |                        | 35%              | 65%              |                  |

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[1] Fixed Monthly Rate includes Watermaster Fixed Expenses charge (from Table 3)

[2] No current rate for 6" meter

[2] Does not include MPWMD surcharge or utility tax revenue

**Table 7: Budgeted and Projected O&M Expenses**Seaside Municipal Water System  
Water Rate Study

|                                | % Fixed | % Variable | Current<br>FY 2019 | Escalation % | FY 2020          | FY 2021          | FY 2022          | FY 2023          | FY 2024            |
|--------------------------------|---------|------------|--------------------|--------------|------------------|------------------|------------------|------------------|--------------------|
| Salaries                       | 50%     | 50%        | \$75,853           | 3%           | \$78,129         | \$80,472         | \$82,887         | \$85,373         | \$87,934           |
| Overtime                       | 50%     | 50%        | \$200              | 3%           | \$206            | \$212            | \$219            | \$225            | \$232              |
| Workers Compensation           | 40%     | 60%        | \$306              | 3%           | \$315            | \$325            | \$334            | \$344            | \$355              |
| Managment Leave Payoff         | 40%     | 60%        | \$200              | 3%           | \$206            | \$212            | \$219            | \$225            | \$232              |
| Vacation/Comp Time Payoff      | 40%     | 60%        | \$1,000            | 3%           | \$1,030          | \$1,061          | \$1,093          | \$1,126          | \$1,159            |
| Deferred Compensation          | 40%     | 60%        | \$240              | 3%           | \$247            | \$255            | \$262            | \$270            | \$278              |
| Pers Pension Ob Bond           | 40%     | 60%        | \$399              | 3%           | \$411            | \$423            | \$436            | \$449            | \$463              |
| Pers Pension                   | 40%     | 60%        | \$19,177           | 3%           | \$19,752         | \$20,345         | \$20,955         | \$21,584         | \$22,231           |
| Pars Pension                   | 40%     | 60%        | \$993              | 3%           | \$1,023          | \$1,053          | \$1,085          | \$1,118          | \$1,151            |
| Medical Insurance              | 40%     | 60%        | \$16,233           | 3%           | \$16,720         | \$17,222         | \$17,738         | \$18,270         | \$18,818           |
| Dental Insurance-Guardian      | 40%     | 60%        | \$1,232            | 3%           | \$1,269          | \$1,307          | \$1,346          | \$1,387          | \$1,428            |
| Vision Insurance               | 40%     | 60%        | \$125              | 3%           | \$129            | \$133            | \$137            | \$141            | \$145              |
| LTD                            | 40%     | 60%        | \$329              | 3%           | \$339            | \$349            | \$360            | \$370            | \$381              |
| Life Insurance                 | 40%     | 60%        | \$393              | 3%           | \$405            | \$417            | \$429            | \$442            | \$456              |
| Medicare Tax                   | 40%     | 60%        | \$1,100            | 3%           | \$1,133          | \$1,167          | \$1,202          | \$1,238          | \$1,275            |
| Legal Costs                    | 40%     | 60%        | \$20,000           | 3%           | \$20,600         | \$21,218         | \$21,855         | \$22,510         | \$23,185           |
| Training & Education           | 40%     | 60%        | \$1,500            | 3%           | \$1,545          | \$1,591          | \$1,639          | \$1,688          | \$1,739            |
| Fitness Program                | 40%     | 60%        | \$54               | 3%           | \$56             | \$57             | \$59             | \$61             | \$63               |
| State And Agency Fees          | 40%     | 60%        | \$5,000            | 3%           | \$5,150          | \$5,305          | \$5,464          | \$5,628          | \$5,796            |
| Outside Printing Service       | 40%     | 60%        | \$7,000            | 3%           | \$7,210          | \$7,426          | \$7,649          | \$7,879          | \$8,115            |
| Lockbox Service                | 40%     | 60%        | \$10,000           | 3%           | \$10,300         | \$10,609         | \$10,927         | \$11,255         | \$11,593           |
| Contract Services              | 40%     | 60%        | \$8,000            | 3%           | \$8,240          | \$8,487          | \$8,742          | \$9,004          | \$9,274            |
| Stationary Supplies            | 40%     | 60%        | \$2,000            | 3%           | \$2,060          | \$2,122          | \$2,185          | \$2,251          | \$2,319            |
| Department Consumables         | 40%     | 60%        | \$1,000            | 3%           | \$1,030          | \$1,061          | \$1,093          | \$1,126          | \$1,159            |
| Safety Equipment               | 10%     | 90%        | \$2,000            | 3%           | \$2,060          | \$2,122          | \$2,185          | \$2,251          | \$2,319            |
| Meetings & Travel              | 40%     | 60%        | \$1,000            | 3%           | \$1,030          | \$1,061          | \$1,093          | \$1,126          | \$1,159            |
| Dues & Membership              | 40%     | 60%        | \$0                | 3%           | \$0              | \$0              | \$0              | \$0              | \$0                |
| Books & Periodicals            | 40%     | 60%        | \$200              | 3%           | \$206            | \$212            | \$219            | \$225            | \$232              |
| Postage                        | 40%     | 60%        | \$0                | 3%           | \$0              | \$0              | \$0              | \$0              | \$0                |
| Water Rebates                  | 0%      | 100%       | \$5,000            | 3%           | \$5,150          | \$5,305          | \$5,464          | \$5,628          | \$5,796            |
| Vehicle Maintenance            | 40%     | 60%        | \$9,500            | 3%           | \$9,785          | \$10,079         | \$10,381         | \$10,692         | \$11,013           |
| Liability Insurance            | 40%     | 60%        | \$6,000            | 3%           | \$6,180          | \$6,365          | \$6,556          | \$6,753          | \$6,956            |
| Computer System                | 40%     | 60%        | \$19,400           | 3%           | \$19,982         | \$20,581         | \$21,199         | \$21,835         | \$22,490           |
| Central Service Charges        | 30%     | 70%        | \$180,455          | 3%           | \$185,869        | \$191,445        | \$197,188        | \$203,104        | \$209,197          |
| Bad Debt - Write Off           | 40%     | 60%        | \$0                | 3%           | \$0              | \$0              | \$0              | \$0              | \$0                |
| Salaries                       | 50%     | 50%        | \$140,045          | 3%           | \$144,246        | \$148,574        | \$153,031        | \$157,622        | \$162,351          |
| Overtime                       | 50%     | 50%        | \$13,000           | 3%           | \$13,390         | \$13,792         | \$14,205         | \$14,632         | \$15,071           |
| Workers Compensation           | 40%     | 60%        | \$10,096           | 3%           | \$10,399         | \$10,711         | \$11,032         | \$11,363         | \$11,704           |
| Managment Leave Payoff         | 40%     | 60%        | \$500              | 3%           | \$515            | \$530            | \$546            | \$563            | \$580              |
| Vacation/Comp Time Payoff      | 40%     | 60%        | \$2,000            | 3%           | \$2,060          | \$2,122          | \$2,185          | \$2,251          | \$2,319            |
| Deferred Compensation          | 40%     | 60%        | \$1,200            | 3%           | \$1,236          | \$1,273          | \$1,311          | \$1,351          | \$1,391            |
| Pers Pension Ob Bond           | 40%     | 60%        | \$1,309            | 3%           | \$1,348          | \$1,389          | \$1,430          | \$1,473          | \$1,517            |
| Pers Pension                   | 40%     | 60%        | \$35,437           | 3%           | \$36,500         | \$37,595         | \$38,723         | \$39,885         | \$41,081           |
| Pars Pension                   | 40%     | 60%        | \$0                | 3%           | \$0              | \$0              | \$0              | \$0              | \$0                |
| Liuna Pension                  | 40%     | 60%        | \$0                | 3%           | \$0              | \$0              | \$0              | \$0              | \$0                |
| Medical Insurance              | 40%     | 60%        | \$29,845           | 3%           | \$30,740         | \$31,663         | \$32,612         | \$33,591         | \$34,599           |
| Dental Insurance               | 40%     | 60%        | \$2,112            | 3%           | \$2,175          | \$2,241          | \$2,308          | \$2,377          | \$2,448            |
| Vision Insurance               | 40%     | 60%        | \$218              | 3%           | \$225            | \$231            | \$238            | \$245            | \$253              |
| LTD                            | 40%     | 60%        | \$284              | 3%           | \$293            | \$301            | \$310            | \$320            | \$329              |
| Life Insurance                 | 40%     | 60%        | \$210              | 3%           | \$216            | \$223            | \$229            | \$236            | \$243              |
| Medicare Tax                   | 40%     | 60%        | \$2,031            | 3%           | \$2,092          | \$2,155          | \$2,219          | \$2,286          | \$2,354            |
| Consultant                     | 40%     | 60%        | \$3,000            | 3%           | \$3,090          | \$3,183          | \$3,278          | \$3,377          | \$3,478            |
| Fitness Program                | 40%     | 60%        | \$0                | 3%           | \$0              | \$0              | \$0              | \$0              | \$0                |
| Uniform Service/Laundry        | 40%     | 60%        | \$2,000            | 3%           | \$2,060          | \$2,122          | \$2,185          | \$2,251          | \$2,319            |
| Water Sampling                 | 10%     | 90%        | \$10,000           | 3%           | \$10,300         | \$10,609         | \$10,927         | \$11,255         | \$11,593           |
| Subcontracted Work             | 50%     | 50%        | \$20,000           | 3%           | \$20,600         | \$21,218         | \$21,855         | \$22,510         | \$23,185           |
| Department Consumables         | 40%     | 60%        | \$15,000           | 3%           | \$15,450         | \$15,914         | \$16,391         | \$16,883         | \$17,389           |
| Tools                          | 10%     | 90%        | \$1,000            | 3%           | \$1,030          | \$1,061          | \$1,093          | \$1,126          | \$1,159            |
| Gas & Electric                 | 10%     | 90%        | \$60,000           | 3%           | \$61,800         | \$63,654         | \$65,564         | \$67,531         | \$69,556           |
| Department Equipment           | 10%     | 90%        | \$114,000          | 3%           | \$117,420        | \$120,943        | \$124,571        | \$128,308        | \$132,157          |
| Payment On Principal           | 40%     | 60%        | \$4,944            | 3%           | \$5,092          | \$5,245          | \$5,402          | \$5,565          | \$5,731            |
| Interest Expense               | 40%     | 60%        | \$480              | 3%           | \$494            | \$509            | \$525            | \$540            | \$556              |
| Watermaster Fixed Expenses [1] | 100%    | 0%         | \$18,572           | 3%           | \$19,130         | \$19,704         | \$20,295         | \$20,903         | \$21,531           |
| <b>Total All Expenses</b>      |         |            | <b>\$883,172</b>   |              | <b>\$909,668</b> | <b>\$936,958</b> | <b>\$965,066</b> | <b>\$994,018</b> | <b>\$1,023,839</b> |
| Total Fixed Costs [2]          | 35%     |            | \$313,177          |              | \$322,572        | \$332,249        | \$342,217        | \$352,483        | \$363,058          |
| Total Variable Costs [2]       | 65%     |            | \$569,996          |              | \$587,096        | \$604,708        | \$622,850        | \$641,535        | \$660,781          |

1 - Source: supplementary documents provided by City of Seaside

**Table 8: Capital Improvement Projects - Funding Scenarios as of May 2019**

Seaside Municipal Water System

Water Rate Study

|                               | FY 2019          | FY 2020            | FY 2021            | FY 2022          | FY 2023          | FY 2024          | Out Years [1]    | Project Total      |
|-------------------------------|------------------|--------------------|--------------------|------------------|------------------|------------------|------------------|--------------------|
| Water Security Upgrades       | \$0              | \$90,000           | \$300,000          | \$0              | \$0              | \$0              | \$0              | \$390,000          |
| Well Replacement              | \$0              | \$350,000          | \$1,000,000        | \$600,000        | \$0              | \$0              | \$0              | \$1,950,000        |
| Master Plan / Rate Study      | \$0              | \$170,000          | \$150,000          | \$50,000         | \$20,000         | \$0              | \$0              | \$390,000          |
| Tank Improvements Project     | \$0              | \$440,000          | \$0                | \$20,000         | \$0              | \$740,000        | \$0              | \$1,200,000        |
| Alternative Water Source      | \$0              | \$80,000           | \$10,000           | \$30,000         | \$90,000         | \$100,000        | \$800,000        | \$1,110,000        |
| Arc Flash Hazard Mitigation   | \$0              | \$30,000           | \$90,000           | \$0              | \$0              | \$0              | \$0              | \$120,000          |
| <u>Capital Improvements</u>   | <u>\$130,000</u> | <u>\$0</u>         | <u>\$0</u>         | <u>\$50,000</u>  | <u>\$100,000</u> | <u>\$50,000</u>  | <u>\$100,000</u> | <u>\$430,000</u>   |
| <b>Total CIP Improvements</b> | <b>\$130,000</b> | <b>\$1,160,000</b> | <b>\$1,550,000</b> | <b>\$750,000</b> | <b>\$210,000</b> | <b>\$890,000</b> | <b>\$900,000</b> | <b>\$5,590,000</b> |

Source: Water CIP 2019, revised by Rick Reidl via email 5/6/2019

[1] Assumed to be spread out over three years, FY 2025 - FY 2027

## Table 9: Long Term Debt

Seaside Municipal Water System  
Water Rate Study

|                                | FYE 2019      | FYE 2020      | FYE 2021      | FYE 2022      | FYE 2023      | FYE 2024      |
|--------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| <b>Current Debt</b>            |               |               |               |               |               |               |
| Internal Pension Liability [1] | 17,500        | 17,500        | 17,500        | 17,500        | 17,500        | 17,500        |
| <b>Total Current Debt</b>      | <b>17,500</b> | <b>17,500</b> | <b>17,500</b> | <b>17,500</b> | <b>17,500</b> | <b>17,500</b> |

### Proposed Debt for Capital Funding FY 2020 and FY 2023

|                                               | #1 FY 2020         | #2 FY 2023         |
|-----------------------------------------------|--------------------|--------------------|
|                                               | 20-yr Bond         | 20-yr Bond         |
| <b>Total Debt Issue Size</b>                  | <b>\$3,400,000</b> | <b>\$1,300,000</b> |
| <b>Proceeds For Construction</b>              | <b>\$3,200,500</b> | <b>\$1,121,500</b> |
| Financial Advisor                             | \$50,000           | \$50,000           |
| Bond Counsel                                  | 50,000             | 50,000             |
| Placement Agent Fee                           | 0                  | 0                  |
| Disclosure Counsel                            | 25,000             | 25,000             |
| Printing                                      | 2,000              | 2,000              |
| Escrow Agent                                  |                    |                    |
| Trustee                                       | 3,500              | 3,500              |
| Ratings                                       | 25,000             | 25,000             |
| Misc/computer/legal review                    | 10,000             | 10,000             |
| <b>Total Costs of Issuance</b>                | <b>165,500</b>     | <b>165,500</b>     |
| Underwriter's Discount (%)                    | 1.00%              | 1.00%              |
| Underwriter's Discount/Bank Fee (\$)          | 34,000             | 13,000             |
| <b>Total All Costs</b>                        | <b>199,500</b>     | <b>178,500</b>     |
| Principal Maturities                          | 20                 | 20                 |
| <b>Assumed Avg Interest Rate</b>              | <b>4.0%</b>        | <b>4.0%</b>        |
| Average Interest Payment                      | 136,000            | 52,000             |
| Average Annual Principal Payment              | 114,178            | 43,656             |
| <b>Total Average Annual Payment</b>           | <b>\$250,175</b>   | <b>\$95,656</b>    |
| Total of All Payments                         | 5,003,499          | 1,913,126          |
| Present Value of Payments <sup>1</sup>        | 3,400,000          | 1,300,000          |
| [1] Discounted at assumed borrowing rate.     |                    |                    |
| <b>Total Costs as % of Issue</b>              | <b>5.9%</b>        | <b>13.7%</b>       |
| Total Payments                                | 5,003,499          | 1,913,066          |
| <b>Debt Service Factor (\$/\$1M proceeds)</b> | <b>\$78,167</b>    | <b>\$85,293</b>    |

|                             | FY2019        | FY2020        | FY2021         | FY2022         | FY2023         | FY2024         |
|-----------------------------|---------------|---------------|----------------|----------------|----------------|----------------|
| <b>Total Debt Service</b>   |               |               |                |                |                |                |
| Current Debt Service [1]    | 17,500        | 17,500        | 17,500         | 17,500         | 17,500         | 17,500         |
| Proposed Debt Payments [2]  | <u>0</u>      | <u>0</u>      | <u>136,000</u> | <u>250,175</u> | <u>250,175</u> | <u>302,175</u> |
| <b>Total Long Term Debt</b> | <b>17,500</b> | <b>17,500</b> | <b>153,500</b> | <b>267,675</b> | <b>267,675</b> | <b>319,675</b> |

[1] Net Pension Liability, \$263,774, 15 year payoff

[2] Two 20 Year Bonds - Placeholder Assumption

Receive proceeds for construction in FY2020 and FY 2023, debt service begins following year. Interest only payment in first year

**Table 10: Operating Cash Flow**

Seaside Municipal Water System  
Water Rate Study

|                                           | FY 2019          | FY 2020            |          | FY 2021            | FY 2022            | FY 2023            | FY 2024            |                    |
|-------------------------------------------|------------------|--------------------|----------|--------------------|--------------------|--------------------|--------------------|--------------------|
| <b>Overall Rate Increase</b>              |                  | <b>25%</b>         | <b>+</b> | <b>20%</b>         | <b>20%</b>         | <b>15%</b>         | <b>0%</b>          | <b>0%</b>          |
| <b>Effective Date</b>                     |                  | <b>10/29/2019</b>  |          | <b>1/1/2020</b>    | <b>1/1/2021</b>    | <b>1/1/2022</b>    | <b>1/1/2023</b>    | <b>1/1/2024</b>    |
| <b>Beginning Balance [2]</b>              |                  | <b>\$700,424</b>   |          | <b>\$2,741,424</b> | <b>\$1,312,924</b> | <b>\$747,249</b>   | <b>\$1,911,074</b> |                    |
| Operating Revenues                        |                  | add'l revenue      |          |                    |                    |                    |                    |                    |
| Base Charge                               | \$244,841        | \$133,000          | +        | \$184,000          | \$416,000          | \$488,000          | \$522,000          | \$522,000          |
| Variable Charge                           | \$453,463        | \$246,000          | +        | \$340,000          | \$771,000          | \$904,000          | \$967,000          | \$967,000          |
| All other operating revenue [3]           | \$25,000         | \$25,000           |          |                    | \$25,000           | \$25,000           | \$25,000           | \$25,000           |
| <b>Total Operating Revenue</b>            | <b>\$723,304</b> | <b>\$404,000</b>   |          | <b>\$524,000</b>   | <b>\$1,212,000</b> | <b>\$1,417,000</b> | <b>\$1,514,000</b> | <b>\$1,514,000</b> |
|                                           |                  | <b>\$928,000</b>   |          |                    |                    |                    |                    |                    |
| Non-operating Revenue                     |                  |                    |          |                    |                    |                    |                    |                    |
| Proposed Debt - Proceeds for Construction | \$0              | \$3,200,500        |          | \$0                | \$0                | \$1,121,500        |                    | \$0                |
| <b>Total Non-operating Revenue</b>        | <b>\$0</b>       | <b>\$3,200,500</b> |          | <b>\$0</b>         | <b>\$0</b>         | <b>\$1,121,500</b> |                    | <b>\$0</b>         |
| <b>Total Operating Expenses</b>           | <b>\$883,000</b> | <b>\$910,000</b>   |          | <b>\$937,000</b>   | <b>\$965,000</b>   | <b>\$994,000</b>   | <b>\$1,024,000</b> |                    |
| Long Term Debt & Pensions                 |                  |                    |          |                    |                    |                    |                    |                    |
| Internal Pension Liability                | \$17,500         | \$17,500           |          | \$17,500           | \$17,500           | \$17,500           | \$17,500           | \$17,500           |
| Proposed Loan                             | \$0              | \$0                |          | \$136,000          | \$250,175          | \$250,175          | \$302,175          | \$302,175          |
| <b>Total Long Term Debt</b>               | <b>\$17,500</b>  | <b>\$17,500</b>    |          | <b>\$153,500</b>   | <b>\$267,675</b>   | <b>\$267,675</b>   | <b>\$319,675</b>   |                    |
| Capital Projects                          | \$130,000        | \$1,160,000        |          | \$1,550,000        | \$750,000          | \$210,000          | \$890,000          |                    |
| <b>Ending Balance</b>                     |                  | <b>\$2,741,424</b> |          | <b>\$1,312,924</b> | <b>\$747,249</b>   | <b>\$1,911,074</b> | <b>\$1,191,399</b> |                    |
| Minimum Fund Balance Target [4]           |                  | \$317,800          |          | \$462,710          | \$586,125          | \$595,695          | \$657,595          |                    |
| Reserve Target Met?                       |                  | yes                |          | yes                | yes                | yes                | yes                |                    |
| Debt Service Coverage - Proposed Debt     |                  |                    |          | 2.02               | 1.81               | 2.08               | 1.62               |                    |

[1] Current Variable Rate Varies due to tiered rate structure

[2] Estimated fund balance as of June 30, 2019 from City of Seaside

[3] Includes interest income, late fees, and penalties

[4] 33% of operating expenses plus debt service



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**Table 11: Meter Equivalents**

Seaside Municipal Water System

Water Rate Study

| Meter Size   | # Meters | Max Flow Rate (GPM) | Flow Ratio | 3/4" or less Meter Equivalents |
|--------------|----------|---------------------|------------|--------------------------------|
| 3/4" or less | 737      | 30                  | 1          | 737                            |
| 1" or less   | 26       | 50                  | 1.7        | 43                             |
| 1.5"         | 1        | 100                 | 3.3        | 3                              |
| 2"           | 1        | 160                 | 5.3        | 5                              |
| 3"           | 1        | 300                 | 10.0       | 10                             |
| 4"           | 0        | 500                 | 16.7       | 0                              |
| 6"           | 6        | 1000                | 33.3       | 200                            |
| <b>Total</b> |          |                     |            | <b>999</b>                     |

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[1] American Water Works Association Standards, Manual M22, 2nd edition, 2004, page 62.

[2] Flow Ratio equal to 1" or less equivalent

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**Table 12: Fixed Meter Rate Calculation**

Seaside Municipal Water System  
Water Rate Study

|                                  |           |
|----------------------------------|-----------|
| Fixed Revenue Current Rates*     | \$252,186 |
| Meter Equivalent Units           | 999       |
| Current \$/Meter Equivalent Unit | \$21.04   |

**Fixed Rate Revenue**

| Effective Date                            | 10/29/2019 | 1/1/2020  | 1/1/2021  | 1/1/2022  | 1/1/2023  |
|-------------------------------------------|------------|-----------|-----------|-----------|-----------|
| Rate Revenue Increase - Table 10a         | 25%        | 20%       | 20%       | 15%       | 0%        |
| Fixed Revenue Requirement [1]             | \$315,233  | \$378,279 | \$453,935 | \$522,025 | \$522,025 |
| Meter Equivalent Units (3/4" or less) [2] | 999        | 999       | 999       | 999       | 999       |

**Fixed Rate Calculation**

|          |          |          |          |          |          |
|----------|----------|----------|----------|----------|----------|
| Annually | \$315.55 | \$378.66 | \$454.39 | \$522.55 | \$522.55 |
| Monthly  | \$26.30  | \$31.55  | \$37.87  | \$43.55  | \$43.55  |

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\* Includes 3% delinquency factor

[1] Full year of fixed rate revenue with proposed increase

[2] From table 11

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**Table 13: Proposed Volumetric Rate Structure Calculation**

Seaside Municipal Water System  
Water Rate Study

|                                   |           |
|-----------------------------------|-----------|
| Volumetric Revenue Current Rates* | \$467,067 |
| Water Consumption (tcf)           | 827,696   |
| Current \$/tcf consumption        | \$0.56    |

**Volumetric Rate Revenue**

| Effective Date                    | 10/29/2019 | 1/1/2020  | 1/1/2021  | 1/1/2022  | 1/1/2023  |
|-----------------------------------|------------|-----------|-----------|-----------|-----------|
| Rate Revenue Increase - Table 10a | 25%        | 20%       | 20%       | 15%       | 0%        |
| Variable Revenue Requirement [1]  | \$583,833  | \$700,600 | \$840,720 | \$966,828 | \$966,828 |

**Tier 1 Rate Calculation**

|                               |               |               |               |               |               |
|-------------------------------|---------------|---------------|---------------|---------------|---------------|
| Tier 1 Variable Rate (\$/tcf) | <b>\$0.71</b> | <b>\$0.85</b> | <b>\$1.02</b> | <b>\$1.17</b> | <b>\$1.17</b> |
|-------------------------------|---------------|---------------|---------------|---------------|---------------|

**Tier 2 Rate Calculation**

|                                                 |         |         |         |         |         |
|-------------------------------------------------|---------|---------|---------|---------|---------|
| Exceeding NSY Assessment (\$/AF) - Actual       | \$3,047 | \$3,138 | \$3,232 | \$3,329 | \$3,429 |
| Exceeding NSY Assessment (\$/AF) - Adjusted [2] | \$2,872 | \$2,872 | \$2,958 | \$3,047 | \$3,138 |

|                                                           |               |               |               |               |               |
|-----------------------------------------------------------|---------------|---------------|---------------|---------------|---------------|
| Exceeding NSY Assessment (\$/AF) - Actual                 | \$0.70        | \$0.72        | \$0.74        | \$0.76        | \$0.79        |
| Exceeding NSY Assessment (\$/tcf)                         | \$0.66        | \$0.66        | \$0.68        | \$0.70        | \$0.72        |
| <b>Tier 1 Variable Rate (\$/tcf)</b>                      | <b>\$0.71</b> | <b>\$0.85</b> | <b>\$1.02</b> | <b>\$1.17</b> | <b>\$1.17</b> |
| Total Tier 2 Variable Rate (\$/tcf) - Actual              | \$1.40        | \$1.57        | \$1.76        | \$1.93        | \$1.96        |
| <b>Total Tier 2 Variable Rate (\$/tcf) - Adjusted [2]</b> | <b>\$1.36</b> | <b>\$1.51</b> | <b>\$1.69</b> | <b>\$1.87</b> | <b>\$1.89</b> |

|                               |         |         |         |         |         |
|-------------------------------|---------|---------|---------|---------|---------|
| Total Annual Allocation (tcf) | 827,696 | 827,696 | 827,696 | 827,696 | 827,696 |
|-------------------------------|---------|---------|---------|---------|---------|

---

\* Includes 3% revenue buffer

AF = Acre feet

tcf = 10 cubic feet or 74.8 gallons

[1] Full year of variable rate revenue with proposed increase

[2] Schedule of assessment costs delayed for a more gradual ramp up of rates

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**Table 14: Sample Monthly Bills (Based on Noticed Rates)**

Seaside Municipal Water System

Water Rate Study

|                                       | Water Use<br>tcf |                                    | Current           | 10/29/2019        | 1/1/2020          | 1/1/2021          | 1/1/2022          | 1/1/2023          |
|---------------------------------------|------------------|------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b>Single Family - 3/4" Meter [1]</b> | <b>50.3</b>      | <b>3/4" or less meter</b>          |                   |                   |                   |                   |                   |                   |
| Tier 1 Consumption                    |                  |                                    |                   | 50                | 49                | 49                | 49                | 37                |
| Tier 2 Consumption                    |                  |                                    |                   | 0.0               | 1.2               | 1.2               | 1.2               | 13.1              |
| <b>Estimated Bill</b>                 |                  |                                    | <b>\$53.36</b>    | <b>\$61.78</b>    | <b>\$74.91</b>    | <b>\$89.76</b>    | <b>\$103.13</b>   | <b>\$111.74</b>   |
| % Bill Increase                       |                  |                                    |                   | 16%               | 21%               | 20%               | 15%               | 8%                |
| <b>Example School</b>                 | <b>4,000</b>     | <b>571 students, 3" meter</b>      |                   |                   |                   |                   |                   |                   |
| Tier 1 Consumption                    |                  |                                    |                   | 3,263             | 3,263             | 2,471             | 2,471             | 2,471             |
| Tier 2 Consumption                    |                  |                                    |                   | 737               | 737               | 1,529             | 1,529             | 1,529             |
| <b>Estimated Bill</b>                 |                  |                                    | <b>\$2,919.71</b> | <b>\$3,570.51</b> | <b>\$4,187.40</b> | <b>\$5,480.16</b> | <b>\$6,177.55</b> | <b>\$6,209.65</b> |
| % Bill Increase                       |                  |                                    |                   | 22%               | 17%               | 31%               | 13%               | 1%                |
| <b>Example Apartments</b>             | <b>2,200</b>     | <b>80 dwelling units, 3" meter</b> |                   |                   |                   |                   |                   |                   |
| Tier 1 Consumption                    |                  |                                    |                   | 2,067             | 2,067             | 1,565             | 1,565             | 1,565             |
| Tier 2 Consumption                    |                  |                                    |                   | 133               | 133               | 635               | 635               | 635               |
| <b>Estimated Bill</b>                 |                  |                                    | <b>\$1,386.21</b> | <b>\$1,902.72</b> | <b>\$2,265.67</b> | <b>\$3,044.57</b> | <b>\$3,449.50</b> | <b>\$3,462.82</b> |
| % Bill Increase                       |                  |                                    |                   | 37%               | 19%               | 34%               | 13%               | 0%                |
| <b>Example Church</b>                 | <b>400</b>       | <b>2" meter</b>                    |                   |                   |                   |                   |                   |                   |
| Tier 1 Consumption                    |                  |                                    |                   | 262               | 262               | 198               | 198               | 198               |
| Tier 2 Consumption                    |                  |                                    |                   | 138               | 138               | 202               | 202               | 202               |
| <b>Estimated Bill</b>                 |                  |                                    | <b>\$413.70</b>   | <b>\$513.41</b>   | <b>\$597.89</b>   | <b>\$745.18</b>   | <b>\$840.53</b>   | <b>\$844.76</b>   |
| % Bill Increase                       |                  |                                    |                   | 24%               | 16%               | 25%               | 13%               | 1%                |

[1] Single Family Consumption based on Cal Am average single family usage 37.7 cgl converted to 50.3 tcf

# **APPENDIX B**

## **Proposition 218 Notice**



City of Seaside/Seaside Municipal Water System  
440 Harcourt Avenue  
Seaside, California 93955

## **Proposition 218 Notification NOTICE TO PROPERTY OWNERS OF PROPOSED WATER RATE INCREASES AND PUBLIC HEARING PROCEEDINGS**

NOTICE IS HEREBY GIVEN, pursuant to Article XIII(D) of the California Constitution that the City of Seaside (City) / Seaside Municipal Water System (SMWS) is proposing to increase its rates for water services. The City Council will conduct a public hearing on this matter, which will be held on:

**Date: September 5, 2019**

**Time: 7:00 P.M.**

**Place: Seaside City Hall  
440 Harcourt Ave. Seaside, California 93955**

The public hearing will review the proposed changes to fees for water service, and other related fees and charges. At the time of the public hearing, the Council will hear and consider all protests and objections concerning these matters. This notice has been sent to all utility customers as of the last address available. If there is no majority protest, the Council will consider and may adopt the increased rates by resolution. The proposed rate changes will become effective no sooner than 30 days after adoption of the approved rate change.

This Notice of Public Hearing provides information on the proposed water rate changes as required by State law. The ordinance for the proposed rate change is anticipated to be presented to the City Council for adoption in September or as soon as practical thereafter. This notice also provides information on how the rates are calculated, the reasons for the required rate changes, how customers can receive more information on the effect of the rate changes, and how to file a protest the proposed rate change.

***For more information and questions please contact Misty Bradshaw at (831) 899-6825 or visit City Hall at 440 Harcourt Ave. Seaside, California 93955***

### **Why Am I Receiving This Notice?**

You are receiving this notice in accordance with Proposition 218, a state law which requires providers of public utility services (including water service) to notify rate payers of increases in proposed rates. Your property receives water service from the City of Seaside/SMWS.

This notice is intended to provide you with information on the service provided by the City, the reasons for the proposed rates, and the methods by which you can protest the proposed rates if you desire.

### **What Services Do Rates Fund?**

The Seaside Municipal Water System provides continuous, year-round, potable water service to approximately 780 accounts in the City of Seaside.

### **Why is a Rate Increase Needed?**

Rate increases are needed to keep City revenues in line with the cost of providing service. The water system faces expenses such as labor, water supply, energy, capital projects, and the cost of regular maintenance of the system.

The City currently receives water from the Seaside Groundwater Basin. The amount of groundwater available is limited and the City's water use is currently above the Natural Safe Yield (NSY) requirement determined by the Watermaster. The City will soon face a replenishment cost for the water use that exceeds the NSY.

### **Proposed Water Rates**

The City's proposed water rates are composed of two parts, a fixed rate determined by water meter size and a variable rate determined by water use. Fixed rates are increased according to capacity ratios determined by the American Water Works Association. The proposed fixed rates are shown below.

| Fixed Rates                     |          |            |            |            |            |            |
|---------------------------------|----------|------------|------------|------------|------------|------------|
| Water – Fixed Rates<br>\$/meter | FY 2019  | FY 2020    | FY 2021    | FY 2022    | FY 2023    | FY 2024    |
|                                 | Current  | 10/29/2019 | 1/1/2020   | 1/1/2021   | 1/1/2022   | 1/1/2023   |
| <b>Meter Size</b>               |          |            |            |            |            |            |
| <b>3/4" or less</b>             | \$25.32  | \$26.30    | \$31.55    | \$37.87    | \$43.55    | \$43.55    |
| <b>1 Inch Meter</b>             | \$25.32  | \$43.83    | \$52.59    | \$63.11    | \$72.58    | \$72.58    |
| <b>1.5 Inch Meter</b>           | \$82.20  | \$87.65    | \$105.18   | \$126.22   | \$145.15   | \$145.15   |
| <b>2 Inch Meter</b>             | \$129.20 | \$140.24   | \$168.29   | \$201.95   | \$232.24   | \$232.24   |
| <b>3 Inch Meter</b>             | \$225.21 | \$262.96   | \$315.55   | \$378.66   | \$435.46   | \$435.46   |
| <b>4 Inch Meter</b>             |          | \$438.26   | \$525.91   | \$631.10   | \$725.76   | \$725.76   |
| <b>6 Inch Meter</b>             |          | \$876.52   | \$1,051.83 | \$1,262.19 | \$1,451.52 | \$1,451.52 |

Variable rates are levied according to two tiers. The first tier collects variable expenses from each customer class according to their NSY allowance as allocated by the Seaside Basin Watermaster. The second tier of water rates recovers the cost of exceeding the NSY assessment. The proposed variable rates are shown below.

#### Volumetric Rates

| Water – Variable Rates<br>\$/tcf | FY 2019 | FY 2020    | FY 2021  | FY 2022  | FY 2023  | FY 2024  |
|----------------------------------|---------|------------|----------|----------|----------|----------|
|                                  | Current | 10/29/2019 | 1/1/2020 | 1/1/2021 | 1/1/2022 | 1/1/2023 |
| <b>Tier 1 Water Use (\$/tcf)</b> | Varies  | \$0.71     | \$0.85   | \$1.02   | \$1.17   | \$1.17   |
| <b>Tier 2 Water Use (\$/tcf)</b> | Varies  | \$1.36     | \$1.51   | \$1.69   | \$1.87   | \$1.89   |

Each customer class is allocated Tier 1 water use according to an equitable distribution of the NSY of groundwater for the City of Seaside/SMWS. Water allocations for Tier 1 are shown below. All use above the Tier 1 allocation will be billed at the Tier 2 water rate.

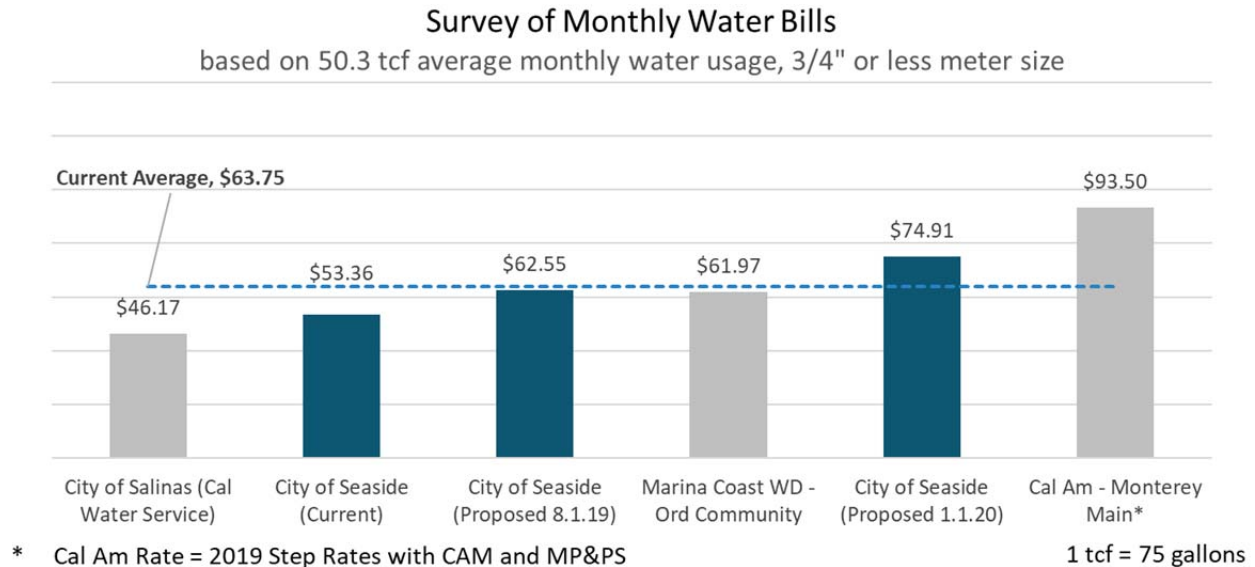
#### Tier Allowances

| Water – Tier 1 Water<br>Allocation (tcf)            | FY 2019 | FY 2020    | FY 2021  | FY 2022  | FY 2023  | FY 2024  |
|-----------------------------------------------------|---------|------------|----------|----------|----------|----------|
|                                                     | Current | 10/29/2019 | 1/1/2020 | 1/1/2021 | 1/1/2022 | 1/1/2023 |
| <b>Single Family Residential<br/>(Per dwelling)</b> | Varies  | 57         | 49       | 49       | 49       | 37       |
| <b>Multifamily No. 1<br/>(Per meter)</b>            | Varies  | 9,547      | 8,165    | 8,165    | 8,165    | 6,182    |
| <b>Multifamily No. 2<br/>(Per meter)</b>            | Varies  | 2,417      | 2,067    | 2,067    | 2,067    | 1,565    |
| <b>School No. 1<br/>(Per student)</b>               | Varies  | 6,682      | 5,714    | 5,714    | 5,714    | 4,327    |
| <b>School No. 2<br/>(Per student)</b>               | Varies  | 6,857      | 5,864    | 5,864    | 5,864    | 4,440    |
| <b>School No. 3<br/>(Per student)</b>               | Varies  | 6,264      | 5,357    | 5,357    | 5,357    | 4,056    |
| <b>Church No. 1<br/>(Per meter)</b>                 | Varies  | 306        | 262      | 262      | 262      | 198      |
| <b>Church No. 2<br/>(Per meter)</b>                 | Varies  | 58         | 49       | 49       | 49       | 37       |
| <b>Fire Department</b>                              | Varies  | 57         | 49       | 49       | 49       | 37       |



## Residential Bill Impact

A survey of residential water bills in surrounding agencies is provided below. The City of Seaside is currently below the average monthly water bill for the area.



## Public Notice and Majority Protest Process

The City of Seaside City Council will hold a public hearing as a part of the City Council meeting to be held on September 5, 2019 at 7:00 pm at City Hall, 440 Harcourt Avenue Seaside, California 93955.

Proposition 218 requires that public utility providers follow a strictly defined process for increasing fees such as water service rates. Customers directly responsible for the payment of the rates and/or property owners, if different, may submit a written protest against the rate changes. If the City receives written protests from a majority of the affected customers and/or property owners of the identified parcels, then the proposed rate changes cannot be adopted by the City Council. It is important to follow these instructions in order for your protest to be valid:

1. The protest must be in writing and received by the City Clerk at or before the close of the public hearing on September 5, 2019. The protest must specifically identify what is being protested. Written protests may be mailed or personally delivered to the City Clerk at City Hall – 440 Harcourt Avenue Seaside, California 93955
2. All written protests must include the service address
3. The protest must be signed by the person who is listed on the utility account and is responsible for paying the utility bill and/or the property owner. The name of the signer should also be printed legibly. Only one protest will be counted for each property.

***For more information and questions please contact Misty Bradshaw at (831) 899-6825 or visit City Hall at 440 Harcourt Ave. Seaside, California 93955***

## **ATTACHMENT 3**

### **CITY OF SEASIDE - 2020 WATER CAPACITY FEE STUDY**

# **City of Seaside**

## **2020 Water Capacity Fee Study**



**Draft Report**  
**May 13, 2020**



**BARTLE WELLS ASSOCIATES**  
INDEPENDENT PUBLIC FINANCE ADVISORS

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**BARTLE WELLS ASSOCIATES**  
INDEPENDENT PUBLIC FINANCE ADVISORS

1889 Alcatraz Avenue  
Berkeley, CA 94703  
T: 510-653-3399  
[www.bartlewells.com](http://www.bartlewells.com)

May 13, 2020

City of Seaside  
440 Harcourt Avenue  
Seaside, CA 93955

Attn: Scott Ottmar, Acting City Engineer

Re: 2020 Water Capacity Fee Study

Bartle Wells Associates (BWA) is pleased to submit to the City of Seaside the attached Water Capacity Fee Study. The results of the of the study are a product of extensive review of public information and input from City Staff.

This study presents BWA's analysis of the costs of the City's water infrastructure, assets and projects benefiting new development. The enclosed report recommends capacity fees calculated using an average cost methodology to recover the benefit associated with new development within the water system given the value of water assets, capital improvement plans, and projected number of customers through 2030. BWA finds that the proposed fees follow generally accepted fee design criteria and adhere to the substantive requirements of California government code.

We have enjoyed working with the City on this study. Please contact us with any future questions about this study and the recommended capacity fees.

Sincerely,

BARTLE WELLS ASSOCIATES

Doug Dove, CIPFA  
Principal

Abigail Seaman  
Financial Analyst

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# 1 Introduction, Objectives, and Government Code

## 1.1 Introduction and Objectives

Bartle Wells Associates (BWA) has been retained by the City of Seaside (City) to conduct a Water Capacity Fee Study. Key objectives of the study include (1) evaluating the City's current value of water assets, (2) assessing the marginal benefit of assets and short-term capital improvement projects on new development, and (3) developing a capacity fee that equitably recovers the cost of infrastructure and assets benefitting new development.

The City does not currently charge water capacity fees, but has the authority to levy capacity fees according to California Government Code. Capacity fees are one-time fees, paid up-front as a condition of new development or expansion. Capacity charges are separate from the City's rates for water service. New connections begin paying the City's water rates after they have paid their capacity fee and become ongoing customers.

BWA examined several fee calculation methodologies and ultimately recommends that the City use an average-cost methodology to establish water capacity fees. Fees were calculated based on the estimated present value of water system assets, 10-year Water Capital Improvement Plan project costs, and growth projections over the next 10 years (2020-2030). Proposed fees will be levied based on water meter size according to the maximum flow factor established by the American Water Works Association. BWA's recommended fees align with industry standards and regional trends and were developed with extensive input from Staff.

## 1.2 Government Code

Development impact fees are governed by California Government Code Section 66000 et. seq. This section of the Code was initially established by Assembly Bill 1600 (AB 1600) and is commonly referred to as the Mitigation Fee Act. Pursuant to the Code, a development impact fee is not a tax or special assessment but is instead a voluntary fee levied to defray the cost of public facilities needed to serve a new development.

Section 66013 of the Code specifically governs water and wastewater capacity fees. This section of the Code defines a “capacity charge” to mean “a charge for public facilities in existence at the time a charge is imposed or charges for new public facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged.” The Code distinguishes “capacity charges” from “connection fees” which are defined as fees for the physical facilities necessary to make a water or wastewater connection, such as costs related to installation of meters and pipelines from a new building to a water or wastewater main.

According to the Section 66013, a water or wastewater capacity fee “shall not exceed the estimated reasonable cost of providing the service for which the fee or charge is imposed” unless approved by a two-thirds vote. As such, the capacity fees calculated in this report represent the maximum fees that the City can levy. Section 66013 does not detail any specific methodology for calculating capacity fees.

Section 66016 of the Code identifies the procedural requirements for adopting or increasing water and wastewater capacity fees and Section 66022 summarizes the general process by which the fees can be legally challenged. The full text of Sections 66013, 66016 and 66022 are attached in Appendix B.

## 2 Capacity Fee Calculation Methodology

### 2.1 Standard Capacity Fee Calculation Methodologies

BWA reviewed the legal framework for establishing capacity fees, the latest information on the City's water system, and various methodologies for calculating capacity fees. Four widely accepted capacity fee calculation methodologies are summarized below.

#### 1. Average Cost Approach – Recommended Method

Under this approach, the capacity fee is calculated based on the total costs of existing and future water facilities benefiting new development (in current dollars), divided by total projected benefit units in the 10-year capacity fee horizon. The resulting fee represents the average cost of water facilities benefiting growth.

$$\frac{\text{Existing Asset Value} + \text{Total CIP}}{\text{Total Units}}$$

#### 2. Buy-In + Expansion Cost Approach

Under this approach, the capacity fee includes two components: a) a buy-in component to recover an equitable share of costs for existing facilities available to serve new development (in current dollars), plus b) an expansion component to recover the cost of capacity in future facilities needed to serve projected new development.

$$\frac{\text{Future Share Existing Assets}}{\text{Future Units}} + \frac{\text{Future User Share of CIP}}{\text{Future Units}}$$

#### 3. Buy-In Cost Only Approach

Under this approach, the fee is based on the cost of existing facilities and assets (in current dollars) divided by current water system benefit units. The buy-in approach is more commonly used by agencies that are mostly built out with water systems that require minimal future facility improvements.

$$\frac{\text{Existing Asset Value}}{\text{Current Units}}$$

#### 4. Expansion/Marginal Cost Only Approach

Under this approach, the fee is based on the cost of future expansion-related improvements (in current dollars) divided by the future development units associated with those improvements. Fees calculated under this approach represent the marginal cost of adding a unit of expansion. This approach excludes cost recovery for existing facilities and assets that provide benefit to new development.

$$\frac{\text{Future User Share of CIP}}{\text{Future Units}}$$

### 2.1.1 BWA Recommended Method: Average Cost Approach

BWA recommends that the City establish a capacity fee for based on the “Average Cost Approach”. The City’s water system has adequate capacity to meet future growth and does not need to expand capacity. New customers should pay an equitable fee to use the existing water system, including current assets and capital improvement projects planned within the 10-year planning period.

### 2.1.2 Current Customers & Meter Equivalent Units

The City’s current water customers are charged fixed water rates based on ¾” or less meter equivalent units. Demographic data is shown in Table 1 below. The City currently serves 772 water connections, equal to 999 meter equivalent units of ¾” or less water meters. Flow factors are determined by maximum flow factors established by the American Water Works Association (AWWA).

**Table 1**  
**2020 Customer Data**

| Water Meter Size | # Meters [1] | Max Flow Rate<br>(GPM) [2] | Max Flow Ratio | ¾" or less<br>Meter Equivalent<br>Units |
|------------------|--------------|----------------------------|----------------|-----------------------------------------|
| ¾" or less       | 737          | 30                         | 1.00           | 737                                     |
| 1" or less       | 26           | 50                         | 1.67           | 43                                      |
| 1.5"             | 1            | 100                        | 3.33           | 3                                       |
| 2"               | 1            | 160                        | 5.33           | 5                                       |
| 3"               | 1            | 300                        | 10.00          | 10                                      |
| 4"               | 0            | 500                        | 16.67          | 0                                       |
| 6"               | 6            | 1000                       | 33.33          | 200                                     |
| <b>Total</b>     | <b>772</b>   |                            |                | <b>999</b>                              |

[1] 2019 Water Rate Study Update, Bartle Wells Associates/SMWD

[2] American Water Works Association Standards, Manual M22, 2nd edition, 2004, page 62.

BWA recommends that water capacity fee benefit units align with AWWA meter flow ratios. All new connections with a water meter requirement of ¾” or less will pay a fee with a factor of 1.00. Larger meter size requirements will pay a higher fee according to the maximum flow ratio of the meter, since increased flow capacity is associated with a larger demand on the water system. This is a widely used method of assessing water capacity fees and will be simple for the City to administer since it aligns with the current water rate structure.

## 2.2 Buildout Growth Projection

The City of Seaside anticipates very little growth over the next 10 years according to population estimates and Staff projections of future development. As shown on Table 2, the City can anticipate 15 new meter equivalent units through 2030, representing a growth rate of about .15% per year.

**Table 2**

**Buildout Growth Projections**

|                                          |              |
|------------------------------------------|--------------|
| 2020 Meter Equivalent Units              | 999          |
| Future Growth Meter Equivalents 2030 [1] | 15           |
| <b>2030 Total Meter Equivalents</b>      | <b>1,014</b> |
| <b>Annual Growth Rate</b>                | <b>0.15%</b> |

[1] Seaside Staff Estimate

## 3 Water Capacity Fee Calculation

Under the methodology described in Section 2.1.1, water capacity fees are designed to recover the average cost of water facilities benefiting growth, including the present value of existing water system facilities and assets, and the cost of system upgrades and expansion needed to serve the City through 2030.

### 3.1 System Buy-In Component – Existing Assets

Since detailed asset value information was not available, BWA calculated the present value of the water system using asset listings provided by the City and an estimate of replacement cost less depreciation. Replacement costs were estimated using comparable data in the 2020 Water Master Plan developed by Marina Coast Water District nearby. Depreciation was estimated using BWA and Staff estimates, and purchase year data where available. The 2020 system asset value is summarized on Table 3 and provided in detail in Appendix A. This represents the buy-in portion of the capacity fee calculation.

**Table 3**

**Estimated Water System Asset Value**

| <b>Category</b>                                    | <b>2020 Asset Value [1]</b> |
|----------------------------------------------------|-----------------------------|
| Pipelines (39,043 total ft)                        | \$220,805                   |
| Pumps (3)                                          | \$850,000                   |
| Storage Tanks (2)                                  | \$300,000                   |
| Groundwater Well (1)                               | \$1,200,000                 |
| <b>Total Buy-In Portion - Existing Asset Value</b> | <b>\$2,570,805</b>          |

[1] Asset listings provided by Seaside Staff

Replacement Cost: MCWD 2020 Master Plan, BWA & Staff Estimates

Depreciation: BWA & Staff Estimates

### 3.2 System Expansion Component – Capital Improvement Plan

The City's 10-year Capital Improvement Plan outlines projects needed to maintain the water system, including upgrades, expansions, regular maintenance, and new facilities. The Capital Improvement Plan is listed by project in Table 4. The total CIP cost is the expansion portion of the capacity fee.

**Table 4**

**2020-2030 Capital Improvement Plan**

| <b>Project Description</b>                                | <b>Total Project Cost</b> |
|-----------------------------------------------------------|---------------------------|
| Water Security Upgrades                                   | \$390,000                 |
| Well Replacement                                          | \$1,950,000               |
| Water System Improvements                                 | \$390,000                 |
| Tank Improvements Project                                 | \$1,200,000               |
| Alternative Water Source                                  | \$1,010,000               |
| Arc Flash Hazard Mitigation                               | \$120,000                 |
| Misc. Improvements                                        | \$430,000                 |
| <b>Total Expansion Portion - Capital Improvement Plan</b> | <b>\$5,490,000</b>        |

Source: 2019 Water Rate Study Update, Bartle Wells Associates/SMWD

### 3.3 Water Capacity Fee Calculation

Table 5 shows the detailed calculation of the proposed water capacity fee using the average cost methodology described in Section 2.1.1 and cost components described in Section 3. Fees were calculated using  $\frac{3}{4}$ " or less meter equivalent units per the recommendation in Section 2.1.2.

**Table 5**

**Proposed Water Capacity Fee Calculation**

|                                                                         |                    |
|-------------------------------------------------------------------------|--------------------|
| <b>1 Total Buy-In Portion - Existing Asset Value</b>                    | <b>\$3,262,095</b> |
| 2 Total Meter Equivalent Units to 2030                                  | 1,014              |
| <b>3 Buy-In Portion of Capacity Fee \$/Meter Equivalent (1/2)</b>       | <b>\$3,217</b>     |
| <br>                                                                    |                    |
| <b>4 Total Expansion Portion - Capital Improvement Plan</b>             | <b>\$5,490,000</b> |
| 2 Total Meter Equivalent Units to 2030                                  | 1,014              |
| <b>6 Expansion Portion of Capacity Fee \$/Meter Equivalent (4/5)</b>    | <b>\$5,414</b>     |
| <br>                                                                    |                    |
| <b>7 Proposed Capacity Fee - Average Cost \$/Meter Equivalent (3+6)</b> | <b>\$8,631</b>     |

The proposed fee is designed to recover costs for:

- **System Buy-In Portion - Existing Facilities & Assets:** To be reasonable and conservative, capacity fee recovery accounts for the depreciated value of the City's water facilities escalated to current dollars using replacement cost estimates from Marina Coast Water District, a similar nearby water agency.
- **Expansion Cost Component - Capital Projects:** The capacity fee recovers capital improvement project costs according to the City's 10-year Capital Improvement Plan (2020-2030)

Buy-in and expansion costs are divided by total projected meter equivalent units through 2030. The resulting fee represents the average cost of water facilities benefiting growth.

### 3.4 Proposed Water Capacity Fees

Table 6 lists the FY 2020-21 proposed water capacity fee schedule by meter size. per the methodology and City information detailed in this report. BWA has calculated fees on a \$/meter equivalent unit basis using the proposed methodology described in Section 2.1.1 and calculated in Table 5.

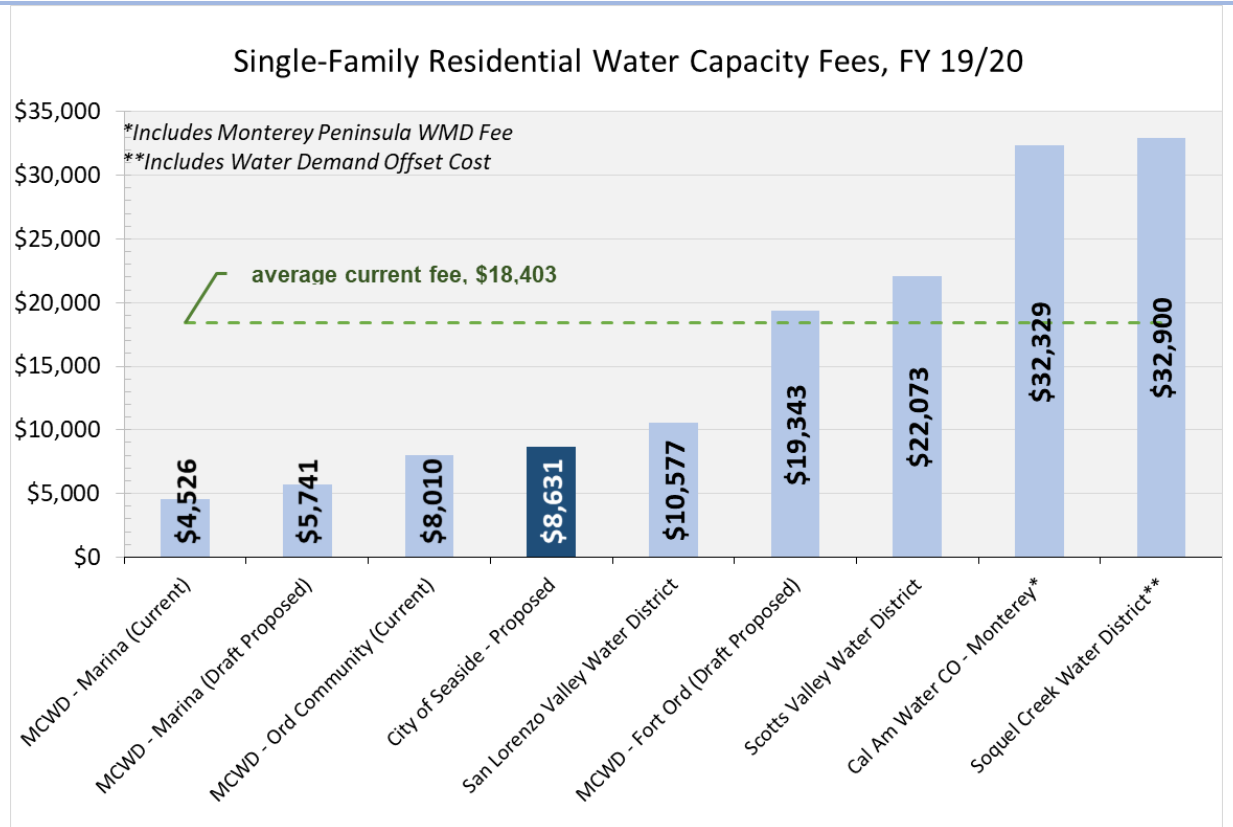
**Table 6**  
**Proposed Water Capacity Fees**

| Meter Size   | Meter Ratio | FY 2020-21   |
|--------------|-------------|--------------|
|              |             | Proposed Fee |
| 3/4" or less | 1.00        | \$8,631      |
| 1" or less   | 1.67        | \$14,385     |
| 1.5"         | 3.33        | \$28,771     |
| 2"           | 5.33        | \$46,033     |
| 3"           | 10.00       | \$86,313     |
| 4"           | 16.67       | \$143,854    |
| 6"           | 33.33       | \$287,709    |

### 3.5 Capacity Fee Survey of Surrounding Agencies

BWA conducted a capacity fee survey of surrounding water agencies to compare with the City's proposed fee. The new proposed water capacity fees would place the City in the middle range of single-family capacity fees in the region but far below the average fee, as shown in Figure 1.

**Figure 1**  
**2019/20 Water Capacity Fee Survey**





## 4 Conclusion and Recommendations

### 4.1 Conclusion

BWA finds that the proposed fees follow generally accepted fee design criteria and adhere to the substantive requirements of California government code. The above proposed capacity fees, calculated using the average-cost methodology and levied based on water meter size, represent the most up to date and equitable distribution of cost for new development in the water enterprise. The proposed fees align with regional standards and equitably recover new development's share of costs for the water enterprise. BWA recommends that the City adopt the proposed FY 2020/21 fees enclosed in this report by following the procedure to increase capacity fees as follows:

1. Create a nexus study to determine equitable capacity fees (Done by BWA)
2. Set notice the date of a public hearing as required in Government Code
3. Send notice of hearing to developers if specifically requested in writing
4. Hold public hearing and adopt new capacity fees via Resolution
5. Fees may become effective not less than 30 days after adoption

### 4.2 Future Fee Adjustments

In future years, BWA recommends that the City update its capacity fees annually by adjusting the fees by the change in the Engineering News-Record Construction Cost Index (San Francisco) to account for future construction cost inflation. Additionally, the City should review and consider updating its capacity fees when substantial revisions are made to anticipated capital improvement costs or to substantial changes in projected demand. In general, BWA recommends that capacity fees be independently reviewed and/or updated approximately once every five years.

## Appendix A – Detailed Capacity Fee Calculation

| 2020-21 Proposed Water Capacity Fees (Average Cost)                                      |                   |                      |                       |                               |
|------------------------------------------------------------------------------------------|-------------------|----------------------|-----------------------|-------------------------------|
| Seaside Municipal Water District                                                         |                   |                      |                       |                               |
| 2020 Water Capacity Fee Study                                                            |                   |                      |                       |                               |
| 1. Buy-In Portion - Existing Assets (Estimated 2020 Value)                               |                   |                      |                       |                               |
| A. Pipelines - By Diameter <sup>1</sup>                                                  | Total Length (ft) | \$/Foot <sup>2</sup> | Est. Replacement Cost | % Depreciated                 |
| 2"                                                                                       | 301               | \$32.92              | \$9,908               | 80%                           |
| 3"                                                                                       | 0                 | \$49.38              | \$0                   | 80%                           |
| 4"                                                                                       | 5,402             | \$65.83              | \$355,632             | 80%                           |
| 6"                                                                                       | 17,099            | \$98.75              | \$1,688,526           | 80%                           |
| 8"                                                                                       | 10,651            | \$131.67             | \$1,402,382           | 80%                           |
| > 12"                                                                                    | 5,590             | \$197.50             | \$1,104,025           | 80%                           |
| <b>Total</b>                                                                             | <b>39,043</b>     |                      | <b>\$4,560,473</b>    |                               |
| B. Other Assets                                                                          |                   |                      |                       |                               |
|                                                                                          |                   | Purchase Date        | Est. Replacement Cost | % Depreciated                 |
| Storage Tanks (2 @ 500,000 gal)                                                          |                   | 1960                 | \$3,000,000           | 90%                           |
| Groundwater Well (1 @ 0.72 MGD)                                                          |                   | 2001                 | \$3,000,000           | 60%                           |
| Pump (1 @ 75 hp)                                                                         |                   | 2015                 | \$1,000,000           | 40%                           |
| Pump (1 & 5hp)                                                                           |                   | 2018                 | \$250,000             | 10%                           |
| Pump (1 & 5hp)                                                                           |                   | 1960                 | \$250,000             | 90%                           |
| <b>Total</b>                                                                             |                   |                      | <b>\$7,500,000</b>    |                               |
| <b>Total Buy-In Portion - Existing Asset Value</b>                                       |                   |                      |                       | <b>\$3,262,095</b>            |
| 2. Expansion Portion - 2020-2030 Capital Improvement Plan <sup>3</sup>                   |                   |                      |                       |                               |
| <b>Capital Improvement Project</b>                                                       |                   |                      |                       | <b>Est. Project Cost</b>      |
| Water Security Upgrades                                                                  |                   |                      |                       | \$390,000                     |
| Well Replacement                                                                         |                   |                      |                       | \$1,950,000                   |
| Water System Improvements                                                                |                   |                      |                       | \$390,000                     |
| Tank Improvements Project                                                                |                   |                      |                       | \$1,200,000                   |
| Alternative Water Source                                                                 |                   |                      |                       | \$1,010,000                   |
| Arc Flash Hazard Mitigation                                                              |                   |                      |                       | \$120,000                     |
| Misc. Improvements                                                                       |                   |                      |                       | \$430,000                     |
| <b>Total</b>                                                                             |                   |                      |                       | <b>\$5,490,000</b>            |
| <b>Total Expansion Portion - Capital Improvement Plan</b>                                |                   |                      |                       | <b>\$5,490,000</b>            |
| <b>Total System Value - Buy-In + Expansion</b>                                           |                   |                      |                       | <b>\$8,752,095</b>            |
| 3. Dividing Factor - Meter Equivalent Units                                              |                   |                      |                       |                               |
|                                                                                          |                   |                      |                       | <b>Meter Equivalent Units</b> |
| Total Meter Equivalent Units - Current <sup>4</sup>                                      |                   |                      |                       | 999                           |
| Expected Growth (2020 - 2030) <sup>5</sup>                                               |                   |                      |                       | 15                            |
| Total Meter Equivalents - Growth                                                         |                   |                      |                       | <b>1,014</b>                  |
|                                                                                          |                   |                      |                       | <b>Water Capacity Fee</b>     |
|                                                                                          |                   |                      |                       | <b>\$/Meter Equivalent</b>    |
| <b>Average Cost Capacity Fee - Total System Value/ Total 2030 Meter Equivalent Units</b> |                   |                      |                       | <b>\$8,631</b>                |

## Appendix B – Government Code Pertaining to Capacity Fees

**California Government Code**  
**Key Sections Pertaining to Water & Wastewater Capacity Fees**  
**Sections 66013, 66016, & 66022**

**66013**

(a) Notwithstanding any other provision of law, when a local agency imposes fees for water connections or sewer connections, or imposes capacity charges, those fees or charges shall not exceed the estimated reasonable cost of providing the service for which the fee or charge is imposed, unless a question regarding the amount of the fee or charge imposed in excess of the estimated reasonable cost of providing the services or materials is submitted to, and approved by, a popular vote of two-thirds of those electors voting on the issue.

(b) As used in this section:

(1) "Sewer connection" means the connection of a structure or project to a public sewer system.

(2) "Water connection" means the connection of a structure or project to a public water system, as defined in subdivision (f) of Section 116275 of the Health and Safety Code.

(3) "Capacity charge" means a charge for public facilities in existence at the time a charge is imposed or charges for new public facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged, including supply or capacity contracts for rights or entitlements, real property interests, and entitlements and other rights of the local agency involving capital expense relating to its use of existing or new public facilities. A "capacity charge" does not include a commodity charge.

(4) "Local agency" means a local agency as defined in Section 66000.

(5) "Fee" means a fee for the physical facilities necessary to make a water connection or sewer connection, including, but not limited to, meters, meter boxes, and pipelines from the structure or project to a water distribution line or sewer main, and that does not exceed the estimated reasonable cost of labor and materials for installation of those facilities.

(6) "Public facilities" means public facilities as defined in Section 66000.

(c) A local agency receiving payment of a charge as specified in paragraph (3) of subdivision (b) shall deposit it in a separate capital facilities fund with other charges received, and account for the charges in a manner to avoid any commingling with other moneys of the local agency, except for investments, and shall expend those charges solely for the purposes for which the

charges were collected. Any interest income earned from the investment of moneys in the capital facilities fund shall be deposited in that fund.

(d) For a fund established pursuant to subdivision (c), a local agency shall make available to the public, within 180 days after the last day of each fiscal year, the following information for that fiscal year:

(1) A description of the charges deposited in the fund.

(2) The beginning and ending balance of the fund and the interest earned from investment of moneys in the fund.

(3) The amount of charges collected in that fiscal year.

(4) An identification of all of the following:

(A) Each public improvement on which charges were expended and the amount of the expenditure for each improvement, including the percentage of the total cost of the public improvement that was funded with those charges if more than one source of funding was used.

(B) Each public improvement on which charges were expended that was completed during that fiscal year.

(C) Each public improvement that is anticipated to be undertaken in the following fiscal year.

(5) A description of each interfund transfer or loan made from the capital facilities fund. The information provided, in the case of an interfund transfer, shall identify the public improvements on which the transferred moneys are, or will be, expended. The information, in the case of an interfund loan, shall include the date on which the loan will be repaid, and the rate of interest that the fund will receive on the loan.

(e) The information required pursuant to subdivision (d) may be included in the local agency's annual financial report.

(f) The provisions of subdivisions (c) and (d) shall not apply to any of the following:

(1) Moneys received to construct public facilities pursuant to a contract between a local agency and a person or entity, including, but not limited to, a reimbursement agreement pursuant to Section 66003.

(2) Charges that are used to pay existing debt service or which are subject to a contract with a trustee for bondholders that requires a different accounting of the charges, or charges that are used to reimburse the local agency or to reimburse a person or entity who advanced funds under a reimbursement agreement or contract for facilities in existence at the time the charges are collected.

(3) Charges collected on or before December 31, 1998.

(g) Any judicial action or proceeding to attack, review, set aside, void, or annul the ordinance, resolution, or motion imposing a fee or capacity charge subject to this section shall be brought pursuant to Section 66022.

(h) Fees and charges subject to this section are not subject to the provisions of Chapter 5 (commencing with Section 66000), but are subject to the provisions of Sections 66016, 66022, and 66023.

(i) The provisions of subdivisions (c) and (d) shall only apply to capacity charges levied pursuant to this section.

*(Amended by Stats. 2007, Ch. 94, Sec. 1. Effective January 1, 2008.)*

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## **66016**

(a) Prior to levying a new fee or service charge, or prior to approving an increase in an existing fee or service charge, a local agency shall hold at least one open and public meeting, at which oral or written presentations can be made, as part of a regularly scheduled meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, and a statement that the data required by this section is available, shall be mailed at least 14 days prior to the meeting to any interested party who files a written request with the local agency for mailed notice of the meeting on new or increased fees or service charges. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The legislative body may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service. At least 10 days prior to the meeting, the local agency shall make available to the public data indicating the amount of cost, or estimated cost, required to provide the service for which the fee or service charge is levied, and the revenue sources anticipated to provide the service, including General Fund revenues. Unless there has been voter approval, as prescribed by Section 66013 or 66014, no local agency shall levy a new fee or service charge or increase an existing fee or service charge to an amount which exceeds the estimated amount required to provide the service for which

the fee or service charge is levied. If, however, the fees or service charges create revenues in excess of actual cost, those revenues shall be used to reduce the fee or service charge creating the excess.

(b) Any action by a local agency to levy a new fee or service charge or to approve an increase in an existing fee or service charge shall be taken only by ordinance or resolution. The legislative body of a local agency shall not delegate the authority to adopt a new fee or service charge, or to increase a fee or service charge.

(c) Any costs incurred by a local agency in conducting the meeting or meetings required pursuant to subdivision (a) may be recovered from fees charged for the services which were the subject of the meeting.

(d) This section shall apply only to fees and charges as described in Sections 51287, 56383, 65104, 65456, 65584.1, 65863.7, 65909.5, 66013, 66014, and 66451.2 of this code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code.

(e) Any judicial action or proceeding to attack, review, set aside, void, or annul the ordinance, resolution, or motion levying a fee or service charge subject to this section shall be brought pursuant to Section 66022.

*(Amended by Stats. 2006, Ch. 643, Sec. 19. Effective January 1, 2007.)*

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## **66022**

(a) Any judicial action or proceeding to attack, review, set aside, void, or annul an ordinance, resolution, or motion adopting a new fee or service charge, or modifying or amending an existing fee or service charge, adopted by a local agency, as defined in Section 66000, shall be commenced within 120 days of the effective date of the ordinance, resolution, or motion.

If an ordinance, resolution, or motion provides for an automatic adjustment in a fee or service charge, and the automatic adjustment results in an increase in the amount of a fee or service charge, any action or proceeding to attack, review, set aside, void, or annul the increase shall be commenced within 120 days of the effective date of the increase.

(b) Any action by a local agency or interested person under this section shall be brought pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure.

(c) This section shall apply only to fees, capacity charges, and service charges described in and subject to Sections 66013, 66014, and 66016.

*(Amended by Stats. 2006, Ch. 643, Sec. 20. Effective January 1, 2007.)*

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## **ATTACHMENT 4**

### **SAMPLE CITY OF SEASIDE PROFESSIONAL SERVICES AGREEMENT**



**CITY OF SEASIDE/SEASIDE COUNTY SANITATION DISTRICT  
DESIGN PROFESSIONAL SERVICE AGREEMENT  
FOR CONSTRUCTION PROJECTS  
(INSERT PROJECT NAME)**

THIS AGREEMENT, is made and effective \_\_\_\_\_, between the City of Seaside, a municipal corporation ("Agency") and [insert consultant name], a [sole proprietorship, partnership, limited liability partnership, corporation] ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. 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 <<DATE>>, unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, 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.

**3. PERFORMANCE**

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

**4. AGENCY MANAGEMENT**

Agency's City Engineer shall represent Agency in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. Agency's City Manager shall be authorized to act on Agency's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

**5. PAYMENT**

<<PROJECT NAME>>

(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, 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 [AMOUNT] dollars (\$XXXXXX.XX) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

(c) Consultant 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 Agency disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

## **6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The Agency may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency 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 Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

## **7. DEFAULT OF CONSULTANT**

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

(b) If the Agency Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant 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 the Consultant fails to cure its default within such period of time, the Agency 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.

## **8. OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant 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. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom 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 for a 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.

## **9. INDEMNITY AND DEFENSE**

### **(a) Indemnification and Defense for Professional Services**

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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.

### **(b) For All Other Liabilities**

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

## **10. INSURANCE**

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

#### **11. INDEPENDENT CONSULTANT**

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

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

#### **12. LEGAL RESPONSIBILITIES**

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

#### **13. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, 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 the City to any and all remedies at law or in equity.

**14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of Agency, 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.

**15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without Agency's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency 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 Agency. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Agency notice of such court order or subpoena.

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants 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 thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

**16. 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 Agency: City of Seaside  
440 Harcourt Ave  
Seaside, CA 93955  
Attention: City Clerk

To Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 17. ASSIGNMENT

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 Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, \_\_\_\_\_ shall be the Project Manager and Engineer of Record for the services described in this Agreement.

\_\_\_\_\_ may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of \_\_\_\_\_ from Consultant's employ. Should he/she leave Consultant's employ, the Agency 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 Governing Board and the Consultant.

## 18. LICENSES

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

## 19. GOVERNING LAW

The Agency and Consultant 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 the municipal, superior, or federal district court with jurisdiction over the Agency.



**20. 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.

**21. WORK SCHEDULED/TIME OF COMPLETION**

*Note: This section is optional and should be included only when the project is particularly time-sensitive.*

AGENCY and CONSULTANT agree that time is of the essence in this AGREEMENT. AGENCY and CONSULTANT further agree that CONSULTANT's failure to perform on or at the times set forth in this AGREEMENT will damage and injure AGENCY, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, AGENCY and CONSULTANT agree that any failure to perform by CONSULTANT at or within the times set forth herein shall result in liquidated damages of [Insert amount] dollars (\$\_\_.00) per day for each and every day such performance is late or delayed. AGENCY and CONSULTANT agree that such sum is reasonable and fair. Furthermore, AGENCY and CONSULTANT agree that this AGREEMENT is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

**22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

Consultant is bound by the contents of Agency's Request for Proposal, Exhibit "C" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "D" hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

CONSULTANT: \_\_\_\_\_

By: \_\_\_\_\_  
<PRINT NAME>, <TITLE>

Date: \_\_\_\_\_

City of Seaside  
A Municipal Corporation

\_\_\_\_\_  
Jaime Fontes, City Manager

Date: \_\_\_\_\_

|              |           |                                                                 |
|--------------|-----------|-----------------------------------------------------------------|
| Attachments: | Exhibit A | Scope of Work                                                   |
|              | Exhibit B | Consultant Proposal                                             |
|              | Exhibit C | Insurance Requirements                                          |
|              | Exhibit D | Request for Proposal ( <i>if applicable, delete if no RFP</i> ) |

EXHIBIT A  
SCOPE OF WORK

## EXHIBIT C

### **INSURANCE REQUIREMENTS**

Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant 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.

*Note: Verify minimum limit for each coverage with Risk Manager.*

**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.

**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 (3) years after completion of the services required by this Agreement.

*Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.*

**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.

*Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.*

**Umbrella or excess liability insurance.** [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits 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 if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence 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.

#### **Other provisions or requirements**

**Proof of insurance.** Consultant 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.** Consultant 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 Consultant, his agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by Consultant 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.

**Agency's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications 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 Consultant or Agency will withhold amounts sufficient to pay premium from Consultant 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 VI (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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant 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).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

**Notice of cancellation.** Consultant 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, and 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 Consultant'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.** Consultant 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 Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant 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. Consultant 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 specifications.** 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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant'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.** Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Consultant 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.



ADDENDUM No.1  
For the Request for Proposal for  
**2023 WATER RATE AND CAPACITY FEE STUDIES**  
**SEASIDE MUNICIPAL WATER SYSTEM**  
**July 11, 2023**

Addendum No. 1 is being issued for clarifications to the Request for Proposal for the 2023 Water Rate and Capacity Fee Studies, Seaside Municipal Water System.

The clarifications declared in this addendum are an essential element to the Request for Proposal. The Request for Proposal documents to be executed will contain a copy of this addendum. This Addendum shall supersede the original Request for Proposal, and previous Addenda wherein it contradicts the same and shall take precedence over anything to the contrary therein. All other conditions remain unchanged.

### CLARIFICATIONS

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#### **RESPONSE TO QUESTIONS:**

1. When is the City targeting rates to be adopted, January 1, 2024 or July 1, 2024? / When would the City like to implement the water rates?  
**A: We would like to have the new rates effective for Fiscal Year 2024/2025.**
2. What is the City's desired date of implementation for revised water capacity fees?  
**A: July 1, 2024 for Fiscal Year 2024/2025.**
3. Section V of the RFP states "...page limitation of fifteen (15) pages (front-side only)...". Please confirm this whether this means 15 sheets of paper with printing on both sides of 15 sheets of paper with printing on one side only.  
**A: Print single-sided (one side only).**
4. Please confirm the only font requirement is the 12-point size and that the proposer can choose the font type.  
**A: Correct, the only font requirement is that it be 12-point size.**
5. Will font in graphics, charts, and captions also be required to be 12-point size? / Regarding formatting the proposal with a 12 pt font, is the City agreeable to graphs, figures, tables, and resumes being excluded from this requirement?  
**A: No, only the body text of the proposal needs to be 12 point font.**



6. Will a Cover Page count toward the page limit?

A: No, the cover page will not count towards the page limit.

7. Would the City be open to increasing the page limit to 20 pages?

A: No, the page limit will remain at fifteen (15) pages.

8. Does the City have an estimated budget range for this study that can be shared with proposers?

A: No, we do not have a fixed budget for the study.

9. RFP page 7 specifies to include two references in the Project Team section. Additional project summaries are requested in the Relevant Project Experience section. Can these projects overlap or are separate projects preferred?

A: Yes, the projects can overlap.

10. RFP page 7 requests “project manager’s and firm/team support and approach to managing project to ensure effort is completed on schedule and within established budget” in both the Project Understanding & Approach section as well as the Project Schedule section. Can this instead be included in just one of these sections? If so, which one?

A: Yes, include in the approach section.

11. The City has requested that the consultant attend two (2) public meetings to present the draft and final reports to the public and the City Council. Will these meetings be in-person or remote? Does the City anticipate additional public meetings, such as rate workshops, etc.? If so, how many?

A: City Council meetings are held in-person with a virtual option for the public and consultants.

12. Can some of the progress meetings with City staff be done remotely through videoconference or does the City prefer all in-person meetings?

A: Remote videoconference meetings with City staff is acceptable and preferred.

13. In addition to preparing the Prop 218 Notices, does the City also want the consultant to print and mail the notices for an extra fee?

A: You may include that as an optional task.

14. In our review of the previous rate study, we noted the City moved from 6 tiers to 2 tiers for the volumetric rates. Does the City want to maintain this 2-tier structure?

A: Two is preferred, but we would be willing to look at more.

15. Is the City experiencing any issues related to the performance of the current water-rate fixed-charge structure or tiered structure (other than potential overall rate increase needs) that should be specifically addressed in the current study?

A: No, it just needs to be updated to cover current costs.

16. Will a current water budget analysis to determine water use allotment be made available to the consultant?

A: Usage and billing records will be made available.

17. Per the RFP, the City's golf course switched from potable to recycled water. Does the City want the consultant to develop tiered rates for recycled water irrigation? What is the City currently charging this customer?

A: No, the recycled water is purchased retail from another supplier. This study is only for Seaside Municipal Water System.

18. Please confirm the project includes updating the water fees included in Attachment I, noted as Fee Schedule Page 24. Is this study expected to be an update of previous studies (using an existing rate model), or does the City anticipate a new study that includes the development of a new rate model?

A: The City would like a new study that includes the development of a new rate model.

19. Does the City want the rate and capacity charge studies to be done concurrently?

A: Yes.

20. Conservation is a main concern for many water agencies. Does the City want the consultant to develop drought rates as an additional tool at the City's disposal?

A: No.

21. It looks like the City only implemented the first three steps of the five-step rate increase adopted in 2019. Why didn't the City adopt the final two steps?

A: The rates from the previous study plateau in Fiscal Year 2021/2022.

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If there are any questions regarding this addendum, please contact Kirstin van Gend at [kvangend@ci.seaside.ca.us](mailto:kvangend@ci.seaside.ca.us)

Sincerely,

DocuSigned by:  
  
05D7CE53F88842E

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Nisha Patel  
City Engineer/Public Works Director



## **CITY OF SEASIDE STAFF REPORT**

**Item No.: 8.F.**

**TO:** City Council

**FROM:** Jaime M. Fontes, City Manager

**BY:** Dan Meewis, Recreation Director  
Kee Hyon Higgins, Recreation Supervisor

**DATE:** September 7, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO  
EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF SEASIDE AND HAMILTON, ELLIS, AND MARTIN  
PLAZA TO REIMBURSE THE CITY FOR PROVIDING AFTER  
SCHOOL RECREATIONAL PROGRAMMING AT THE HEM PLAZA**

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### **RECOMMENDATION**

Adopt the resolution and authorize the City Manager to execute the Memorandum of Understanding to memorialize the agreement between the City of Seaside and the Hamilton, Ellis, and Martin Plaza.

### **BACKGROUND**

The Hamilton, Ellis, and Martin (HEM) Plaza, formally "Del Monte Manor", has recently completed a full renovation of the property. The renovation includes a playground, basketball court, synthetic turf activity area, community garden, and a community room with a fully functional computer room. These new amenities provide an ideal location to facilitate a structured recreational program for the residents. Over the past few years, the HEM plaza has worked with various community-based organizations, which has brought on a different after-school program for the HEM. Most recently, the Village Project INC. provided academic enrichment services from 2022-2023.

The HEM plaza first reached out to the City in 2019 to run a similar program, but shortly after those discussions, the COVID pandemic hit, which ceased operations. Since May 2023, the City has been working with the management of the HEM to develop an after-school recreational service for the residents. After numerous discussions and site visits, the City and the HEM have worked out a plan to provide youth development, academic enrichment, and recreation programs for the youth residing in the HEM plaza.

The goal is to give all of the youth a structured environment where they can learn and grow while engaging with their fellow residents to help build a strong community within the HEM plaza.

The attached Memorandum of Understanding outlines the established agreement between the City of Seaside and the Hamilton, Ellis, and Martin Plaza.

### **FISCAL IMPACT**

The City and the HEM agree that entering into this Agreement is of mutual benefit to both Parties. Accordingly, the City shall provide Recreational Programs to HEM Plaza youth residents, and the HEM will pay the City the staff costs for the program. City staff working in the program are estimated to work the following hours in the Fiscal Year (July 1st – June 30th):

- Recreation Specialist (\$24.65 per hour) – 1560 hours per Fiscal Year
- Recreation Leader (\$18.21 per hour) – 999 hours per Fiscal Year

The ratios needed for the program are as follows:

- 1-20 participants - (1) Recreation Specialist, and two (2) Recreation Leaders
- 21-30 participants - (1) Recreation Specialist, and three (3) Recreation Leaders
- 31-40 participants - (1) Recreation Specialist, and four (4) Recreation Leaders
- 41-50 participants - (1) Recreation Specialist, and five (5) Recreation Leaders

The City will invoice the HEM by the 10th and 22nd of each month to ensure timely payment is rendered.

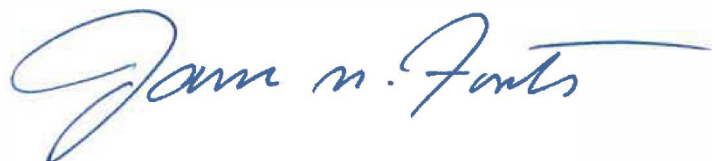
The HEM shall additionally pay for all supplies that are needed to operate a year-round recreational program, such as school & art supplies, board games, sports equipment, room furnishings, etc. The City will provide the HEM with a list of supplies needed on a quarterly basis, or as deemed necessary.

### **ATTACHMENTS**

1. Resolution 2023 HEM
2. 2023 HEM Plaza Agreement

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Reviewed for Submission to the City Council by:



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Jaime M. Fontes, City Manager

**RESOLUTION NO. 23-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY  
AND HAMILTON, ELLIS, AND MARTIN PLAZA.**

**WHEREAS,** City provides youth development, academic enrichment, and recreation activities and programs for the benefit of Hamilton, Ellis, and Martin Plaza and youth residing in the HEM Plaza; and

**WHEREAS,** City shall provide Recreational Programs to HEM Plaza youth residents, and the Community Partner will pay for all costs of the program.; and

**WHEREAS,** the City desires to provide structured programs to Hamilton, Ellis, and Martin Plaza residents who may otherwise not be able to attend such programs and services at other locations; and

**WHEREAS,** Hamilton, Ellis, and Martin Plaza desires that City provides after school recreational programs and services for residents of the Hamilton, Ellis, and Martin Plaza and City is willing to provide such Recreational Programs pursuant to the terms and conditions of this Agreement; and

**WHEREAS,** the City and Hamilton, Ellis, and Martin Plaza agree that it is mutually beneficial to enter into this Agreement in order to support the youth residents of the Hamilton, Ellis, and Martin Plaza.

**NOW THEREFORE, BE IT RESOLVED,** in accordance with the City's policies and the Agreement with the City and Hamilton, Ellis, and Martin Plaza enter into this agreement.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of September 2023 by the following vote:

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

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Ian N. Oglesby, Mayor

ATTEST:

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Dominique L. Davis, City Clerk

**AGREEMENT BETWEEN  
CITY OF SEASIDE AND HAMILTON, ELLIS, AND MARTIN PLAZA  
FOR  
RECREATIONAL PROGRAMS**

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This COMMUNITY PARTNERSHIP AGREEMENT FOR STUDENT SUPPORT SERVICES (“Agreement”) is made and entered into effective September 11, 2023 (the “Effective Date”), by and between the Hamilton, Ellis, and Martin Plaza, a limited partnership (“Community Partner”) and The City of Seaside, a Municipal corporation (“City”). City and Community Partner may each be referred to a “Party”, or together as the “Parties” in this Agreement

**RECITALS**

**WHEREAS**, City provides youth development, academic enrichment, and recreation activities and programs for the benefit of Community Partner and other youth residing in the HEM Plaza; and

**WHEREAS**, Community Partner believes that it is important to provide programming and services for residents residing in the HEM Plaza; and

**WHEREAS**, the City desires to provide structured programs to HEM Plaza residents who may otherwise not be able to attend such programs and services at other locations; and

**WHEREAS**, the Community Partner desires that City provides after school recreational programs and services for residents of the HEM Plaza and City is willing to provide such Recreational Programs pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, the City and Community Partner agree that it is mutually beneficial to enter into this Agreement in order to support the youth residents of the HEM Plaza.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the District and Community Partner agree as follows:

1. **Recreational Programs.** City agrees to provide to HEM Plaza youth residents in line with the current programs that is currently being offered at City recreational Facilities.
2. **Scheduling.** Recreational Programs shall be provided by City on the following days and times, as mutually agreed by the Parties: Monday-Friday, 2:00 p.m. – 6:00 p.m.
3. **Coordination with Community Partner.** City shall coordinate with Community Partner to facilitate the specific Recreational Programs to be provided only to HEM Plaza youth residents; however, the Parties understand and agree that City shall not be responsible for providing any programs outside the scope of what is normally offered at a City run Recreational Program. City



will provide daily attendant documentation to Community Partner on a weekly basis.

4. **City Staff.** City shall be solely responsible for the recruitment, evaluation, training, and all other aspects of the employment or engagement of City employees, agents, or volunteers (“City Staff”) to provide the Recreation Programs under this Agreement, and shall have sole responsibility for the payment of salaries, compensation and other remuneration to City Staff providing Recreational Programs under this Agreement, as well as all applicable federal, state, and local taxes, workers’ compensation insurance, and other related expenses, including but not limited to expenses for training, fingerprinting, and background checks.
5. **Term; Renewal.** This Agreement shall begin on September 11, 2023, and shall terminate on September 11, 2024 (“Term”), except if earlier terminated or suspended pursuant to Sections 6 and 7, below. The Parties may renew this Agreement by mutual written agreement.
6. **Termination.**
  - a. Termination for Convenience. Either Party may terminate this Agreement for convenience at any time by giving thirty (30) days advance written notice to the other Party, however the Parties may agree in writing to a shorter notice period.
  - b. Termination for Cause. Notwithstanding the foregoing, either Party may terminate this Agreement at any time by giving written notice to the non-terminating Party if the non-terminating Party materially breaches any of the terms of this Agreement, any act or omission of the non-terminating Party exposes the terminating Party to potential liability or may cause an increase in the terminating Party’s insurance premiums. Such termination shall be effective immediately upon receipt of the notice.
7. **Suspension in the Event of an Emergency Order.** In the event of an emergency order from federal, state, or local authorities requiring the complete closure of all Recreation Department programs, the Parties agree to suspend this Agreement as of the effective date of such emergency order.
8. **Charge for Recreational Programs.** The City and Community Partner agree that entering into this Agreement is of mutual benefit to both Parties. Accordingly, City shall provide Recreational Programs to HEM Plaza youth residents, and the Community Partner will pay for all costs for the program. City staff working in the program are estimated to work the following hours in a Fiscal Year (July 1st – June 30th):
  - Recreation Specialist (\$24.65 per hour) – 1560 hours per Fiscal Year
  - Recreation Leader (\$18.21 per hour) – 999 hours per Fiscal Year

The ratios needed for the program are as follows:

- 1-20 participants - (1) Recreation Specialist, and two (2) Recreation Leaders
- 21-30 participants - (1) Recreation Specialist, and three (3) Recreation Leaders
- 31-40 participants - (1) Recreation Specialist, and four (4) Recreation Leaders
- 41-50 participants - (1) Recreation Specialist, and five (5) Recreation Leaders

The City will invoice the Community Partner by the 10th and 22nd of each month to ensure timely payment is rendered.

9. **Program Resources and Supplies:** Community Partner shall additionally pay for all supplies that are needed to operate a year round recreational program such as; school & art supplies, board games, sports equipment, room furnishings...etc. The City will provide the Community Partner with a list of supplies needed on a quarterly basis, or as deemed necessary.
10. **City Qualifications.** City represents and warrants to Community Partner, and all City Staff, have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to provide the Recreational Programs pursuant to the terms of this Agreement. All City Staff providing Recreational Programs shall be competent to provide those Programs.
11. **Facilities, Equipment and Materials.** Except as otherwise agreed in writing by the Parties, the Community Partner shall provide adequate facilities and all necessary furniture, materials, equipment, and any other items for the provision of Recreation Programs. Notwithstanding the foregoing, Community Partner shall not be responsible for any damage or loss of any personal property owned and used by City while providing the Recreational Programs.
12. **Supervision.** The City shall provide appropriate supervision, including on-site monitoring and supervision to all City Staff providing Recreational Programs under this Agreement.
13. **Fingerprinting/Criminal Background Investigation Certification.** City shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Prior to having any contact with Hem Plaza youth residents all City Staff shall have been fingerprinted and completed background checks under procedures established by the California Department of Justice and the Federal Bureau of Investigation. City further agrees and acknowledges that if at any time during the Term of this Agreement Community Partner learns or becomes aware of additional information which differs in any way from the representations set forth above, or City adds personnel who will provide Recreational Programs under this Agreement, City shall immediately notify the Community Partner and prohibit any new personnel from having any contact with HEM Plaza residents until the fingerprinting and background check requirements set forth in this Section 12 have been satisfied.
14. **Tuberculosis Certification.** All City Staff providing Recreational Programs under this Agreement shall have received a TB test or risk assessment in full compliance with the requirements of Education Code section 49406. City shall maintain on file the certificates showing that the City Staff providing Recreational Programs under this Agreement were examined and found free from active TB. These forms shall be regularly maintained and updated by City and shall be available to Community Partner upon request or audit. City further agrees and acknowledges that all new personnel assigned to provide Recreational Programs under this Agreement after the Effective Date of this Agreement are subject to the TB certification requirements of Education Code section 49406 and shall be prohibited from having any contact with Community Partner residents until the TB certification requirements have been satisfied and Community Partner determines whether any contact is permissible.

15. **Confidential Information.** City and City Staff shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual resident information received from the Community Partner, including but not limited to residents names and other identifying information. City and City Staff shall not use such student information for any purpose other than providing the Recreational Programs under this Agreement. Upon termination of this Agreement, City shall return to Community Partner all records of any Community Partner residents created or received while providing Recreational Programs pursuant to this Agreement. City represents that it shall not publish or cause to be disseminated through any press release, public statement or marketing effort any information which is related to this Agreement without written approval of the Community Partner.

16. **Compliance with Law.**

- a. In the performance of their respective obligations under this Agreement, each Party agrees to comply with all applicable federal, state, and local laws, regulations, ordinances, policies, procedures, state executive orders, public health orders, and District policies and regulations (“Law”) as such Law may change from time to time.
- b. Neither Party shall unlawfully discriminate among persons under this Agreement on the basis of race, national origin, gender, age, creed, religion, marital status, sexual orientation, veteran status, disability, or any other basis prohibited by Law.

16. **Health and Safety.**

- a. The Community Partner shall ensure that the facilities have the necessary supplies for preventative sanitation measures, including but not limited to soap and water, disposable towels, tissues, and hand sanitizer.
- b. The Parties agree to notify each other as soon as practicable in the event that either Party should learn of any infectious disease or illness such as; COVID-19, Lice..etc If the infection is City Staff or at the Community Partner facility where the Recreational Programs are being provided. The identity of infected persons shall not be revealed.

17. **Independent Contractor Status.** While engaged in carrying out the terms and conditions of this Agreement, City is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the Community Partner and is not entitled to benefits of any kind or nature normally provided to employees of the Community Partner or to which Community Partner employees are normally entitled. City is engaged in an independently established trade, occupation or business to provide the services required by this Agreement and is hereby retained to provide specialized services for the Community Partner that are outside the usual course of the Community Partner business. City is free from the control and direction of the Community Partner in connection with the manner in which it provides the Recreational Programs to Community Partner.

18. **Indemnity.** Each Party agrees to indemnify, defend, and hold harmless the other Party and its respective trustees or directors, agents, officers, and employees from and against any and all claims, demands, lawsuits or other proceedings, bodily injury, property damages, personal injury, and other

liabilities and damages, including attorneys' fees and costs, arising out of the indemnifying Party's alleged or actual omission, act or negligence, in the performance or failure to perform its obligations under this Agreement. The indemnity, defense, and hold harmless obligations set forth herein shall survive the termination of this Agreement for any alleged or actual omission, act or negligence, in the performance or failure to perform its obligations under this Agreement that occurred during the Term of this Agreement.

**19. Insurance.**

- a. City Insurance. Without in any way limiting City's liability, or indemnification obligations set forth above, City shall secure and maintain throughout the Term of this Agreement the following insurance:
  - i. Comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 the aggregate. Such policy shall specifically state: "Coverage does not contain limitations of coverage or exclusions for molestation, sexual abuse, child abuse, or child endangerment" ;
  - ii. Commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence; and
  - iii. Worker's compensation insurance as required by Labor Code section 3200, *et seq.*

All insurance policies shall include an endorsement naming the Community Partner as additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to Community Partner. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by City and shall waive all rights of subrogation against Community Partner. A copy of the declarations page of City insurance policies shall be provided to the Community Partner upon request.

- b. Community Partner Insurance. Without in any way limiting the Community Partner's liability, or indemnification obligations set forth above, the Community Partner shall secure and maintain throughout the Term of this Agreement the following insurance:
  - i. Comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such policy shall specifically state: "Coverage does not contain limitations of coverage or exclusions for molestation, sexual abuse, child abuse, or child endangerment";
  - ii. Commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence; and
  - iii. Worker's compensation insurance as required by Labor Code section 3200, *et seq.*

All insurance policies shall include an endorsement naming City as additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has

been given to City. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by City. A copy of the declarations page of the Community Partner's insurance policies shall be provided to City upon request.

20. **Assignment/Successors and Assigns.** Neither Party shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.
21. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
22. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties.
23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Monterey, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
24. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to Community Partner at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.
25. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
26. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
27. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective parties to this Agreement.

\* \* \* \* \*

**Hamilton, Ellis, and Martin Plaza**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**City of Seaside**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

**TO:** City Council

**FROM:** Jaime M. Fontes, City Manager

**BY:** Dan Meewis, Recreation Director

**DATE:** September 7, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS FOR THE RECIPIENTS OF THE COMMUNITY SOCIAL SERVICES GRANT PROGRAM**

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### **RECOMMENDATION**

Adopt the resolution authorizing the City Manager to execute contracts for the community social services grant program.

### **BACKGROUND**

In 2020, the Council created the Community Social Services grant program and designated \$320,000 to enhance community and social services. In 2021, the council designated 1/3 of \$320,000 to new organizations / programs, recognizing the need to broaden the field of applicants so that newer organizations have an opportunity to be included for funding; and awarded an additional \$105,318 to fully fund the review committee recommendations. For fiscal year 2022/2023, the Council designated \$500,000 for the grant program, removing the 1/3 set aside designation. During the recent budget hearings, the Council decided to pre-assign the funds to Community Based Organizations in lieu of going through a lengthy application/review process as in the past 3 cycles.

### **Council Approved Community Based Organizations**

The following organizations were approved for funding by the City Council during the fiscal year 2023/2024 budget hearings:

| <b>Community Based Organization</b> | <b>Approved Funding Amount</b> |
|-------------------------------------|--------------------------------|
| Building Healthy Communities        | \$100,000.00                   |
| Village Project                     | \$100,000.00                   |
| Community Partnership for Youth     | \$100,000.00                   |

|                                                          |                     |
|----------------------------------------------------------|---------------------|
| Palenke Arts                                             | \$80,000.00         |
| Neighborhood Opportunity and Accountability Board (NOAB) | \$50,000.00         |
| CSUMB Intergovernmental Interns                          | \$50,000.00         |
| <b>6 CBO's</b>                                           | <b>\$480,000.00</b> |

These recipients are required to submit quarterly reports to the City of Seaside. This includes descriptions of special events, significant activities, major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program and other information as needed. If the organization does not meet the requirements set forth in the contract, the organization may forfeit the remaining funds for the funding cycle.

### **FISCAL IMPACT**

Funds for the program in the amount of \$480,000.00 were appropriated in the Fiscal Year 2023-24 budget and are paid from the City's General Fund.

Account #100-9250-4203

### **ATTACHMENTS**

1. CSS Grant Resolution 1
2. 2024-2025 CSS Grant MOU BHC
3. 2024-2025 CSS Grant MOU CPY
4. 2024-2025 CSS Grant MOU Palenke Arts
5. 2024-2025 CSS Grant MOU TVP

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Reviewed for Submission to the City Council by:

  
 Jaime M. Fontes, City Manager



## **RESOLUTION NO. XX-XX**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

#### **AUTHORIZING THE COMMUNITY SOCIAL SERVICES GRANT PROGRAM TO FULLY FUND THE CITY COUNCIL'S FISCAL YEAR 2023/24 APPROPRIATIONS**

**WHEREAS**, In 2020, Council created the Community Social Services grant program and designated \$320,000 to enhance community and social services; and

**WHEREAS**, On July 15, 2021, the council voted to designate 1/3 of \$320,000 to new organizations / programs, recognizing the need to broaden the field of applicants so that newer organizations have an opportunity to be included for funding; and

**WHEREAS**, For fiscal year 2022/2023, the Council designated 500,000 for the grant program, removing the 1/3 set aside designation; and

**WHEREAS**, On June 15, 2023, during the budget hearings the Council designated 480,000 for the grant program, and pre-determined which community based organizations would receive the funding; and

**WHEREAS**, Six organizations were identified for funding by Council, and those organizations are:

| <b>Community Based Organization</b>                      | <b>Awarded Amount</b> |
|----------------------------------------------------------|-----------------------|
| Building Healthy Communities                             | \$100,000.00          |
| Village Project                                          | \$100,000.00          |
| Community Partnership for Youth                          | \$100,000.00          |
| Palenke Arts                                             | \$80,000.00           |
| Neighborhood Opportunity and Accountability Board (NOAB) | \$50,000.00           |
| CSUMB Intergovernmental Interns                          | \$50,000.00           |

**WHEREAS**, recipients are required to submit quarterly reports to the City of Seaside. This includes descriptions of special events, significant activities, and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed; 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, the Community Social Services program contracts not to exceed \$480,000.00

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of September 2023 by the following vote:

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

APPROVED:

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Ian N. Oglesby, Mayor

ATTEST:

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Dominique Davis, City Clerk

APPROVED AS TO FORM:

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Sheri L. Damon, City Attorney

## **MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF SEASIDE AND ACTION COUNCIL / BUILDING HEALTHY COMMUNITIES**

This Memorandum of Understanding is made and entered into on January 1<sup>st</sup>, 2024, by and between the City of Seaside, (hereinafter "CITY"), and Action Council / Building Healthy Communities (hereinafter "ACTION / BHC").

### **I. PURPOSE**

This Memorandum of Understanding stands as evidence that CITY and ACTION / BHC intend to work together toward the mutual goal to enhance community and social services. Both parties believe the implementation of the Youth Leadership Academy program with Community Social Services Grant funding will further this goal. ACTION / BHC agrees to comply with the terms of the grant.

### **II. RESPONSIBILITIES/TERM/FUNDING**

1. The grant performance period is January 1, 2024, through and including December 31, 2024.
2. CITY reserves the right to reduce / end funding in case of a declared fiscal emergency.
3. CITY will contribute personnel to provide oversight to the Community Social Services Grant program, coordinate activities among the participants.
4. CITY will disburse grant funds on a quarterly basis. Grant disbursement is contingent upon receiving quarterly invoices and progress reports in a timely manner.
5. ACTION / BHC will report on the status grant funds on a quarterly basis. The report will include a description of special events, significant activities, and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed.
6. ACTION / BHC will send a follow up invoice for the quarterly grant disbursement, documenting expended funds and the 10% match requirement (exhibit A).

7. ACTION / BHC will present a status report to City Council, and April 2024, and a final report no later than January 2025.
8. ACTION / BHC will provide proof of 501c3 status as well as file a certificate of insurance prior to the execution of the contract agreement.
9. ACTION / BHC must have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and have a physical address.
10. Projects must be cost-effective and meet a significant community need and/or impact a substantial number of individuals.
11. ACTION / BHC will put together a very rough outline of curriculum and criteria for youth as well as the logistical needs for what the meetings will look like.
12. ACTION / BHC will implement the youth curriculum in the 8-week leadership academy that will seek to recruit a minimum of 40 youth from Seaside.
13. ACTION / BHC's leadership academy will include the planning of a youth summit that will serve as a launching point for future organizing work for the youth.
14. ACTION / BHC's implementation of summit with 100 youth from Seaside.
15. The total cost is \$110,000 and ACTION / BHC will receive \$100,000, which is covered by the CSS grant. ACTION / BHC will provide an in kind match of \$10,000
16. ACTION / BHC will provide City with records as requested pertaining to the enrollment and completion of program participants.
17. Grant funds can be used to supplement existing funds dedicated to the project, but may not replace (supplant) funds that have been appropriated for the same purpose
18. Intellectual property: Each party will retain exclusive interest in and ownership of its intellectual property developed under this

agreement. Nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party

### **III INDEMNIFICATION, NOTICES/TERMINATION/AUDIT AUTHORITY**

1. This MOU may be terminated without cause by either party upon thirty (30) days written notice.

2. CITY shall indemnify, defend and hold harmless ACTION / BHC, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

3. ACTION / BHC shall indemnify, defend and hold harmless CITY, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

4. Should either party to this agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and 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.

5. Any notices under this agreement shall be sent to ACTION / BHC or CITY by personal delivery, by electronic facsimile, or by certified mail, return receipt requested, postage prepaid in the United States Postal Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. The following names, titles, addresses and telephone numbers are designated by the parties:

Andrea Manzo, Executive Director  
Action Council  
295 Main Street, Suite 500  
Salinas CA 93901

Telephone: 831.783.1244 ext 106  
Fax: 831.783.1276

Jaime M. Fontes  
CITY OF SEASIDE  
City Manager  
440 Harcourt Avenue  
Seaside, CA 93955

6. ACTION / BHC shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this MOU; the accounting and control systems shall be satisfactory to CITY. CITY and ACTION / BHC' auditor shall be afforded access to the ACTION / BHC' records, books, correspondence and other data relating to this MOU. ACTION / BHC shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment, or for such longer period as may be required by law. In addition, ACTION / BHC agrees to make said records, books correspondence and other data relating to this MOU available to CITY at CITY'S principle place of business upon seventy-two (72) hours advance written notice. CITY shall at all times have the right to inspect the work, services, or materials. ACTION / BHC shall furnish all reasonable aid and assistance required by CITY for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve ACTION / BHC from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. ACTION / BHC shall provide CITY upon request, and/or upon completion of the program, with electronic files and copies of any documentation of program results to CITY at CITY'S principal of business.

8. The parties shall comply with all applicable federal, state and local laws and regulations in performing this agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Understanding to be executed on \_\_\_\_\_.

CITY OF SEASIDE

ACTION COUNCIL

By: \_\_\_\_\_  
Jaime M. Fontes  
Its: City Manager

By: \_\_\_\_\_  
Andrea Manzo  
Its: Executive Director

## EXHIBIT A

### Community Social Services Grant Reporting Guidelines

#### Quarterly Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to [dmeewis@ci.seaside.ca.us](mailto:dmeewis@ci.seaside.ca.us)
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting, i.e. November 1, – December 31, 2020.
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

#### Quarterly Report Submission Guidelines

Please submit a brief narrative on your program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

Invoice / Quarterly Reporting Period

Due Date

**\*\*Program Starts\*\***

January 1, 2024

1<sup>st</sup> Quarter Invoice Submission

January 10, 2024

(January, February, March)

1<sup>st</sup> Quarter back up documentation

April 11, 2024

1<sup>st</sup> Quarter Report submission

2<sup>nd</sup> Quarter Invoice Submission

(April, May, June)

**Status Report to Council**

**April 18, 2024**

2<sup>nd</sup> Quarter back up documentation

July 11, 2024

2<sup>nd</sup> Quarter Report submission

3<sup>rd</sup> Quarter Invoice Submission

(July, August, September)

3<sup>rd</sup> Quarter back up documentation

October 10, 2024

3<sup>rd</sup> Quarter report submission

4<sup>th</sup> Quarter Invoice Submission

(October, November, December)

4<sup>th</sup> Quarter back up documentation

January 2, 2025

4<sup>th</sup> Quarter report submission (final)

**Final Report to Council**

**January 16, 2025**



## **MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF SEASIDE AND COMMUNITY PARTNERSHIP FOR YOUTH**

This Memorandum of Understanding is made and entered into on January 1<sup>st</sup>, 2024, by and between the City of Seaside, (hereinafter "CITY"), and Community Partnership for Youth (hereinafter "CPY").

### **I. PURPOSE**

This Memorandum of Understanding stands as evidence that CITY and CPY intend to work together toward the mutual goal to enhance community and social services. Both parties believe the implementation of the mentor tutor program with Community Social Services Grant funding will further this goal. CPY agrees to comply with the terms of the grant.

### **II. RESPONSIBILITIES/TERM/FUNDING**

1. The grant performance period is January 1, 2024, through December 31, 2024.
2. CITY reserves the right to reduce / end funding in case of a declared fiscal emergency.
3. CITY will contribute personnel to provide oversight to the Community Social Services Grant program, coordinate activities among the participants.
4. CITY will disburse grant funds on a quarterly basis. Grant disbursement is contingent upon receiving quarterly invoices and progress reports in a timely manner.
5. CPY will report on the status grant funds on a quarterly basis. The report will include a description of special events, significant activities, and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed.
6. CPY will send a follow up invoice for the quarterly grant disbursement, documenting expended funds and the 10% match requirement (exhibit A).
7. CPY will present a status report to City Council, and April 2024, and

a final report no later than January 2025. .

8. CPY will provide proof of 501c3 status as well as file a certificate of insurance prior to the execution of the contract agreement.
9. CPY must have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and have a physical address.
10. Projects must be cost-effective and meet a significant community need and/or impact a substantial number of individuals.
11. CPY will continue operating and fully staff their mentor tutor program.
12. CPY will provide remote mentoring to students in the program as well as on site support at Ord Terrace, M.L. King School of the Arts, Highland, Del Rey Woods, Dual Language Academy Monterey Peninsula (DLAMP) with MPUSD's youth who are identified as needing the extra support. Some staff will be working 8 hours per day, while others attend high school and college and work while not at school.
13. The total cost is \$110,000 and CPY will receive \$100,000 which will be covered by the CSS grant. CPY will provide an in kind match of \$10,000.
14. CPY will provide City with records as requested pertaining to the enrollment and completion of program participants.
15. Grant funds can be used to supplement existing funds dedicated to the project, but may not replace (supplant) funds that have been appropriated for the same purpose

### **III INDEMNIFICATION, NOTICES/TERMINATION/AUDIT AUTHORITY**

1. This MOU may be terminated without cause by either party upon thirty (30) days written notice.
2. CITY shall indemnify, defend and hold harmless CPY, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without

limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

3. CPY shall indemnify, defend and hold harmless CITY, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

4. Should either party to this agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and 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.

5. Any notices under this agreement shall be sent to CPY or CITY by personal delivery, by electronic facsimile, or by certified mail, return receipt requested, postage prepaid in the United States Postal Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. The following names, titles, addresses and telephone numbers are designated by the parties:

Shari Hastey  
Community Partnership for Youth  
775 Kimball Avenue  
Seaside CA 93955  
Telephone: 831.595.1471

Jaime M. Fontes  
CITY OF SEASIDE  
City Manager  
440 Harcourt Avenue  
Seaside, CA 93955

6. CPY shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this MOU; the accounting and control systems shall be satisfactory to CITY. CITY and CPY' auditor shall be afforded access to the CPY' records, books, correspondence and other data relating to this MOU. CPY shall preserve these records, books, correspondence and other data relating to this

agreement for a period of four (4) years after final payment, or for such longer period as may be required by law. In addition, CPY agrees to make said records, books correspondence and other data relating to this MOU available to CITY at CITY'S principle place of business upon seventy-two (72) hours advance written notice. CITY shall at all times have the right to inspect the work, services, or materials. CPY shall furnish all reasonable aid and assistance required by CITY for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve CPY from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. CPY shall provide CITY upon request, and/or upon completion of the program, with electronic files and copies of any documentation of program results to CITY at CITY'S principal of business.

8. The parties shall comply with all applicable federal, state and local laws and regulations in performing this agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Understanding to be executed on \_\_\_\_\_.

CITY OF SEASIDE

COMMUNITY PARTNERSHIP FOR YOUTH

By: \_\_\_\_\_  
Jaime M. Fontes  
Its: City Manager

By: \_\_\_\_\_  
Shari Hastey  
Its: Executive Director

EXHIBIT A

## Community Social Services Grant Reporting Guidelines

### Quarterly Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to [dmeewis@ci.seaside.ca.us](mailto:dmeewis@ci.seaside.ca.us)
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting, i.e. November 1, – December 31, 2020.
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

### Quarterly Report Submission Guidelines

Please submit a brief narrative on your program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

#### Invoice / Quarterly Reporting Period

#### Due Date

\*\*Program Starts\*\*

January 1, 2024

1<sup>st</sup> Quarter Invoice Submission

January 10, 2024

(January, February, March)

1<sup>st</sup> Quarter back up documentation

April 11, 2024

1<sup>st</sup> Quarter Report submission

2<sup>nd</sup> Quarter Invoice Submission

(April, May, June)

**Status Report to Council**

**April 18, 2024**

2<sup>nd</sup> Quarter back up documentation

July 11, 2024

2<sup>nd</sup> Quarter Report submission

3<sup>rd</sup> Quarter Invoice Submission

(July, August, September)

3<sup>rd</sup> Quarter back up documentation

October 10, 2024

3<sup>rd</sup> Quarter report submission

4<sup>th</sup> Quarter Invoice Submission

(October, November, December)

4<sup>th</sup> Quarter back up documentation

January 2, 2025

4<sup>th</sup> Quarter report submission (final)

**Final Report to Council**

**January 16, 2025**

## **MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF SEASIDE AND PALENKE ARTS**

This Memorandum of Understanding is made and entered into on November 1<sup>st</sup>, 2024, by and between the City of Seaside, (hereinafter "CITY"), and Palenke Arts (hereinafter "PA").

### **I. PURPOSE**

This Memorandum of Understanding stands as evidence that CITY and PA intend to work together toward the mutual goal to enhance community and social services. Both parties believe the implementation of the Palenke Arts program with Community Social Services Grant funding will further this goal. PA agrees to comply with the terms of the grant.

### **II. RESPONSIBILITIES/TERM/FUNDING**

1. The grant performance period is January 1, 2024 through December 31, 2024.
2. CITY reserves the right to reduce / end funding in case of a declared fiscal emergency.
3. CITY will contribute personnel to provide oversight to the Community Social Services Grant program, coordinate activities among the participants.
4. CITY will disburse grant funds on a quarterly basis. Grant disbursement is contingent upon receiving quarterly invoices and progress reports in a timely manner.
5. PA will report on the status grant funds on a quarterly basis. The report will include a description of special events, significant activities, and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed.
6. PA will send a follow up invoice for the quarterly grant disbursement, documenting expended funds and the 10% match requirement (exhibit A).
7. PA will present a status report to City Council, and April 2024, and a

final report no later than January 2025.

8. PA will provide proof of 501c3 status as well as file a certificate of insurance prior to the execution of the contract agreement.
9. PA must have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and have a physical address.
10. Projects must be cost-effective and meet a significant community need and/or impact a substantial number of individuals.
11. CBO will continue operating and fully staff their multicultural arts program providing services to youth and families.
12. CBO will use funding for operational support so that they may provide programming in the following areas, piano, guitar, ballet folklórico, hip hop dance and visual arts.
13. The total cost is \$110,000 and PA will receive \$100,000 which will be covered by the CSS grant. CBO will provide an in kind match of \$10,000.
14. CBO will provide City with records as requested pertaining to the enrollment and completion of program participants.
15. Grant funds can be used to supplement existing funds dedicated to the project, but may not replace (supplant) funds that have been appropriated for the same purpose

### **III INDEMNIFICATION, NOTICES/TERMINATION/AUDIT AUTHORITY**

1. This MOU may be terminated without cause by either party upon thirty (30) days written notice.
2. CITY shall indemnify, defend and hold harmless PA, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because



of injury to property or injury to or death of persons, received or suffered by reason of this program.

3. PA shall indemnify, defend and hold harmless CITY, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

4. Should either party to this agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and 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.

5. Any notices under this agreement shall be sent to PA or CITY by personal delivery, by electronic facsimile, or by certified mail, return receipt requested, postage prepaid in the United States Postal Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. The following names, titles, addresses and telephone numbers are designated by the parties:

Juan L. Sanchez  
Palenke Arts  
Martin Luther King, Jr. School of the Arts  
1713 Broadway Ave, Seaside, CA 93955  
Telephone: (insert)

Jaime M. Fontes  
CITY OF SEASIDE  
City Manager  
440 Harcourt Avenue  
Seaside, CA 93955

6. CBO shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this MOU; the accounting and control systems shall be satisfactory to CITY. CITY and CBO' auditor shall be afforded access to the CBO' records, books, correspondence and other data relating to this MOU. CBO shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment, or for such longer period as may be required by law. In addition, CBO agrees to make said records, books

correspondence and other data relating to this MOU available to CITY at CITY'S principle place of business upon seventy-two (72) hours advance written notice. CITY shall at all times have the right to inspect the work, services, or materials. CBO shall furnish all reasonable aid and assistance required by CITY for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve CBO from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. CBO shall provide CITY upon request, and/or upon completion of the program, with electronic files and copies of any documentation of program results to CITY at CITY'S principal of business.

8. The parties shall comply with all applicable federal, state and local laws and regulations in performing this agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Understanding to be executed on \_\_\_\_\_.

CITY OF SEASIDE

PALENKE ARTS

By: \_\_\_\_\_  
Jaime M. Fontes  
Its: City Manager

By: \_\_\_\_\_  
Juan L. Sanchez  
Its: Executive Officer

#### EXHIBIT A

Community Social Services Grant Reporting Guidelines

### Quarterly Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to [dmeewis@ci.seaside.ca.us](mailto:dmeewis@ci.seaside.ca.us)
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting, i.e. November 1, – December 31, 2020.
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

### Quarterly Report Submission Guidelines

Please submit a brief narrative on your program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

#### Invoice / Quarterly Reporting Period

#### Due Date

\*\*Program Starts\*\*

January 1, 2024

1<sup>st</sup> Quarter Invoice Submission

January 10, 2024

(January, February, March)

1<sup>st</sup> Quarter back up documentation

April 11, 2024

1<sup>st</sup> Quarter Report submission

2<sup>nd</sup> Quarter Invoice Submission

(April, May, June)

Status Report to Council

April 18, 2024

2<sup>nd</sup> Quarter back up documentation

July 11, 2024

2<sup>nd</sup> Quarter Report submission

3<sup>rd</sup> Quarter Invoice Submission

(July, August, September)

3<sup>rd</sup> Quarter back up documentation

October 10, 2024

3<sup>rd</sup> Quarter report submission

4<sup>th</sup> Quarter Invoice Submission

(October, November, December)

4<sup>th</sup> Quarter back up documentation

January 2, 2025

4<sup>th</sup> Quarter report submission (final)

Final Report to Council

January 16, 2025

## **MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY OF SEASIDE AND THE VILLAGE PROJECT INC.**

This Memorandum of Understanding is made and entered into on January 1<sup>st</sup>, 2024, by and between the City of Seaside, (hereinafter "CITY"), and The Village Project Inc. (hereinafter "TVP").

### **I. PURPOSE**

This Memorandum of Understanding stands as evidence that CITY and TVP intend to work together toward the mutual goal to enhance community and social services. Both parties believe the implementation of the Therapeutic Services program with Community Social Services Grant funding will further this goal. TVP agrees to comply with the terms of the grant.

### **II. RESPONSIBILITIES/TERM/FUNDING**

1. The grant performance period is January 1, 2024, through December 31, 2024.
2. CITY reserves the right to reduce / end funding in case of a declared fiscal emergency.
3. CITY will contribute personnel to provide oversight to the Community Social Services Grant program, coordinate activities among the participants.
4. CITY will disburse grant funds on a quarterly basis. Grant disbursement is contingent upon receiving quarterly invoices and progress reports in a timely manner.
5. TVP will report on the status grant funds on a quarterly basis. The report will include a description of special events, significant activities, and major accomplishments, and quantitative information on the number of service hours, participants served, people completing or leaving the program, and other information as needed.
6. TVP will invoice for the quarterly grant disbursement, documenting expended funds and the 10% match requirement (Exhibit A).
7. TVP will present a status report to City Council, and April 2024, and a final report no later than January 2025.

8. TVP will provide proof of 501c3 status as well as file a certificate of insurance prior to the execution of the contract agreement.
9. TVP must have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and have a physical address.
10. Projects must be cost-effective and meet a significant community need and/or impact a substantial number of individuals.
11. TVP full-time therapist will provide 28-30 hours per week of direct therapy service to clients who are currently on The Village Project, Inc's waiting list.
12. TVP full-time therapist will provide therapy using a revised brief therapy model of 15 sessions per client, 1 session per week per client with the exception of client emergencies.
13. TVP full-time therapist will perform mental status exams, psychosocial assessment and develop provisional diagnoses for each client.
14. TVP full-time therapist will work cooperatively with clients to develop client-centered treatment plans which will serve as a guide for therapeutic work with the client.
15. TVP full-time therapist will meet with The Village Project, Inc's Clinical Director on a weekly basis for supervision as well as in regular group supervision meetings with the Clinical Director and the other therapists where the work with clients is shared with each other and peer input occurs.
16. TVP full-time therapist will strictly adhere to all Confidentiality and Health Insurance Portability and Accountability Act (HIPA) laws and regulations for the protection of clients.
17. TVP full-time Youth Intervention Specialist will be reviving the "One Circle" group that was halted as a result of the Pandemic.
18. TVP full-time Youth Intervention Specialist will continue working with his current caseload of families and youth and use his vast knowledge of the community and families to introduce himself to new youth and their families as needed.

19. TVP full-time Youth Intervention Specialist will use already tried and true methods of gaining trust with these youth in order to meet with them individually or groups.
20. TVP full-time Youth Intervention Specialist will maintain collaborative relationships with the Seaside Youth Resource Center, community youth organizations, faith institutions and with schools in order to provide students with a school-community continuum of care.
21. TVP full-time Youth Intervention Specialist will report in to the Executive Director/Clinical Director of The Village Project, Inc. on a regular basis for update purposes.
22. TVP full-time Youth Intervention Specialist will adhere to all Confidential and Health and Insurance Portability and Accountability Act (HIPA) laws and regulations for the protection of youth and families.
23. TVP full-time Youth Intervention Specialist's goal is to work with approximately 50-55 youth and their families throughout the period of this grant.
24. The total cost is \$110,000 and TVP will receive \$100,000 which will be covered by the CSS grant. TVP will provide an in kind match of \$10,000.
25. TVP will provide City with records as requested pertaining to the enrollment and completion of program participants.
26. Grant funds can be used to supplement existing funds dedicated to the project, but may not replace (supplant) funds that have been appropriated for the same purpose

### **III INDEMNIFICATION, NOTICES/TERMINATION/AUDIT AUTHORITY**

1. This MOU may be terminated without cause by either party upon thirty (30) days written notice.
2. CITY shall indemnify, defend and hold harmless TVP, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which

any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

3. TVP shall indemnify, defend and hold harmless CITY, its officers, agents, and employees, while acting as such, to the extent permitted by applicable law, from and against any claim, loss, damage, cost, expense, obligations or liability (including, without limitation, interest, penalties and attorney's fees in defending against the same) which any of them may become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of this program.

4. Should either party to this agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and 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.

5. Any notices under this agreement shall be sent to TVP or CITY by personal delivery, by electronic facsimile, or by certified mail, return receipt requested, postage prepaid in the United States Postal Service at the addresses set forth below. Notice shall be deemed effective upon delivery or transmission if delivered or sent by facsimile and on the third (3rd) day after mailing. The following names, titles, addresses and telephone numbers are designated by the parties:

Stacie Andrews, Executive Director  
THE VILLAGE PROJECT INC.  
1069 Broadway Avenue, Suites 200-201  
Seaside CA 93955  
Telephone: 831.392.1500

Jaime M. Fontes  
CITY OF SEASIDE  
City Manager  
440 Harcourt Avenue  
Seaside, CA 93955

6. TVP shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this MOU; the accounting and control systems shall be satisfactory to CITY. CITY and TVP' auditor shall be afforded access to the TVP' records, books, correspondence and other data relating to this MOU. TVP shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment, or for such longer period as may be required by law. In addition, TVP agrees to make said records, books



correspondence and other data relating to this MOU available to CITY at CITY'S principle place of business upon seventy-two (72) hours advance written notice. CITY shall at all times have the right to inspect the work, services, or materials. TVP shall furnish all reasonable aid and assistance required by CITY for the proper examination of the work or services and all parts thereof. Such inspection shall not relieve TVP from any obligation to perform said work or services strictly in accordance with the specifications or any modifications thereof and in compliance with the law.

7. TVP shall provide CITY upon request, and/or upon completion of the program, with electronic files and copies of any documentation of program results to CITY at CITY'S principal of business.

8. The parties shall comply with all applicable federal, state and local laws and regulations in performing this agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Understanding to be executed on \_\_\_\_\_.

CITY OF SEASIDE

THE VILLAGE PROJECT

By: \_\_\_\_\_  
Jaime M. Fontes  
Its: City Manager

By: \_\_\_\_\_  
Stacie Andrews  
Its: Executive Director

## EXHIBIT A

### Community Social Services Grant Reporting Guidelines

#### Quarterly Invoice Submission Guidelines

- Follow up documentation must be provided to show how grant funding was spent, including the 10% match.
- Please send an invoice with supporting documentation to [dmeewis@ci.seaside.ca.us](mailto:dmeewis@ci.seaside.ca.us)
- The invoice detailing spending must be written on your organizations letterhead.
- Please be sure to note which billing cycle your documentation is supporting, i.e. November 1, – December 31, 2020.
- Be sure to include your CSS grant reimbursement total on your invoice.
- Be sure to include your match funds total on your invoice. Specifying whether it's a cash match or in kind match per your contract agreement.
- Attach all receipts, supporting documentation and proof of your expenses, i.e. employee pay stubs, grocery receipts for your CSS program.
- Please include the name/ title and signature of the person submitting the invoice.

#### Quarterly Report Submission Guidelines

Please submit a brief narrative on your program accomplishments, challenges and special events. Include any pictures that Seaside can use for publication.

#### Invoice / Quarterly Reporting Period

**\*\*Program Starts\*\***

#### Due Date

January 1, 2024

1<sup>st</sup> Quarter Invoice Submission

January 10, 2024

(January, February, March)

1<sup>st</sup> Quarter back up documentation

April 11, 2024

1<sup>st</sup> Quarter Report submission

2<sup>nd</sup> Quarter Invoice Submission

(April, May, June)

**Status Report to Council**

**April 18, 2024**

2<sup>nd</sup> Quarter back up documentation

July 11, 2024

2<sup>nd</sup> Quarter Report submission

3<sup>rd</sup> Quarter Invoice Submission

(July, August, September)

3<sup>rd</sup> Quarter back up documentation

October 10, 2024

3<sup>rd</sup> Quarter report submission

4<sup>th</sup> Quarter Invoice Submission

(October, November, December)

4<sup>th</sup> Quarter back up documentation

January 2, 2025

4<sup>th</sup> Quarter report submission (final)

**Final Report to Council**

**January 16, 2025**



## **CITY OF SEASIDE STAFF REPORT**

**Item No.: 8.H.**

**TO:** City Council

**FROM:** Jaime M. Fontes, City Manager

**BY:** Samantha Alcaraz, Human Resources Analyst  
Sandra Floyd, Human Resources Director/Risk Manager

**DATE:** September 7, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE MODIFICATION OF  
THE POSITION CONTROL LIST TO ADD ONE SENIOR PLANNER  
AND DELETE ONE ASSOCIATE PLANNER POSITION IN THE  
PLANNING DIVISION**

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### **RECOMMENDATION**

Adopt a resolution amending the Fiscal Year 2023-2024 Budget, and modifying the Position Control List to reflect the organizational changes in the Planning Division to add one Senior Planner and delete one Associate Planner.

### **BACKGROUND**

The Planning Division performs mission-critical work to administer the City's General Plan and Zoning Ordinances, reviews development applications, oversees the front counter and phones, and plans for the future of the community to move the City forward.

The Planning Division is currently staffed with one Assistant Planner and one Senior Planner, which is insufficient for the volume and type of work being performed. In order to effectively move the Council's priorities forward and manage day-to-day operations, the addition of a Senior Planner is critical to assist with the increase in future city projects.

The modification of eliminating and adding these positions will provide greater efficiency in the operation of the City, enhance service levels, and will provide valuable support to the Planning Division.

### **FISCAL IMPACT**

The Finance Department is authorized to make any budget adjustments that are necessary as a result of these changes. Increased personnel costs for the remainder of the current fiscal year, including salary and benefits, are estimated at \$17,735.00. Increased costs on an annualized basis are estimated at \$26,603.00.

**ATTACHMENTS**

1. Resolution
- 

Reviewed for Submission to the City Council by:

  
Jaime M. Fontes, City Manager

**RESOLUTION NO. 22-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**AMENDING THE FISCAL YEAR 2023-2024 BUDGET AND MODIFY THE  
POSITION CONTROL ALLOCATION LIST**

**WHEREAS**, the Position Control List may be amended upon recommendation of the City Manager and approval by the City Council; and

**WHEREAS**, in order to provide greater efficiency in the operations of the City and enhance service levels, certain recommendations have been prepared; and

**WHEREAS**, there is a need to add one Senior Planner and delete one Associate Planner in the Planning Department; and

**WHEREAS**, the Senior Planner is assigned to the Seaside Management and Supervisory Employees' Association bargaining unit and paid a top step hourly salary of \$59.786; and

**WHEREAS**, one Associate Planner will be deleted from the position control list; and

**WHEREAS**, the addition of the Senior Planner position will enhance the City's services and will provide valuable support to the community; and

**WHEREAS**, the Finance Department is authorized to make any budget adjustments that are necessary because of this change.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Seaside hereby approve the modification of the Position Control Allocation List as proposed.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 7<sup>th</sup> day of September 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

---

Ian N. Oglesby, Mayor

ATTEST:

---

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

---

Sheri L. Damon, City Attorney



## **CITY OF SEASIDE STAFF REPORT**

**Item No.: 8.I.**

**TO:** City Council

**FROM:** Jaime M. Fontes, City Manager

**BY:** Samantha Alcaraz, Human Resources Analyst  
Sandra Floyd, Human Resources Director/Risk Manager

**DATE:** September 7, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE MODIFICATION OF  
THE POSITION CONTROL LIST TO ADD ONE PUBLIC AFFAIRS  
OFFICER/CITY CLERK AND DELETE ONE CITY CLERK  
POSITION**

---

### **RECOMMENDATION**

Adopt a resolution amending the Fiscal Year 2023-2024 Budget, and modifying the Position Control List to reflect the organizational changes in the City Clerk Department to add one Public Affairs Officer/City Clerk and delete one City Clerk position.

### **BACKGROUND**

The City proposes no changes to the Classification Plan but it is deemed necessary to make the necessary changes in order to align the City's needs to adhere to regulatory standards. The purpose of this item is to add a Public Affairs Officer/City Clerk. Currently, the position of City Clerk is performing all duties that fall under the classification of Public Affairs Officer/City Clerk.

The modification of eliminating and adding these positions will provide greater efficiency in the operations of the City, enhance service levels, and provide valuable support to the Department and community.

### **FISCAL IMPACT**

The change will result in increased personnel costs estimated at \$11,795.00 including salary and benefits.

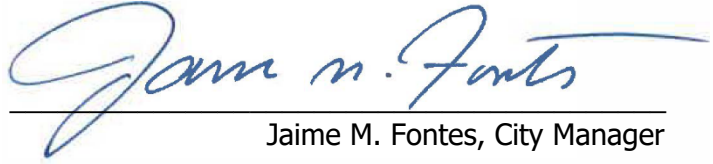
### **ATTACHMENTS**



1. Resolution

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Reviewed for Submission to the City Council by:



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Jaime M. Fontes, City Manager

**RESOLUTION NO. XX-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**AMENDING THE FISCAL YEAR 2023-2024 BUDGET AND MODIFY THE  
POSITION CONTROL ALLOCATION LIST**

**WHEREAS**, the Position Control List may be amended upon recommendation of the City Manager and approval by the City Council; and

**WHEREAS**, in order to provide greater efficiency in the operations of the City and enhance service levels, certain recommendations have been prepared; and

**WHEREAS**, there is a need to add one Public Affairs Officer/City Clerk and delete one City Clerk in the City Clerk Department; and

**WHEREAS**, the Public Affairs Officer/City Clerk is assigned to the Seaside Management and Supervisory Employees' Association bargaining unit and paid a top-step hourly salary of \$71.415; and

**WHEREAS**, one City Clerk will be deleted from the position control list; and

**WHEREAS**, the addition of the Public Affairs Officer/City Clerk position will enhance the City's services and will provide valuable support to the community; and

**WHEREAS**, there are no financial impacts to the budget because of this change.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Seaside hereby approve the modification of the Position Control Allocation List as proposed.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 7<sup>th</sup> day of September 2023, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

---

Ian N. Oglesby, Mayor

ATTEST:

---

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

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Sheri L. Damon, City Attorney



## **CITY OF SEASIDE STAFF REPORT**

**Item No.: 8.J.**

**TO:** City Council

**FROM:** Jaime M. Fontes, City Manager

**BY:** Nisha Patel, Public Works Director/City Engineer  
Carolyn Burke, Assistant Public Works Director

**DATE:** September 7, 2023

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING A PROFESSIONAL  
SERVICE AGREEMENT WITH SCHAAF & WHEELER TO DESIGN  
THE CONTINGENCY INTERTIE FROM SEASIDE MUNICIPAL  
WATER SYSTEM TO MARINA COAST WATER DISTRICT IN AN  
AMOUNT NOT TO EXCEED \$46,800.00**

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### **RECOMMENDATION**

Adopt a resolution authorizing a professional services agreement with Schaaf & Wheeler to provide design services for the Seaside Municipal Water System (SMWS) to Marina Coast Water District (MCWD) Intertie Project for an amount not to exceed \$46,800.00.

### **BACKGROUND**

The Seaside Municipal Water System (SMWS) serves about 800 connections with a service area that extends from La Salle Avenue south to Hilby Avenue, and from Yosemite Street east to General Jim Moore Blvd. Other portions of the City are served by California American Water (Cal Am) or by Marina Coast Water District (MCWD).

SMWS has a mutual aid agreement with Cal Am, and during maintenance periods SMWS purchases water from Cal Am. It costs more to purchase water than to pump it ourselves, so we only use this option during emergencies. Cal Am rates are anticipated to increase in the coming years to address desalination, recycled water, and other costs associated with augmenting Cal Am's water supply.

SMWS would like to ensure a reliable and affordable alternate water supply source for use during maintenance events and emergencies via construction of an emergency "intertie" between the SMWS and MCWD water systems. MCWD serves the portion of Seaside on the former Fort Ord, and has a water transmission main in General Jim

Moore Boulevard. The proposed intertie would consist of a 12-inch water main, water meter, and a pressure reducing valve station installed in San Pablo Avenue. The intertie would normally be closed, and when open it would allow MCWD to supply the City system.

In July 2023, staff requested a proposal from Schaaf & Wheeler to provide design services for the SMWS to MCWD Intertie Project. On August 24, 2023, Schaaf & Wheeler provided a proposal to prepare construction plans, specifications, and a cost estimate, as well as bid phase and construction support services for an amount not to exceed \$46,800.00. Schaaf & Wheeler estimates it will take three months to complete the design, depending on the availability of surveyor support. Staff reviewed the scope of work and fee in the proposal, and find it acceptable.

The professional services agreement with Schaaf & Wheeler would be in the amount not to exceed \$46,800.00, to be billed on a time and materials basis. A 10% contingency adds \$4,680.00 for a total of \$51,480.00 for development of the SMWS to MCWD Intertie Project plans.

Staff recommends adopting a resolution authorizing the City Manager to execute a professional services agreement with Schaaf & Wheeler for design services for the SMWS to MCWD Intertie project for an amount not to exceed \$46,800.00 and written amendments such that the total agreement does not exceed \$51,480.00.

### **FISCAL IMPACT**

The adopted fiscal year 2023/24 budget for the MCWD Intertie Project is \$325,000.00, and there are sufficient funds in the Project account (No. 401-8910-9570) to fund the contract with Schaaf & Wheeler.

### **ATTACHMENTS**

1. Resolution
2. Professional Services Agreement

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Reviewed for Submission to the City Council by:

  
Jaime M. Fontes, City Manager

## **RESOLUTION NO. 23-XX**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

#### **AUTHORIZING THE PROFESSIONAL SERVICES AGREEMENT WITH SCHAAF & WHEELER TO PROVIDE DESIGN SERVICES FOR THE SEASIDE MUNICIPAL WATER SYSTEM TO MARINA COAST WATER DISTRICT INTERTIE PROJECT FOR AN AMOUNT NOT TO EXCEED \$46,800.00**

**WHEREAS**, the Seaside Municipal Water System (SMWS) to Marina Coast Water District (MCWD) Intertie project (Project) is adopted in the fiscal year 2023/2024 Capital Improvement Program (CIP) annual budget; and

**WHEREAS**, Schaaf & Wheeler is on the City approved list of design consultants to perform professional and technical services for implementation of the CIP; and

**WHEREAS**, Staff requested a proposal from Schaaf & Wheeler to provide design services for the SMWS to MCWD Intertie project; and

**WHEREAS**, on August 24, 2023, Schaaf & Wheeler provided a proposal to prepare construction plans, specifications, and a cost estimate, as well as bid phase and construction support services for the project in the amount not to exceed \$46,800.00; and

**WHEREAS**, Schaaf & Wheeler has prepared similar plans for water systems for the City of Seaside and numerous other agencies in the Monterey Bay Area; and

**WHEREAS**, to complete the design of the SMWS to MCWD Intertie project, Schaaf & Wheeler will provide: project management and meeting attendance; survey data; preparation of draft plans, cost estimates, and specifications; calculations for the water meter and pressure reduction valve (PRV) sizing with two PRV configurations; preparation of a plat and legal description for the water meter and PRV easement; preparation of final plans, cost estimate, and specifications; attendance at the pre-bid conference and response to bidder requests for information; pre-construction conference attendance; and preparation of record drawings; and

**WHEREAS**, Staff reviewed the scope of work and fee in the proposal, and finds it acceptable; and

**WHEREAS**, an amount of \$4,680.00 contingency, 10% of the contract value, should be authorized on an as required basis; and

**WHEREAS**, the adopted fiscal year 2023/24 budget for the SMWS to MCWD

Intertie Account (No. 401-8910-9570) is \$325,000; and

**WHEREAS**, there are sufficient funds in the MCWD Intertie Account to fund the design services for the SMWS to MCWD Intertie project by Schaaf & Wheeler.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Seaside authorizes the City Manager to execute a Professional Services Agreement with Schaaf & Wheeler to provide design services for the SMWS to MCWD Intertie project for an amount not to exceed \$46,800.00 and written amendments such that the total agreement does not exceed \$51,480.00.

**PASSED AND ADOPTED** at a regular City Council meeting of the City of Seaside duly held on the 7th day of September, 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  
DESIGN PROFESSIONAL SERVICE AGREEMENT  
FOR CONSTRUCTION PROJECTS  
SEASIDE MUNICIPAL WATER SYSTEM – MCWD INTERTIE**

THIS AGREEMENT, is made and effective **SEPTEMBER 7, 2023**, between the City of Seaside, a municipal corporation ("Agency") and **SCHAAF & WHEELER, A CORPORATION** ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. 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 **JUNE 30, 2024**, unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES**

Consultant shall perform the tasks described and set forth in **Exhibit A**, 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**.

**3. PERFORMANCE**

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

**4. AGENCY MANAGEMENT**

Agency's City Engineer shall represent Agency in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. Agency's City Manager shall be authorized to act on Agency's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

**5. PAYMENT**



(a) The Agency agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in **Exhibit A**, 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 **FORTY-SIX THOUSAND EIGHT HUNDRED DOLLARS (\$46,800.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency City Manager and Consultant at the time Agency's written authorization is given to Consultant for the performance of said services.

(c) Consultant 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 Agency disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

## **6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The Agency may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the Agency 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 Agency shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the Agency. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the Agency pursuant to Section 3.

## **7. DEFAULT OF CONSULTANT**

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

(b) If the Agency Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant 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 the Consultant fails to cure its default within such period of time, the Agency 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.

## **8. OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Agency that relate to the performance of services under this Agreement. Consultant 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. Consultant shall provide free access to the representatives of Agency or its designees at reasonable times to such books and records; shall give Agency the right to examine and audit said books and records; shall permit Agency to make transcripts therefrom 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 for a 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.

## **9. INDEMNITY AND DEFENSE**

### **(a) Indemnification and Defense for Professional Services**

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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.

### **(b) For All Other Liabilities**

Notwithstanding the foregoing and without diminishing any rights of Agency under Section 9.A, for any liability, claim, demand, allegation against Agency arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless Agency, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the Agency, except for the sole or active negligence of, or willful misconduct of the Agency.

## **10. INSURANCE**

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

#### **11. INDEPENDENT CONSULTANT**

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

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

#### **12. LEGAL RESPONSIBILITIES**

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

#### **13. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the Agency in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Agency will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, 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 the City to any and all remedies at law or in equity.

**14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of Agency, 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.

**15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without Agency's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency 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 Agency. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Agency notice of such court order or subpoena.

(b) Consultant shall promptly notify Agency should Consultant, its officers, employees, agents, or subconsultants 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 thereunder or with respect to any project or property located within the Agency. Agency retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with Agency and to provide the opportunity to review any response to discovery requests provided by Consultant. However, Agency's right to review any such response does not imply or mean the right by Agency to control, direct, or rewrite said response.

**16. 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 Agency: City of Seaside  
440 Harcourt Ave  
Seaside, CA 93955  
Attention: City Clerk

To Consultant: SCHAAF & WHEELER  
3 QUAIL FUN CIRCLE, STE. 100  
SALINAS, CA 93907

## **17. ASSIGNMENT**

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 Agency. Because of the personal nature of the services to be rendered pursuant to this Agreement, **ANDREW A. STERBENZ, P.E.** shall be the Project Manager and Engineer of Record for the services described in this Agreement.

**ANDREW A. STERBENZ, P.E.** may use assistants, under its direct supervision, to perform some of the services under this Agreement. Consultant shall provide Agency fourteen (14) days' notice prior to the departure of **ANDREW A. STERBENZ, P.E.** from Consultant's employ. Should he/she leave Consultant's employ, the Agency 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 Governing Board and the Consultant.

## **18. LICENSES**

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

## **19. GOVERNING LAW**

The Agency and Consultant 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 the municipal, superior, or federal district court with jurisdiction over the Agency.

**20. 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.

**21. WORK SCHEDULED/TIME OF COMPLETION**

Consultant shall complete the outlined scope of work in a timely manner within the time frame per "Section 1. Term" of this contract.

**22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

Consultant is bound by the contents of Agency's Request for Proposal, **Exhibit "C"** hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, **Exhibit "A"** hereto. In the event of conflict, the requirements of Agency's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

CONSULTANT: Schaaf & Wheeler

By:

  
ANDREW A STERBENZ, P.E.

Date: 8/31/2023

City of Seaside  
A Municipal Corporation

\_\_\_\_\_  
Jaime M. Fontes, City Manager

Date:\_\_\_\_\_

|              |           |                                    |
|--------------|-----------|------------------------------------|
| Attachments: | Exhibit A | Scope of Work/Consultant Proposal  |
|              | Exhibit B | Insurance Requirements Request for |
|              | Exhibit C | Proposal                           |
|              | Exhibit D | Resolution Approving On-Call List  |



EXHIBIT A

SCOPE OF WORK/CONSULTANT PROPOSAL

## **EXHIBIT A**

### **Schaaf & Wheeler** CONSULTING CIVIL ENGINEERS

3 Quail Run Circle, Suite 101  
Salinas, CA 93907  
831-883-4848

August 24, 2023

City of Seaside, Public Works Department  
Attn: Ms. Nisha Patel, PE  
440 Harcourt Avenue  
Seaside, CA 93955

**Subject: Proposal for Design of the SMWS-MCWD Inter-tie**

Dear Nisha:

Schaaf & Wheeler is pleased to propose engineering services for the **Design of the Seaside Municipal Water System (SMWS) to Marina Coast Water District (MCWD) Inter-tie**. The City and District have entered into a mutual aid agreement and would like to install a water system inter-tie to provide as-needed emergency supply to the SMWS. MCWD has an existing transmission main in General Jim Moore Blvd, along the west edge of the SMWS service area. The proposed inter-connection would be made in San Pablo Avenue, and will require a pipeline, meter and pressure reducing valve station.

Schaaf & Wheeler will design the inter-tie. Whitson Engineers will prepare the topographic survey and the easement description. Our detailed scope of work and fee estimate are attached. We estimate the design will take two to three months to complete, depending upon the availability of surveyor support. Our estimated fee for design, bidding and construction support is \$46,800. Costs will be billed on a time and materials basis, with a not-to-exceed limit. Our 2023 charge rate schedule is attached.

We thank you for this opportunity to propose services for the **Design of the SMWS-MCWD Inter-tie**. Should you need any further information, please contact me at (831) 883-4848 or [asterbenz@swsy.com](mailto:asterbenz@swsy.com).

Sincerely,  
**Schaaf & Wheeler**



Andrew A. Sterbenz, PE  
Vice President

**EXHIBIT A**

### Project Understanding

The Seaside Municipal Water System (SMWS) serves approximately 800 connections. The service area is roughly bounded by General Jim Moore Blvd on the east, LaSalle Avenue on the north, Yosemite Street on the west and Hilby Avenue on the south. The water system currently has a single active water well and an emergency inter-tie with the California American Water Company system, which is adjacent to the SMWS service area. The Marina Coast Water District (MCWD) serves the portion of Seaside on the former Fort Ord, and has a water transmission main installed in General Jim Moore Blvd. The MCWD main connects to their D-Zone, which has a maximum HGL of 510-ft. The SMWS system has a maximum HGL of 387-ft. The City of Seaside and MCWD would like to install an emergency intertie between their water systems. The intertie would be one-way (from MCWD to SMWS). Configuring the connection for return flow would require a pump station or piping directly from SMWS Well 4.

The proposed inter-tie would be installed in San Pablo Avenue and include a 12-inch water main, a water meter and a pressure reducing valve (PRV) station. The connection would be normally closed. When open, it would allow MCWD to supply the City system. The meter and PRV station would be owned by MCWD, so an easement will be required for those facilities.

### Scope of Work

1. Project Management and Meetings
  - 1.1. Schaaf & Wheeler will manage the project and prepare and submit monthly invoices and progress reports.
  - 1.2. Schaaf & Wheeler will attend review meetings with City and District staff following the 60% and 90% submittals.
  - 1.3. The Schaaf & Wheeler team will attend meetings with City and District staff and other agencies as needed to complete the design and analysis.
2. Preliminary (60% design)
  - 2.1. Whitson Engineers will prepare a topographic survey of San Pablo Avenue from General Jim Moore Blvd to Juarez Street. The survey will pick up all visible utility vaults and covers.
  - 2.2. Schaaf & Wheeler will obtain utility data from PG&E to supplement the topographic survey.
  - 2.3. Schaaf & Wheeler will prepare 60% plans, technical specifications and construction cost estimates for the project, with supporting calculations for the meter and PRV sizing. Plans will be on Arch-D sized sheets. The preliminary list of plan sheets is provided below. Specifications will be provided on a plan sheet, incorporating the applicable Caltrans, City and MCWD standards. The PRV station may be configured in two ways, either as (1) an altitude valve opens at low pressure to refill the system water tanks and then closes when the tanks are full, or (2) as a continuous source of supply that would keep the tanks full at all times. The first option is recommended but we will analyze both.
  - 2.4. Deliverable: 60% plans, specifications, and construction cost estimate. Plans will be submitted in half-size.

3. 90% Design
  - 3.1. Schaaf & Wheeler will update the plans and specifications per the City and District review comments. The 90% update will include additional details and callouts on the plan sheets.
  - 3.2. Whitson Engineers will prepare a plat and legal description for the water meter/PRV easement. If needed, Schaaf & Wheeler will prepare the grant of easement document for the City.
  - 3.3. Deliverables:
    - 3.3.1. 90% plans, specifications, and construction cost estimate. Plans will be submitted in half-size.
    - 3.3.2. Survey plat and legal description for the proposed easement.
4. Final Design
  - 4.1. Schaaf & Wheeler will update the plans and specifications per the City and District review comments. We will also populate the design information in the City's front-end bid and contract documents. Final plans will be sealed by California Registered Engineer.
  - 4.2. Whitson Engineers will update the easement plat and legal description per the City and District review comments. The final documents will be sealed by a California Registered Land Surveyor.
  - 4.3. Deliverables:
    - 4.3.1. Signed and sealed plans, specifications and final cost estimate.
    - 4.3.2. Signed and sealed easement description.
5. Bid Phase Support
  - 5.1. Schaaf & Wheeler will attend the pre-bid conference, respond to bidder requests for information and prepare clarifications or addenda as needed. We assume two addenda will be issued.
  - 5.2. If requested, Schaaf & Wheeler will tabulate the bid results and evaluate bidder qualifications.
6. Construction Phase Support
  - 6.1. Schaaf & Wheeler will attend the pre-construction conference, respond to contractor requests for information, review submittals and prepare clarifications as needed.
  - 6.2. Schaaf & Wheeler will prepare record drawings based upon the Contractor and Inspector's red-lined mark-ups.
7. Assumptions and Limitations
  - 7.1. The project is categorically exempt from CEQA (pipeline under one mile).
  - 7.2. The project only includes a one-way connection from MCWD to SMWS, and does not require a system modification to facilitate sending flow back to MCWD.

Preliminary Drawing List

G1.0 Title and Location

G1.1 General Notes, Legend and Abbreviations

C1.0 Specifications and Survey Control

C1.1 Pipeline Plan and Profile

C2.0 to C2.2 Details

**Schaaf & Wheeler**  
CONSULTING CIVIL ENGINEERS

Client: City of Seaside  
Project: SMWS-MCWD Inter-tie  
Task:  
Estimate Date: 8/24/2023

| NO. | TASK ITEMS<br>DESCRIPTION                        | PRINCIPAL<br>PROJ MGR<br>\$275 | SEN<br>PROJ MGR<br>\$250 | SENIOR<br>ENG<br>\$235 | ASSOC<br>ENG<br>\$210 | ASST<br>ENG<br>\$195 | SUBTOTAL<br>M.H.'S | IN-HOUSE<br>LABOR<br>COSTS \$ | IN-HOUSE<br>MATERIAL<br>COSTS \$ | WHITSON<br>ENGR<br>SURVEY | TOTAL<br>COSTS \$<br>W/ MARK-UP |
|-----|--------------------------------------------------|--------------------------------|--------------------------|------------------------|-----------------------|----------------------|--------------------|-------------------------------|----------------------------------|---------------------------|---------------------------------|
| 1   | <b>Project Management</b>                        |                                |                          |                        |                       |                      |                    |                               |                                  |                           |                                 |
|     | Coordinate with Subs                             | 4                              |                          |                        |                       |                      | 4                  | \$1,100                       |                                  |                           | \$1,100                         |
|     | Review meetings at 60% and 90%                   | 4                              |                          |                        |                       | 4                    | 8                  | \$1,880                       |                                  |                           | \$1,880                         |
| 2   | <b>60%Design</b>                                 |                                |                          |                        |                       |                      |                    |                               |                                  |                           |                                 |
|     | Topographic Survey                               | 2                              |                          |                        |                       | 2                    | 4                  | \$940                         |                                  | \$11,150                  | \$12,926                        |
|     | Prepare 60% Plans, Specifications and Estimate   | 4                              |                          |                        |                       | 32                   | 36                 | \$7,340                       |                                  |                           | \$7,340                         |
| 3   | <b>90% Deisgn</b>                                |                                |                          |                        |                       |                      |                    |                               |                                  |                           |                                 |
|     | Prepare 90% Plans, Specifications and Estimate   | 4                              |                          |                        |                       | 12                   | 16                 | \$3,440                       |                                  |                           | \$3,440                         |
|     | Prepare Easement                                 | 2                              |                          |                        |                       | 4                    | 6                  | \$1,330                       |                                  | \$2,350                   | \$3,856                         |
| 4   | <b>Final Deisgn</b>                              |                                |                          |                        |                       |                      |                    |                               |                                  |                           |                                 |
|     | Prepare Final Plans, Specifications and Estimate | 4                              |                          |                        |                       | 8                    | 12                 | \$2,660                       | \$500                            |                           | \$3,198                         |
| 5   | <b>Bid Phase Support</b>                         |                                |                          |                        |                       |                      |                    |                               |                                  |                           |                                 |
|     | Attend Pre-Bid Conference, prepare meeting notes |                                |                          |                        |                       | 2                    | 2                  | \$390                         |                                  |                           | \$390                           |
|     | Respond to RFIs (assume 2)                       | 2                              |                          |                        |                       | 2                    | 4                  | \$940                         |                                  |                           | \$940                           |
|     | Prepare Addenda or Clarifications (assume 2)     | 2                              |                          |                        |                       | 2                    | 4                  | \$940                         |                                  |                           | \$940                           |
| 6   | <b>Construction Phase Support</b>                |                                |                          |                        |                       |                      |                    |                               |                                  |                           |                                 |
|     | Construction meetings (assume 4)                 | 4                              |                          |                        |                       | 10                   | 14                 | \$3,050                       |                                  |                           | \$3,050                         |
|     | Construction RFIs (assume 2)                     | 4                              |                          |                        |                       | 6                    | 10                 | \$2,270                       |                                  |                           | \$2,270                         |
|     | Construction Submittal Review (assume 5)         | 2                              |                          |                        |                       | 18                   | 20                 | \$4,060                       |                                  |                           | \$4,060                         |
|     | Prepare record drawings                          | 2                              |                          |                        |                       | 4                    | 6                  | \$1,330                       |                                  |                           | \$1,330                         |
|     | <b>Total</b>                                     | <b>40</b>                      | <b>0</b>                 | <b>0</b>               | <b>0</b>              | <b>106</b>           | <b>146</b>         | <b>\$31,670</b>               | <b>\$500</b>                     | <b>\$13,500</b>           | <b>\$46,720</b>                 |
|     | <b>ROUNDED TOTAL</b>                             |                                |                          |                        |                       |                      |                    |                               |                                  |                           | <b>\$46,800</b>                 |

Mark-up: 7.5%

**EXHIBIT A**

**Schaaf & Wheeler**  
**CONSULTING CIVIL ENGINEERS**

4699 Old Ironsides Dr., Suite 350  
Santa Clara, CA 95054-1860  
408-246-4848

## **Hourly Charge Rate Schedule**

### **Personnel Charges**

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current rates by classification are listed below:

| <b>Classification</b>     | <b>Rate/Hr</b> | <b>Classification</b>       | <b>Rate/Hr</b> |
|---------------------------|----------------|-----------------------------|----------------|
| Principal Project Manager | \$275          | Construction Manager        | \$250          |
| Senior Project Manager    | \$250          | Senior Resident Engineer    | \$235          |
| Senior Engineer           | \$235          | Resident Engineer           | \$210          |
| Associate Engineer        | \$210          | Assistant Resident Engineer | \$190          |
| Assistant Engineer        | \$195          |                             |                |
| Junior Engineer           | \$185          |                             |                |
| Designer                  | \$175          |                             |                |
| GIS Analyst               | \$175          |                             |                |
| Technician                | \$160          |                             |                |
| Engineering Trainee       | \$135          |                             |                |

### **Litigation Charges**

Work done in preparation for litigation and other very high level-of-expertise assignments is charged at \$400 per hour. Court or deposition time as an expert witness is charged at \$500 per hour.

### **Materials and Services**

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

Effective 1/1/23

**EXHIBIT A**

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

Without limiting Consultant's indemnification of Agency, and prior to commencement of Work, Consultant 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.

*Note: Verify minimum limit for each coverage with Risk Manager.*

**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.

**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 (3) years after completion of the services required by this Agreement.

*Note: May need to delete workers' compensation and employer's liability insurance requirements for certain sole proprietorships, partnerships, or corporations without employees.*

**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.



*Note: If the required limits for general liability, auto and employer's liability are \$1 million or less, the following paragraph may be omitted.*

**Umbrella or excess liability insurance.** [Optional depending on limits required]. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits 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 if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence 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.

#### **Other provisions or requirements**

**Proof of insurance.** Consultant 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.** Consultant 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 Consultant, his agents, representatives, employees or subconsultants.

**Primary/noncontributing.** Coverage provided by Consultant 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.

**Agency's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications 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 Consultant or Agency will withhold amounts sufficient to pay premium from Consultant 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 VI (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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant 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).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant 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 Consultant maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

**Notice of cancellation.** Consultant 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, and 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 Consultant'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.** Consultant 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 Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant 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. Consultant 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 specifications.** 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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the Agency and Consultant may renegotiate Consultant'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.** Consultant shall give Agency prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Consultant 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.

# REQUEST FOR QUALIFICATIONS ON-CALL CONSULTANTS - ENGINEERING FOR CITY OF SEASIDE

## Table of Contents

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## Introduction

The City of Seaside (City) seeks Request for Qualifications (RFQs) from qualified consulting firms or individuals to provide On-Call Engineering Services for miscellaneous undetermined projects. The selected engineering firms may be requested to help with the design of federal, state and locally funded capital improvement projects. The City intends to select multiple consultants for a three-year period, with the option of two (2) one-year extensions through mutual consent between the City and the chosen Consultant(s). Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Selection will be based on demonstrated expertise in providing support to the City of Seaside Public Works and Engineering Department.

## Proposal Requirements

Statement of Qualifications (SOQ) must be received by 5:00 PM Friday, April 22, 2022 at the following address:

City of Seaside  
440 Harcourt Avenue  
Seaside, CA 93955

SOQ received after this deadline will not be accepted. Incomplete responses that do not conform to the requirements specified herein will not be considered. The SOQ and any accompanying documents shall be submitted in a sealed envelope with the words “**On-Call Consultants-Engineering**” clearly marked in the lower left-hand corner of the envelope. Three bound copies, plus one electronic copy submitted on CD, USB flash drive, or by email to [pwinfo@ci.seaside.ca.us](mailto:pwinfo@ci.seaside.ca.us), containing an Adobe pdf copy, should be submitted.

## EXHIBIT C

City of Seaside-Statement of Qualifications  
On-Call Consultants - Engineering

### *Statement of Qualifications Submittal Requirements*

The SOQ should include the following information:

1. Name of proposer and principal contact person, including office location, address, telephone number, fax numbers and e-mail address.
2. Brief description and history of the proposed project team and experience of the principal contact. Clearly describe project team member's experience in work described under "Preliminary Scope of Services". Describe the average project size and scope of the team member's past projects.
3. Provide as exhibits, listings of your firm's and its principals' and project teams experience demonstrating their capabilities and qualifications to perform the assigned task as described in the "Preliminary Scope of Services". For each individual, provide current professional registrations, related experience, educational background and years of experience with the team.
4. Enclosed is a copy of the City's standard contract, which stipulates, among other things, insurance requirements. Please confirm that the project team can accept the terms of the contract and has the required insurance, or can acquire insurance, that meets the minimum standards.
5. Please provide at least three professional references. Indicate which references are public agencies for which the project team, or its principals, have provided services for within the past five years.
6. Standard Hourly Fees: Provide your standard hourly fees by job classification and billing criteria for providing the services described in this RFQ in a separate sealed envelope. Do not provide in the response to this request as an exhibit or in the body of the response

The SOQ will be limited to 10 numbered pages including title sheet and cover letter if provided. Minimum font size is 12. Page size is limited to letter size with no fold-outs. Submittals must be printed on both sides of the paper. A clear front and back cover shall be provided and the front and back clear cover will not count towards the 10 page limit.

### **Schedule for Selection Process**

The proposed consultant selection schedule is as follows.

|                                  |                               |
|----------------------------------|-------------------------------|
| Release RFQ                      | Thursday, March 24, 2022      |
| Questions Due                    | Friday, April 8, 2022         |
| Proposal due                     | Friday, April 22, 2022        |
| Proposal Ranking                 | April 24, 2022 – May 20, 2022 |
| Consultant Award (if applicable) | Friday, May 27, 2022          |

## Questions Regarding This Project

All questions and/or contacts regarding this Request should be directed to:

Patrick Grogan  
City of Seaside-Engineering Division  
440 Harcourt Avenue  
Seaside, CA 93955  
E-mail: [pgrogan@ci.seaside.ca.us](mailto:pgrogan@ci.seaside.ca.us) or [pwinfo@ci.seaside.ca.us](mailto:pwinfo@ci.seaside.ca.us)  
Phone (831) 899-6885

## Form of Agreement

A copy of the City of Seaside Consultant Contract is included herewith.

## Evaluation and Rating Criteria

City staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Consultants do not need to be able to provide all services described in the “Preliminary Scope of Services,” below. Staff may conduct interviews if necessary. References may also be verified. The SOQ review will focus upon the following criteria:

1. Experience and demonstrated ability of the team. – 25 points
2. Appropriate relevant experience and skills of personnel (principals, project managers and other key personnel). – 30 points
3. Prime consultant and sub-consultants experience in providing similar projects. – 15 points
4. Client References. – 10 points
5. Overall quality of the response and conformance with SOQ requirements for content (reference Proposal and Submittal Requirements). – 20 points

SOQs will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms/individuals who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms/individuals selected for interview will be contacted at that time to arrange the date and time for their interview.

## PRELIMINARY SCOPE OF SERVICES

Consultant is required to provide engineering design and professional services for various projects to be implemented throughout the City. The scope of work under this contract may include but not be limited to the following:

### A. Engineering Services

Design, Survey and Geometrics  
Pavement Evaluation, Design and Testing  
Pavement Management Program Evaluation and Report

## EXHIBIT C

City of Seaside-Statement of Qualifications  
On-Call Consultants - Engineering

Hydrology/Hydraulic Analysis  
Structural Analysis and Design  
Well Design and Rehabilitation  
Water System Design and Rehabilitation  
Storm Drain System Design and Rehabilitation  
Value Engineering  
Seismic Evaluations  
Construction Phase Services

### B. Professional Services

Disabled Accessibility Evaluations and Mitigation  
Preliminary Engineering Studies  
Technical Studies and Reports  
Peer Reviews  
Coordination with Other Agencies and Utilities  
Constructability and Bidability Reviews  
On-Call Services  
Staff Augmentation

All materials submitted to the City will become the exclusive property of the City of Seaside.

The consultant will not be allowed to provide services when the City determines a potential conflict of interest may exist.

Consultant services will be on an as-needed, on-call basis. Consultant services will be authorized by separate contract(s). The Consultant is responsible for acknowledging receipt of requests for services within two (2) working days. Contracts may vary significantly in size and scope and will be determined in greater detail as each is assigned. The Consultant will be responsible for preparing a detailed scope and fee estimate for each contract request and shall identify the number of hours to be worked and position of each person performing work on a particular proposal. If during actual work the number of hours is increased by more than 20% of the estimate, the consultant shall notify the Project Manager as soon as possible before exceeding the estimated time. The City may elect to reduce the scope of work or may require a revised scope of work to cover the excess time. Work authorization will be issued for each work request. The City shall authorize all consultant quotes for tasks prior to the consultant commencing work. The City may accept the Consultant's scope and fee or negotiate with the Consultant, as appropriate. The City reserves the right to not accept the Consultant's scope and fee.

### **General Provisions**

1. The City will assume no responsibility for any understandings or representations concerning conditions made by any of its officers or employees prior to execution of a final agreement unless they are included in this Request for Qualifications.
2. Any reasonable inquiry to determine the responsibility of a prospective Consultant(s) may be conducted. The submission of Qualifications shall constitute permission by the

## EXHIBIT C

prospective Consultant(s) for the City to verify all information contained therein. If the City deems it necessary, additional information may be requested from the prospective Consultant(s) for further consideration.

3. A prospective Consultant(s) may withdraw their Qualifications at any time prior to the date and time which is set forth herein as the deadline for acceptance of Qualifications.
4. Each prospective Consultant(s) submitting Qualifications in response to this Request agrees the preparation of all materials for submittal to the City and all presentations are at the prospective entities sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective Consultant(s). In addition, each prospective Consultant(s) agrees that all documentation and materials submitted with Qualifications will remain the property of the City and will become a public document.
5. The City reserves the right to request additional information from any and all prospective entities as deemed necessary by the City in order to evaluate the Qualifications. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original Qualifications.
6. The City reserves the right to reject any and all Qualifications and, in the event the Consultant selected, it may attempt to negotiate an agreement with the Consultant that, in the sole judgment of the City, is the best qualified to provide the services requested.
7. The City shall not enter into an agreement with any prospective Consultant(s) that has previously had an agreement with the City terminated, or that has previously been found to have violated any provision of the Seaside City Code, or related resolutions or ordinances, or any provision of federal law, state, or other local law.
8. The City reserves the right to enter into an agreement with an Consultant(s) at any time, deviate from this Request, reject any or all SOQs, continue to advertise for new Qualifications, negotiate with multiple entities simultaneously, waive any defects in Qualifications, or to proceed otherwise. The Request and the selection process will in no way be deemed to create a binding contract or agreement of any kind between the City and any prospective Consultant(s). The submission of Qualifications does not in any way commit the City to enter into an agreement with any prospective Consultant(s).
9. Each prospective Consultant(s) shall agree to abide by all federal, state, and local laws, rules, and regulations and to secure all necessary licenses, permits, and other forms of identification as may be required in connection with the resulting agreement, all at no additional cost to the City.
10. All Qualifications, charge rates or representations will remain in effect and be legally binding for at least one hundred twenty (120) days from the date of submission.



11. This Request for Qualifications shall be governed in accordance with the laws of the State of California and the jurisdiction of any disputes hereunder shall be had in Monterey County.

## ***Non-Discrimination & Non-Preferential Treatment***

The successful Consultant 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.

## ***Grounds for Disqualification***

All prospective entities are expected to conduct themselves with the utmost integrity and responsibility throughout the Request process. Any prospective Consultant(s) that violates these expectations, as determined in the sole discretion of the City, will be subject to disqualification. Generally, the grounds for disqualification include:

1. Contact regarding this procurement with any City official or employee, other than the contact person designated in this Request, from the time of issuance of this Request until the consideration and approval of a professional services agreement.
2. Evidence of collusion, directly or indirectly, among prospective entities in regard to the amount, or the terms and conditions of this Request and the prospective agreement.
3. Influencing, or attempting to influence, any City staff member or official throughout the solicitation process, including the development of specifications beyond those included here, if any.
4. Evidence of submitting incorrect or inaccurate information in response to this Request or misrepresentation or failing to disclose facts during the evaluation or negotiation process.
5. Existence of any lawsuit, claim, or dispute between the prospective Consultant(s) and the City.
6. Evidence of the prospective Consultant(s)'s inability to successfully complete the responsibilities and obligations of the Request process.
7. The prospective Consultant(s)'s default under any City agreement or termination of a previous agreement.

## ***Records and Financial Data***

All correspondence with the City, including responses to this Request, will become the exclusive property of the City and will become public records under the California Public Records Act. All documents submitted in response to this Request will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

## EXHIBIT C

City of Seaside-Statement of Qualifications  
On-Call Consultants - Engineering

Personal financial information that a prospective Consultant(s) considers confidential, the disclosure of which would be an unwarranted invasion of personal privacy, should be submitted in a sealed envelope marked "CONFIDENTIAL: PERSONAL FINANCIAL RECORDS; NOT PUBLIC RECORDS." A prospective Consultant(s) should not mark their entire Qualifications as "Confidential." During the selection process, the City will keep such information confidential and will not disclose it, except as otherwise required under applicable law. This means that, depending on the nature of timing of the request, or future court decisions, that personal financial information may not remain private and may be publicly disclosed. Once the selection process is completed, the City will return this information to any prospective agency that is not selected.

If an Consultant(s) is selected, the City may retain any submitted information and disclose it to the City Council, and any subcommittees thereof, and the public in connection with consideration of an agreement with the City as evidence of the entities ability to carry out the development. Given the nature of the applicable law under the California Public Records Act, the City cannot guarantee or warrant that it will be able to keep submitted information, including personal financial records, confidential. The successful Consultant(s) agrees to indemnify, defend, and hold the City harmless from and against any suit brought under the California Public Records Act to obtain the records; otherwise, the City shall not be obligated to defend such suit and may release the records.



ADDENDUM No.1  
For the Request for Qualifications for  
**On-Call Consultants – Engineering Services**  
April 5, 2022

Addendum No. 1 is being issued for revisions to the Request for Qualifications for On-Call Consultants - Engineering Services.

The clarifications and revisions declared in this addendum are an essential element to the Request for Qualifications. All other requirements remain unchanged.

**REVISIONS**

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Proposal Requirements

1. Replace the last paragraph on page 2 under *Statement of Qualifications Submittal Requirements* with the following:

The SOQ will be limited to 10 numbered pages excluding the title sheet if provided. Minimum font size is 12 point. Page size is limited to letter size with no fold-outs. Submittals must be printed on both sides of the paper, such that scanning the document yields 10 pages of content. Front and back covers, if provided, will not count towards the 10 page limit. Additional information may be attached as appendices which will not count against the page limit. The City makes no assurances that any additional information in appendices will be reviewed.

---

If there are any questions regarding this addendum, please contact Patrick Grogan at [pgrogan@ci.seaside.ca.us](mailto:pgrogan@ci.seaside.ca.us)

Sincerely,

---

Nisha Patel  
PW Director / City Engineer

## EXHIBIT C



ADDENDUM No.2  
For the Request for Qualifications for  
**On-Call Consultants – Engineering Services**  
**April 20, 2022**

Addendum No. 2 is being issued for revisions to the Request for Qualifications for On-Call Consultants - Engineering Services.

The clarifications and revisions declared in this addendum are an essential element to the Request for Qualifications. All other requirements remain unchanged.

### REVISIONS

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#### **Proposal Requirements**

The Table of Contents does not count toward the 10-page limit.

#### **Schedule for Selection Process**

SOQ's must be received by 5:00PM April 29, 2022. SOQ's received after this deadline will not be accepted.

The proposed consultant selection schedule is as follows.

|                  |                          |
|------------------|--------------------------|
| Release RFQ      | Thursday, March 24, 2022 |
| Proposal Due     | Friday, April 29, 2022   |
| Proposal Ranking | May 2 to May 20, 2022    |
| Project Award    | Thursday, June 2, 2022   |

---

If there are any questions regarding this addendum, please contact Patrick Grogan at [pgrogan@ci.seaside.ca.us](mailto:pgrogan@ci.seaside.ca.us)

Sincerely,

A handwritten signature in blue ink, appearing to read "Nisha Patel", is written over a horizontal line.

Nisha Patel  
PW Director / City Engineer

**RESOLUTION NO. 22-62**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**APPROVING AN ON-CALL LIST FOR ENGINEERING SERVICES**

**WHEREAS**, a formal on-call list is needed to 1) provide an opportunity for qualified professionals to provide professional and technical services of a temporary nature, and 2) ensure consultants have demonstrated the necessary qualifications and experience to provide the requested services; and

**WHEREAS**, the City of Seaside, on occasion, is in need of consultants who specialize in a variety of engineering services and maintain necessary licenses; and

**WHEREAS**, an on-call list of firms is necessary to assure the quality of materials and installation satisfies the project's specifications; and

**WHEREAS**, there is a need for these services due to the capital improvement program projects identified in the coming years; and

**WHEREAS**, on March 24, 2022, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide engineering services; and

**WHEREAS**, on April 29, 2022, Statement of Qualifications (SOQ) were received from thirteen firms offering professional services; and

**WHEREAS**, a selection panel reviewed and identified the eleven top firms shown in Exhibit 'A', attached, based upon qualifications.

**NOW THEREFORE, BE IT RESOLVED**, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide engineering services on an as needed basis; and

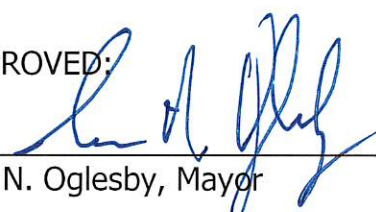
## EXHIBIT D

**BE IT FURTHER RESOLVED**, approval to provide Engineering Services is for a period of three (3) years and may be extended at the City Manager's recommendation for two (2) one year extensions through June 2<sup>nd</sup>, 2027. Agreements will have a defined scope, schedule and fee arrangements that will be negotiated on a project by project basis.

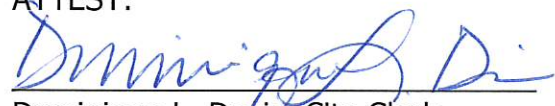
**PASSED AND ADOPTED** at a regular City Council meeting of the City of Seaside duly held on the 2<sup>nd</sup> day of June 2022 by the following vote:

|          |   |                 |                                                     |
|----------|---|-----------------|-----------------------------------------------------|
| AYES:    | 5 | COUNCIL MEMBERS | Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard |
| NOES:    | 0 | COUNCIL MEMBERS | None                                                |
| ABSENT:  | 0 | COUNCIL MEMBERS | None                                                |
| ABSTAIN: | 0 | COUNCIL MEMBERS | None                                                |

APPROVED:

  
\_\_\_\_\_  
Ian N. Oglesby, Mayor

ATTEST:

  
\_\_\_\_\_  
Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

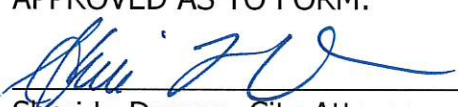
  
\_\_\_\_\_  
Sheri L. Damon, City Attorney





**EXHIBIT "A"**

**On-Call List for Engineering Services  
June 2, 2022  
City of Seaside**

**Kimley-Horn and Associates, Inc.**

1615 Bunker Hill Way, #200  
Salinas, CA 93906

**Harris & Associates, Inc.**

450 Lincoln Avenue, Suite 103  
Salinas, CA 93901

**Schaaf & Wheeler, Consulting Civil Engineers**

3 Quail Run Circle, Ste. 101  
Salinas, CA 93907

**Ruggeri-Jensen-Azar, Inc.**

8055 Camino Arroyo  
Gilroy, CA 95020

**Verde Design, Inc.**

2455 The Alameda  
Santa Clara, CA 95050

**Wallace Group, Inc.**

201 John Street, Suite H  
Salinas, CA 93901

**MNS Engineers, Inc.**

811 El Capitan Way, Suite 130  
San Luis Obispo, CA 93401

**Whitson Engineers, Inc.**

6 Harris Court  
Monterey, CA 93940

**Pavement Engineering, Inc.**

3485 Sacramento Drive, Suite A  
San Luis Obispo, CA 93401

**CSG Consultants, Inc.**

3150 Almaden Expressway, #255  
San Jose, CA 95118

**ZFA Structural Engineers, Inc.**

1390 El Camino Real, Suite 100  
San Carlos, CA 94070



## **CITY OF SEASIDE STAFF REPORT**

**Item No.: 8.K.**

**TO:** City Council

**FROM:** Jaime M. Fontes, City Manager

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

**DATE:** September 7, 2023

**SUBJECT: REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY  
COMMITTEE RECOMMENDATIONS TO APPROVE THE  
INSTALLATION OF GREEN CURB ON FREMONT BOULEVARD  
AND REMOVAL OF YELLOW CURB ON PHOENIX AVENUE**

---

### **RECOMMENDATION**

The Traffic Advisory Committee (TAC) recommends approving: 1. removal of a 2-hour parking sign, installation of green curb in front of 1276 Fremont Boulevard, and waiver of the fee for the installation of the green curb; and, 2. removal of yellow curb on Phoenix Avenue at Fremont Boulevard.

### **BACKGROUND**

The Traffic Advisory Committee (TAC) reviewed and provided recommendations regarding several applications at the August 9, 2023 special meeting. A brief summary of two (2) of the items are presented below.

#### **Item 1**

The business owner of Anita's Market is requesting the removal of a single two hour parking sign, and the installation of 40 feet of green curb in front of her business, located at 1276 Fremont Boulevard. Anita's Market is a small market and grocery store located, and is open from 8:30 AM to 9:00 PM.

Per SMC 10.32.240, Curb markings to indicate no stopping and parking regulations. Green shall mean no standing or parking for longer than twenty minutes at any time between eight a.m. and six p.m. of any day except Sundays and holidays.

After the submission of this TAC Application, dated March 16, 2022, Public Works staff



found a different TAC application submitted by the previous business owner for 1276 Fremont Boulevard. The previously approved request was for two hour parking in front of 1276 Fremont Boulevard, and had not been paid for or installed after it was approved by the City Council on November 5, 2020. The applicant for the current request paid for the installation of 2 hour parking signs in front of and to the north of her storefront on May 24, 2022. The 2 hour parking signs have not sufficiently resolved her initial complaint, and she is now asking for her original request for 20 minute parking, as designated with green curb, to be evaluated.

Staff conducted a site visit at 1276 Fremont Boulevard (attachment 1). During the site visit, it was noted that the business at 1276 Fremont Boulevard has no onsite parking. There is an alleyway behind the business, of which the right of way extends all the way to the building's back wall, and the building also fronts the street. The building has approximately 40 feet of street frontage on Fremont Boulevard. There is a driveway from Fremont Boulevard to the alleyway immediately to the south of the business that offers no additional parking. To the north of 1276 Fremont Boulevard there is another business and a used car lot.

TAC recommended that the fee for the installation of 40 feet of green curb be waived, due to the applicant paying for both two hour parking signs, which she did not originally request, and her original application not being evaluated.

## **Item 2**

The business owner of Chris Wilson Plumbing, located at 1112 Phoenix Avenue has submitted TAC application to remove 40 feet of yellow curb on Phoenix Avenue. The application is dated June 26, 2023. The yellow curb section is located on the north side of Phoenix Avenue, approximately 9 feet from the corner of Fremont Boulevard. This section of yellow curb was approved by TAC and the City Council in 1998 for a different applicant.

Per SMC 10.32.240, Curb markings to indicate no stopping and parking regulations. Yellow shall mean no stopping, standing, or parking at any time, between the hours of eight a.m. and six p.m. of any day for any purpose other than loading or unloading of passengers or freight, which shall not exceed ten minutes.

Phoenix Avenue is a collector street, with parallel parking on both sides, and is populated with businesses, single family homes, and apartment complexes. An additional yellow curb is located approximately 200 feet east, also on the north side of Phoenix Avenue. This yellow curb was requested by the property owner of University Plaza in 2019, was approved by TAC and City Council, and paid for by that applicant.

Staff performed a site visit (attachment 2), and noted that parking on the street was limited.

Staff recommends removing the section of yellow curb on Phoenix Avenue near Fremont Boulevard to increase parking availability for residents and employees.

Public Works Maintenance staff have already grayed out the requested section of yellow curb due to a miscommunication with Parking Enforcement staff. If the request to remove the yellow curb is denied by City Council, Public Works Maintenance will paint the curb yellow. To date, public works have not received any complaints about the removal of this section of yellow curb.

### **FISCAL IMPACT**

The fiscal impact of the following items are as follows:

1. The fiscal impact associated with approving the request for Item 1 - Approve installation of green curb in front of 1276 Fremont Boulevard, is \$1,004.00 to the City.
2. There is no fiscal impact associated with Item 2 - Approve the removal of yellow curb on Phoenix Avenue at Fremont Boulevard. The cost of the removal of the yellow curb will be born by the applicant, and would be \$1,004.00.

### **ATTACHMENTS**

1. Item 1 - Approve green curb at 1276 Fremont Boulevard
2. Item 2 - Remove yellow curb on Phoenix Avenue

---

Reviewed for Submission to the City Council by:

  
Jaime M. Fontes, City Manager



## Traffic Advisory Committee Request Application

The following information is required to process all Traffic Advisory Committee requests. This information will be used to contact the applicant should staff have questions or needs clarification on the request. This information will also appear in the staff report presented to the Traffic Advisory Committee and/or City Council.

The Traffic Advisory Committee meets the 3<sup>rd</sup> Tuesday of every month at 5:00 PM in the City of Seaside's City Hall Conference room. This meeting is open to the public and applicants are encouraged to attend.

Name: Ana Mendoza Date: March 16, 2022  
Address: 1276 Fremont Blvd. Seaside, CA Phone: [REDACTED]

Type of Request (check all that apply):

- ☒ Parking Designations      ☐ Crosswalk      ☐ Curb Markings (White, Yellow, etc.)  
☐ Warning Sign      ☐ Traffic Signal/Stop Sign      ☐ Signing/Striping  
☒ Other Limited Timed parking

### FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: I would like to request two 25 min. parking spots outside of my store, Anita's Market. I recently opened my business and have had a few issues with parking affecting traffic through my store. If possible I would also like to request one hour parking in front of the surrounding stores on this specific area of the street. If approved, having someone check in on these cars will be helpful to avoid some vehicles being parked outside for hours/days.

Request Procedures are outlined on the back of this form. For any questions regarding the Traffic Advisory Committee (TAC) please contact 899-6825.

R00028168



## TAC REQUEST PROCEDURE

The Traffic Advisory Committee (TAC) acts as an advisory board to the City Council per Chapter 2.37 of the Municipal Code. Recommendations made by the TAC are to be ratified by the City Council prior to implementation. The TAC consists of five members: a Council Member; Director of Public Works; Chief of Police; Director of Community Development; and the Fire Chief. The TAC reviews all requests for traffic safety regulatory or control devices, signs and markings, and conducts studies as well as offers recommendations to the City Council, Planning Commission or appropriate City department.

Upon submittal of a request, staff will place the request on the next available TAC agenda for a future scheduled meeting. All TAC's action will be forwarded for City Council consideration at their next available scheduled meeting.

### Fees

Fees will be collected prior to installation of any approved requests that directly benefits the applicant, such as limited timed parking, white zones, etc. Prior to any required maintenance of the improvement, the same fee will apply and be billed to the applicant. The following fees have been determined based upon the cost of staff time and material for installation:

| Description                                  | Fee*                             |
|----------------------------------------------|----------------------------------|
| Marking curb – per curb (20' maximum length) | Per current adopted fee schedule |
| Installation of one sign                     |                                  |

\* Fees subject to change per City Council approved fee schedule. Fee determined by date of application.

### PLEASE COMPLETE FOR PARKING AND CURB MARKING REQUESTS

#### TAC REQUEST ACKNOWLEDGEMENT STATEMENT

I, Ana Mendoza understand that should my request be approved by the Traffic Advisory Committee and City Council, I will be responsible for the fee prior to the installation of my request. I also understand that if approved by City Council the improvements will be reviewed annually or whenever deemed appropriate by the Public Works Department for any required maintenance and I will be charged the corresponding fee.

ammendoza  
Applicant Signature

3-16-2022  
Date



Area of requested green curb in front of 1276 Fremont Boulevard.



Example of parking availability on 1200 block of Fremont Boulevard





Examples of parking availability on 1200 block of Fremont Boulevard.







## Traffic Advisory Committee Request Application

The following information is required to process all Traffic Advisory Committee requests. This information will be used to contact the applicant should staff have questions or needs clarification on the request. This information will also appear in the staff report presented to the Traffic Advisory Committee and/or City Council.

The Traffic Advisory Committee meets the 3<sup>rd</sup> Tuesday of every month at 5:00 PM in the City of Seaside's City Hall Conference room. This meeting is open to the public and applicants are encouraged to attend.

Name: Chris Wilson Plumbing Date: 6-26-23  
Address: 1112 Phoenix Ave Phone: [REDACTED]

Type of Request (check all that apply):

- ☐ Parking Designations      ☐ Crosswalk      ☒ <sup>Remove</sup> Curb Markings (White, Yellow, etc.)  
☐ Warning Sign      ☐ Traffic Signal/Stop Sign      ☐ Signing/Striping  
☐ Other \_\_\_\_\_

### FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: The yellow curb at Fremont & Phoenix  
AT END OF PHOENIX WAS NEVER SANCTIONED BY TAC  
TO MY KNOWLEDGE I WATCHED THE RENTERS ACROSS  
THE STREET ON A SATURDAY ABOUT 2005- SO THEY  
CAN HAVE PARKING SPOTS NOW THEY REFRESHED  
AND I WOULD LIKE IT REMOVED IT WILL TAKE  
UP MORE THAN 3 PARKING SPACES FOR EMPLOYEE  
SPACES FROM STARBUCKS AND MY COMPANY OR  
SHOW ME WHEN TAC SANCTIONED IT TO BE YELLOW  
BECAUSE THERE'S NO STORE THERE TO LOAD OR UNLOAD.

Request Procedures are outlined on the back of this form. For any questions regarding the Traffic Advisory Committee (TAC) please contact 899-6825.

## TAC REQUEST PROCEDURE

The Traffic Advisory Committee (TAC) acts as an advisory board to the City Council per Chapter 2.37 of the Municipal Code. Recommendations made by the TAC are to be ratified by the City Council prior to implementation. The TAC consists of five members: a Council Member; Director of Public Works; Chief of Police; Director of Community Development; and the Fire Chief. The TAC reviews all requests for traffic safety regulatory or control devices, signs and markings, and conducts studies as well as offers recommendations to the City Council, Planning Commission or appropriate City department.

Upon submittal of a request, staff will place the request on the next available TAC agenda for a future scheduled meeting. All TAC's action will be forwarded for City Council consideration at their next available scheduled meeting.

### Fees

Fees will be collected prior to installation of any approved requests that directly benefits the applicant, such as limited timed parking, white zones, etc. Prior to any required maintenance of the improvement, the same fee will apply and be billed to the applicant. The following fees have been determined based upon the cost of staff time and material for installation:

| Description                                   | Fee*                             |
|-----------------------------------------------|----------------------------------|
| UMarking curb – per curb (20' maximum length) | Per current adopted fee schedule |
| Installation of one sign                      |                                  |

\* Fees subject to change per City Council approved fee schedule. Fee determined by date of application.

### PLEASE COMPLETE FOR PARKING AND CURB MARKING REQUESTS

#### TAC REQUEST ACKNOWLEDGEMENT STATEMENT

I, CHRIS WILSON understand that should my request be approved by the Traffic Advisory Committee and City Council, I will be responsible for the fee prior to the installation of my request. I also understand that if approved by City Council the improvements will be reviewed annually or whenever deemed appropriate by the Public Works Department for any required maintenance and I will be charged the corresponding fee.

Chris Wilson  
Applicant Signature

6-26-23  
Date





Area of yellow curb requested to be removed on Phoenix Avenue.



Existing condition of area.



Examples of parking availability on 1100 block of Phoenix Avenue.





## CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

**TO:** City Council

**FROM:** Jaime M. Fontes, City Manager

**BY:** Alexia Rapoport, Housing Program Manager

**DATE:** September 7, 2023

**SUBJECT: ADOPT A RESOLUTION AMENDING THE FISCAL YEAR 2023-24 BUDGET TO APPROPRIATE \$80,000 FROM THE MERGED HOUSING FUND TO THE ACCESSORY DWELLING UNIT (ADU) LOAN PROGRAM**

---

### **RECOMMENDATION**

Adopt a resolution amending the fiscal year 2023-24 budget to appropriate \$80,000 from the Merged Housing fund to the ADU Loan Program.

### **BACKGROUND**

During the 2023 Mid-Year Budget Review, \$80,000 was approved by the Seaside City Council and allocated from the Merged Housing Fund to account 297-7993-8203 for the CalHome ADU Loan Program. The funds were not encumbered prior to the end of the fiscal year, therefore, Staff is requesting the same allocation for Fiscal Year 2024. The requested funds would be used as follows:

- \$6,000: Updating the City's Pre-Approved ADU Plans
- \$74,000: Consultant and Underwriting Services for the ADU Loan Program

The City of Seaside's ADU Loan Program (Program) seeks to allocate ten \$100,000 loans to Seaside homeowners earning at or below 80% Area Median Income (AMI). Loans allocated by the Program are wholly funded by a \$1,000,000 State CalHome Grant awarded to the City in 2021. Loans must be awarded and program activities must close by June 2024, per grant requirements. Due to staffing challenges and the COVID-19 Pandemic, the Program's implementation did not begin until 2023. The program's ambitious timeline particularly necessitates support from consultants for program design, program administration, and underwriting of loans.

Also integral to the program's successful implementation is the availability of the City's Pre-Approved ADU Plans. Adopted in 2020, the City's Pre-Approved ADU Plans streamline the ADU construction process by offering free ADU plans that have been pre-approved by the City's Building Official. However, the State's Three-Year Code Cycle ended in 2023; as a result, the Pre-Approved ADU Plans must be updated to comply with the 2023-2026 Code Cycle. The Pre-Approved Plans must be updated by Workbench, the original architect, and the cost of updating the plans is \$6,000. Though the plans are especially helpful for potential ADU Loan Program applicants, they are a resource for all Seaside homeowners interested in building an ADU.

As during the Mid-Year Budget Review, the requested funds would be allocated from the Merged Housing Fund.

### **FISCAL IMPACT**

\$80,000.00 appropriated from the Merged Housing Fund to account 297-7993-8203.

After accounting for the additional \$80,000.00 appropriation, the projected unassigned fund balance in the Merged Housing fund at Fiscal Year End 2023-24, is \$4,831,896.00.

### **ATTACHMENTS**

1. Appropriation Resolution
- 

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

**RESOLUTION NO. XX-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**APPROPRIATING \$80,000 FROM THE MERGED HOUSING FUND TO THE ADU LOAN  
PROGRAM**

**WHEREAS**, the City of Seaside is a political subdivision of the State, and

**WHEREAS**, on July 15, 2021, the City of Seaside executed a Standard Agreement with the California Department of Housing and Community Development (HCD), for a \$1,000,000 grant under the CalHome ADU Loan Program, and

**WHEREAS**, the City's ADU Loan Program must award grant funds and adhere to a program deadline of July 2024, per grant requirements, therefore necessitating the assistance of consultants for program design, implementation and underwriting, and

**WHEREAS**, during the Fiscal Year 2023 Mid-Year Budget Review, the Seaside City Council approved and allocated \$80,000 to the ADU Loan Program, account 297-7993-8203, which was not encumbered during Fiscal Year 2023, and

**WHEREAS**, Staff will use the \$80,000 in Fiscal Year 2024 for consulting services and updating the City's Pre-Approved ADU Plans, both essential to the successful implementation of the City's ADU Loan Program.

**NOW, THEREFORE, BE IT RESOLVED**, that the Seaside City Council hereby approves and appropriates \$80,000 from the Merged Housing Fund to the ADU Loan Program, account 297-7993-8203.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside, State of California, on the 7th day of September 2023, 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

AS TO FORM:

---

Sheri Damon, City Attorney



## **CITY OF SEASIDE STAFF REPORT**

**Item No.: 8.M.**

**TO:** City Council

**FROM:** Jaime M. Fontes, City Manager

**BY:** Dominique Davis, City Clerk

**DATE:** September 7, 2023

**SUBJECT: ADOPT A RESOLUTION FOR DESIGNATION OF VOTING DELEGATES AND ALTERNATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND EXPO BEING HELD SEPTEMBER 20-22, 2023, IN SACRAMENTO, CALIFORNIA**

---

### **RECOMMENDATION**

Appoint Mayor Ian N. Oglesby and an alternate as the voting delegates at the conference.

### **BACKGROUND**

The League of California Cities, of which the City of Seaside is a member, is hosting their annual Annual Conference & Expo on September 20-22, 2023, in Sacramento, CA. An important part of the Annual Conference is the Annual Business Meeting on Wednesday, September 20. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy. The policy resolutions are on issues of statewide importance that have a direct bearing on municipal affairs that are of broad municipal interest.

Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the City Council. Voting delegates must be registered for the conference.

Mayor Oglesby is registered for the conference and it is recommended that he be designated as the voting delegate for the conference.

### **FISCAL IMPACT**

None for this action, there is a cost associated with conference registration.

**ATTACHMENTS**

1. Resolution
- 

Reviewed for Submission to the City Council by:



---

Jaime M. Fontes, City Manager

**RESOLUTION NO. 23-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**DESIGNATING VOTING DELEGATES AND ALTERNATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE SEPTEMBER 20-22, 2023**

**WHEREAS,** The League of California Cities (the League) is an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities; and

**WHEREAS,** the City of Seaside is a voting member of the League; and

**WHEREAS,** at the annual business meeting, the League adopts policy resolutions on issues of statewide importance that have direct bearing on municipal affairs and that are of broad municipal interest; and

**WHEREAS,** voting delegates must be registered for the League Annual Conference held September 20-22, 2023; and

**WHEREAS,** in order to vote on the League of California Cities' Annual Policy Resolutions, the City Council must designate one (1) voting delegate and up to two (2) alternates to vote at the Annual League of California Cities' business meeting during the conference.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Seaside designates Mayor Ian N. Oglesby as the voting delegate for the Annual Conference held on September 20-22, 2023.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 7<sup>th</sup> day of September 2023 by the following vote:

|          |                  |
|----------|------------------|
| AYES:    | COUNCIL MEMBERS: |
| NOES:    | COUNCIL MEMBERS: |
| ABSENT:  | COUNCIL MEMBERS: |
| ABSTAIN: | COUNCIL MEMBERS: |

APPROVED:

---

Ian N. Oglesby, Mayor



ATTEST:

---

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

---

Sheri L. Damon, City Attorney



## **CITY OF SEASIDE STAFF REPORT**

**Item No.: 9.A.**

**TO:** City Council

**FROM:** Jaime M. Fontes, City Manager

**BY:** Andrew Myrick, Economic Development & Community Planning Manager

**DATE:** September 7, 2023

**SUBJECT: APPEAL OF PLANNING COMMISSION APPROVAL OF AN ARCHITECTURAL REVIEW (AR-23-11) FOR A SINGLE-FAMILY DWELLING LOCATED AT 7 HARROW COURT IN THE SINGLE-FAMILY RESIDENTIAL (RS-8) ZONING DISTRICT. THIS ITEM IS CATEGORICALLY EXEMPT (CLASS 3) PURSUANT TO SECTION 15303 OF THE CEQA GUIDELINES (DE NOVO HEARING)**

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### **RECOMMENDATION**

Staff's recommendation is to uphold the Planning Commission's approval of AR-23-11 and deny the Appeal.

### **BACKGROUND**

#### **SUMMARY**

Harrow Court is a cul-de-sac located off of the north side of Hilby Avenue just to the east of Yosemite Street. The parcels on Harrow Court are developed with Single-Family Dwellings. In December 2019 the existing three-bed, two-bath 2,383 square foot ("sf") residence and attached two-car garage located at 7 Harrow Court were extensively damaged in a fire. The property has since been sold and on May 30, 2023, the City's Planning Division received an application for an Architectural Review (application number AR-23-11) to rebuild the destroyed home and garage plus build a 2,050 square-foot second-story addition within the existing footprint, resulting in a 4,433 square foot house with a 506 square foot attached garage. The property was staked and flagged and on July 12, 2023 the Planning Commission heard the item and voted to approve it. However, staff subsequently discovered that public notices had not been served properly, and the Planning Commission's action was therefore invalid. On August 9, 2023, the Planning Commission again heard the item, and again voted to approve. At both hearings, nearby residents spoke both for and against the proposed

addition. On August 14, 2023, the City received a timely filed Appeal of the Planning Commission's approval from Pamela McCormick and Steve Crow. The Appeal asserts that the Commission did not adequately discuss the neighbor's concerns about Architectural Review Items. This item has therefore been referred to the City Council pursuant to Chapter 17.76 of the Seaside Municipal Code.

## **PROJECT DESCRIPTION**

The subject site consists of a 14,586 sf parcel located at 7 Harrow Court. In December 2019 the existing three-bed, two-bath 2,383 sf single-story residence and an attached two-car garage were extensively damaged by a fire. The home had a clerestory roof that peaked at approximately 18 ft (see Attachment 2). The subject parcel shares property lines with five properties on three streets: 1630 and 1640 Wanda to the rear, and 8 and 10 Valencia Court as well as 5 Harrow Court to the west interior side. Additionally, 9 Harrow Court is on the east side, but separated from the subject site by a pedestrian walkway that connects Harrow Ct. to Wanda Ave. (see Attachment 3). The homes on the abutting parcels are a combination of one-story and two-story homes with the ground floor occupied primarily by garage space. The property is located in the Single-Family Residential (RS-8) Zoning District.

The project consists of a rebuild of the 2,383 sf fire damaged residence, construction of a new 2,050 sf second story addition, and rebuild of the 506 sf attached garage. Project plans are provided as Exhibit A to Attachment 1.

## **CODE COMPLIANCE ANALYSIS**

### **Zoning Compliance:**

Single-Family Dwellings are a permitted "by right" use within the RS-8 Zoning District. However, per SMC 17.62.030.B.2 the project is subject to Architectural Review as it includes a new second-story addition.

Standards for residential development within the RS-8 are defined in Section 17.12.050, Table 2-3: Residential Zone Development Standards. The proposed project complies with the RS-8 development standards, as summarized below:

| <b>Development Standard</b>    | <b>Required</b> | <b>Proposed</b>                                                                   |
|--------------------------------|-----------------|-----------------------------------------------------------------------------------|
| Maximum floor area ratio (FAR) | 0.45, 6,564 sf  | 0.31, 4,499 sf<br>(excluding 440 sf of garage area per SMC 17.12.050, footnote 3) |
| Maximum coverage               | 65%, 9,480 sf   | 43%, 6,250 sf                                                                     |
| Maximum Height                 | 24'             | 24'                                                                               |

|                  |                                     |                                                               |
|------------------|-------------------------------------|---------------------------------------------------------------|
| Minimum Parking  | 2 covered spaces                    | 2 covered spaces                                              |
| Minimum Setbacks | Front: 15'<br>Side: 5'<br>Rear: 15' | Front: 50'+<br>Side: 22' (west) and 9'-8" (east)<br>Rear: 34' |

### **Architectural Review:**

In accordance with SMC 17.62.030.D, staking and flagging is required to be erected a minimum of 14 days prior to the hearing for new residential construction and addition(s) to existing structure(s) over 18 feet in height, to demonstrate the dimensions and heights of the ridge lines at the highest peak of each roof line and perimeter. Staking and flagging was installed on June 26, 2023 and is documented with the photographs in Attachment 4. Staking and flagging remained in place until July 19, 2023.

In accordance with SMC 17.62.030.E, Architectural Review approval includes an evaluation of the following:

1. Architectural considerations, including the character, quality, and scale of the design, architectural relationship with the site and other structures, building materials, colors, fencing, trash enclosure and walkway improvements, exterior lighting and signs, and the screening of exterior appurtenances; and
2. Proposed outdoor lighting, including the proposed placement of fixtures, type of fixtures, and illumination levels.

### **Architectural considerations:**

Project plans are included as Exhibit A to the attached Resolution. The proposed residence would be a contemporary, Mediterranean-influenced design of two stories (1<sup>st</sup>: 2,383 sf, 2<sup>nd</sup>: 2,050 sf), with a 506 sf attached garage. The primary residence would be constructed to the maximum permitted height of 24 feet. The home is sited on a sloping parcel, with a nine-foot difference between the low-and-high-grade, from the garage footprint to the rear of the proposed residence.

#### *Character, Quality and Scale*

A combination of the site topography and the siting of the residence, attached garage, and design elements such as the raised planters and front entry porch create visual interest and contribute to an overall visual reduction of the mass of the residence. The proposed materials would be of high quality and are as follows:

1. Standing seam metal roof in Taupe
2. Exterior stucco walls in Acoustic White
3. Trim in Tranquil Taupe

4. Windows - Milgard black vinyl windows or equivalent
5. Cedar garage door

The project plans include references to an Accessory Dwelling Unit (ADU), proposed to be located above the garage. California Government Code Section 65852.2 regulates the development of ADUs, and Section 65852.2(a)(3)(A) precludes local governments from requiring any discretionary action or hearing. As such, the ADU shown on the plans is exempt from the City's Architectural Review process and is not considered a part of this review. Pursuant to State Law, if the applicant chooses to move forward with the ADU, that application must be submitted through the Building Permit process and is subject to the availability of water. No application for an ADU has been submitted to the City as of the drafting of this Staff Report.

**Lighting considerations:**

The proposed black wall lantern exterior wall sconces employ cut-off optics and will not cause up-lighting beyond the façade.

**ENVIRONMENTAL REVIEW**

This project is exempt from the California Environmental Quality Act pursuant to Class 3, Section 15303(a): One single-family residence or a second dwelling unit in a zone which permits residential uses. In urbanized areas, up to three single-family residences may be constructed or converted under this exemption.

*Evidence: The proposed new construction will result in one new single-family dwelling.*

**PLANNING COMMISSION**

The Planning Commission originally heard AR-23-11 on July 12, 2023. During the hearing, several residents of nearby properties expressed concerns. These largely centered around blocking of views, loss of privacy due to the second story addition, as well as a concern that the home would not fit into the existing neighborhood. The Planning Commission praised the architecture of the house and complimented the property owner on its design and appearance. The Chair of the Commission stated for the record that while he was sympathetic towards the concerns raised by the nearby residents, the Commission was legally precluded from denying the project, as it complied with all City standards. He also indicated that the City could not take view protection into consideration. The Planning Commission voted unanimously (5-0) to approve the project.

Subsequent to this, staff discovered that the required public notice had not been properly served to owners of property within 300 feet of the project site. Staff then re-noticed the public hearing, and the item was again brought before the Planning Commission on August 9, 2023. Public testimony largely mirrored that of the first hearing, with concerns largely related to loss of views, privacy, and neighborhood

character. Some members of the public also spoke in favor of the project, saying it would be an asset to the neighborhood. The Planning Commission Chair acknowledged the concerns and reiterated statements from the prior hearing regarding whether the Commission had discretion over the specific concerns brought up by residents, noting that the review was for architectural considerations and lighting. The Planning Commission again voted to approve the project by a 5-0 margin.

## **APPEAL**

On August 14, 2023, an appeal of the Planning Commission's approval of AR-23-11 was timely filed by Pamela McCormick and Steve Crow. The appeal stated as the basis of the appeal that "The Commission did not adequately discuss the neighbor's concerns over Architectural Review Items."

Chapter 17.76 of the Municipal Code addresses the procedures for an appeal. Council has the option to "[a]ffirm, affirm in part, or reverse the action, determination, or decision that is the subject of the appeal, based upon findings of fact about the particular case. The findings shall identify the reasons for the action on the appeal, and verify the compliance or noncompliance of the subject of the appeal with [the] Zoning Ordinance." The City Council may also "[a]dopt additional conditions of approval that may address issues or concerns other than the subject of the appeal." Finally, if "new or different" evidence is presented on appeal, the Council may refer the matter back to the Planning Commission for further consideration.

Council considers the matter "de novo" and is not limited to considering only facts previously entered into the record.

## **RECOMMENDATION**

Staff recommends that Council deny the appeal and approve AR-23-11, subject to the Resolution (Attachment 1) and Project Plans (Exhibit A to Attachment 1).

## **FISCAL IMPACT**

There is no significant fiscal impact associated with this Item.

## **ATTACHMENTS**

1. Attachment 1 - Draft Resolution
  2. Exhibit A Project Plans
  3. Attachment 2 Existing Site Conditions
  4. Attachment 3 Location Map
  5. Attachment 4 Staking and Flagging
  6. Attachment 5 Appeal
-

Reviewed for Submission to the City Council by:



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Jaime M. Fontes, City Manager

**CITY COUNCIL  
RESOLUTION NO. 23-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE  
DENYING AN APPEAL TO OVERTURN THE PLANNING COMMISSION  
DECISION APPROVING ARCHITECTURAL REVIEW APPLICATION NO.  
AR-23-11 FOR A SECOND STORY ADDITION AT 7 HARROW COURT (APN:  
012-682-037) IN THE SINGLE FAMILY RESIDENTIAL (RS-8) ZONING  
DISTRICT**

**WHEREAS**, the Planning Commission conducted a public hearing on August 9, 2023 to review Architectural Review Application No. AR-23-11 from Jonathan Lee, property owner, for a second story addition to an existing one-story single family residence located at 7 Harrow Court; and

**WHEREAS**, Pamela McCormick and Steve Crow, Appellants, have filed an appeal to the City Council to overturn the decision of the Planning Commission on the basis that the commission did not adequately discuss the neighbors' concerns over architectural review items; and

**WHEREAS**, the Seaside City Council, at a duly noticed public hearing on September 7, 2023, considered oral comments and written information concerning Architectural Review Application No. AR-23-11; and

**WHEREAS**, the City Council heard the appeal de novo, and it is the responsibility of the City Council to consider and weigh the merits of the appeal and public input in relation to the policies, standards and intent of the Seaside General Plan and the Seaside Municipal Code for the proposed second story addition; and

**WHEREAS**, the proposed second story addition is Categorically Exempt, Class 3, Section 15303(A), pursuant to the California Environmental Quality Act (CEQA) Guidelines.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council adopts the following findings denying the appeal and upholding the approval of AR-23-11 based on the following findings:

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

*Evidence: The proposed addition complies with all applicable development standards and provisions of the Zoning Ordinance and the Municipal Code. The approval will allow a 2,050 square foot second story addition, to a maximum*



*height of 24 feet, to a remodeled 2,383 square foot one-story dwelling and attached 506 square foot garage. The proposed architecture, building materials, and colors are consistent with those of the surrounding neighborhood.*

**BE IT FURTHER RESOLVED**, that the City Council hereby upholds the Planning Commission approval of Architectural Review Application No. AR-23-11 subject to the following conditions:

Planning:

1. The project will be reviewed for compliance with the regulations on Monterey Peninsula Water Management District at the time of building permit submittal. The residential water form is required to be submitted at time of building permit submittal. If it is determined that there is not adequate water for the project, as proposed, the floor plan will need to be revised to reduce the number of water fixtures. This modification will not require a hearing of the commission.
2. This approval does not include the conceptual Accessory Dwelling Unit shown on the attached plans.

Standard:

1. The applicant agrees as a condition and in consideration of the approval of this discretionary permit that it will defend, indemnify and hold harmless the City of Seaside or its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul this approval. The applicant will reimburse the City for any court costs and attorney's fees, which the City may be required by a court to pay as a result of such action. City may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his obligations under this condition. The City shall promptly notify the applicant of any such claim, action, or proceeding, and the City shall cooperate fully in the defense thereof.
2. Any proposed future development or change in use shall comply with the requirements of the Fire, Health, Planning, Code Enforcement, Building and Public Works Departments.
3. The permit shall have no force or effect unless and until accepted, and the terms thereof agreed to, in writing, by the applicant and property owner within fifteen (15) days from the date of its approval.

4. This approval shall become null and void unless the use is established within twelve (12) months of September 7, 2023. Time extensions may be granted if a written request and associated fee are received by the Community Development Department within 30 days prior to the expiration.
5. For purposes of assuring compliance, the applicant, agents, representatives or their assignees agree not to deny or impede access to the subject property by City employees in the performance of their duties.

**BE IT FURTHER RESOLVED**, the City Council hereby finds that the proposed second story addition is Categorically Exempt, Class 3, Section 15303(A), pursuant to the California Environmental Quality Act (CEQA) Guidelines, as it represents an addition to a single-family home.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside, State of California, on the 7<sup>th</sup> day of September 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Ian N. Oglesby, Mayor

ATTEST:

---

Dominique Davis, City Clerk

**ARCHITECTURAL REVIEW APPLICATION No. AR-23-11**

**RESOLUTION No. 23-XX**

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

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

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Applicant/Property Owner's Signature

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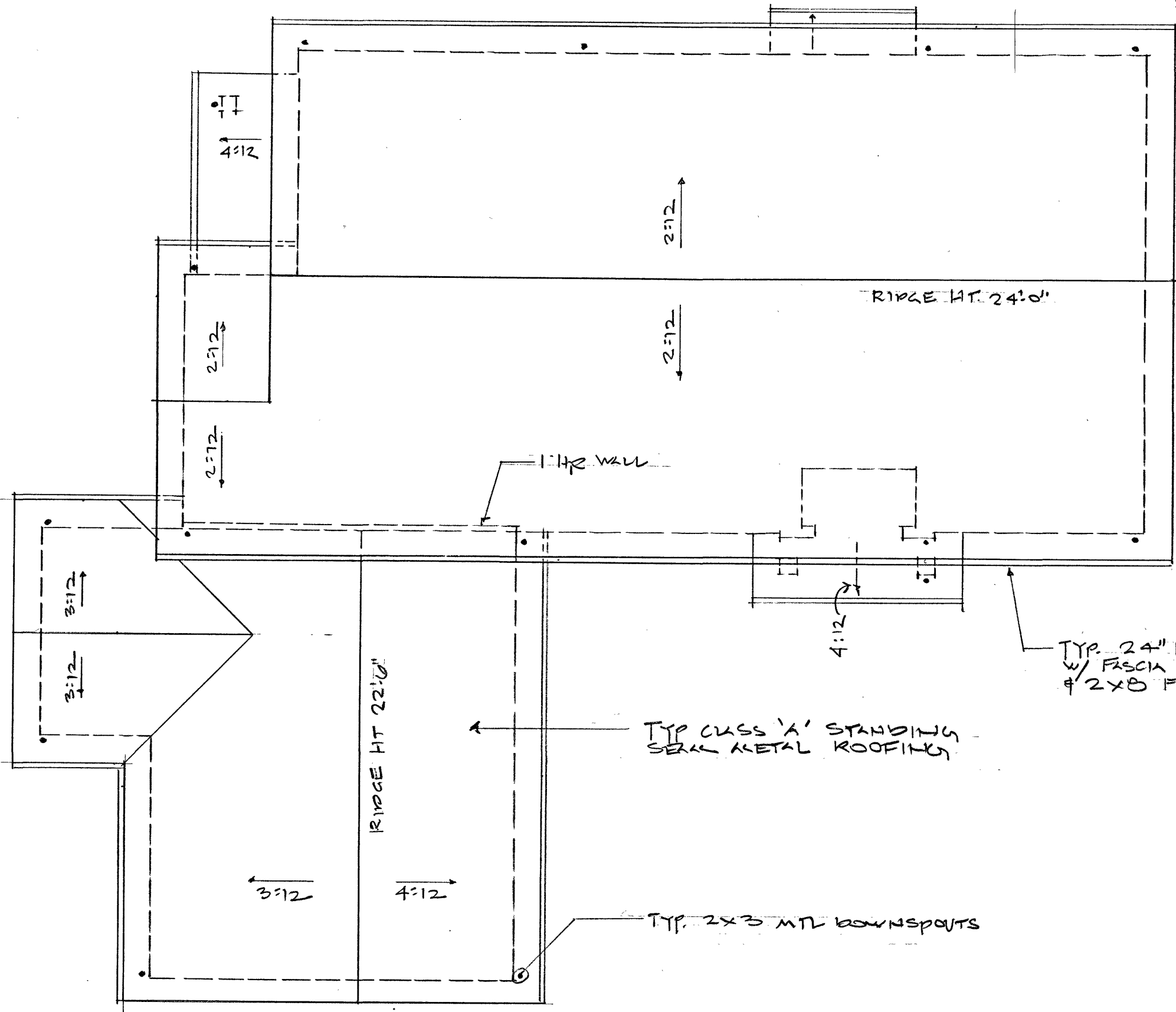
Date

BUILDING CLASSIFICATION

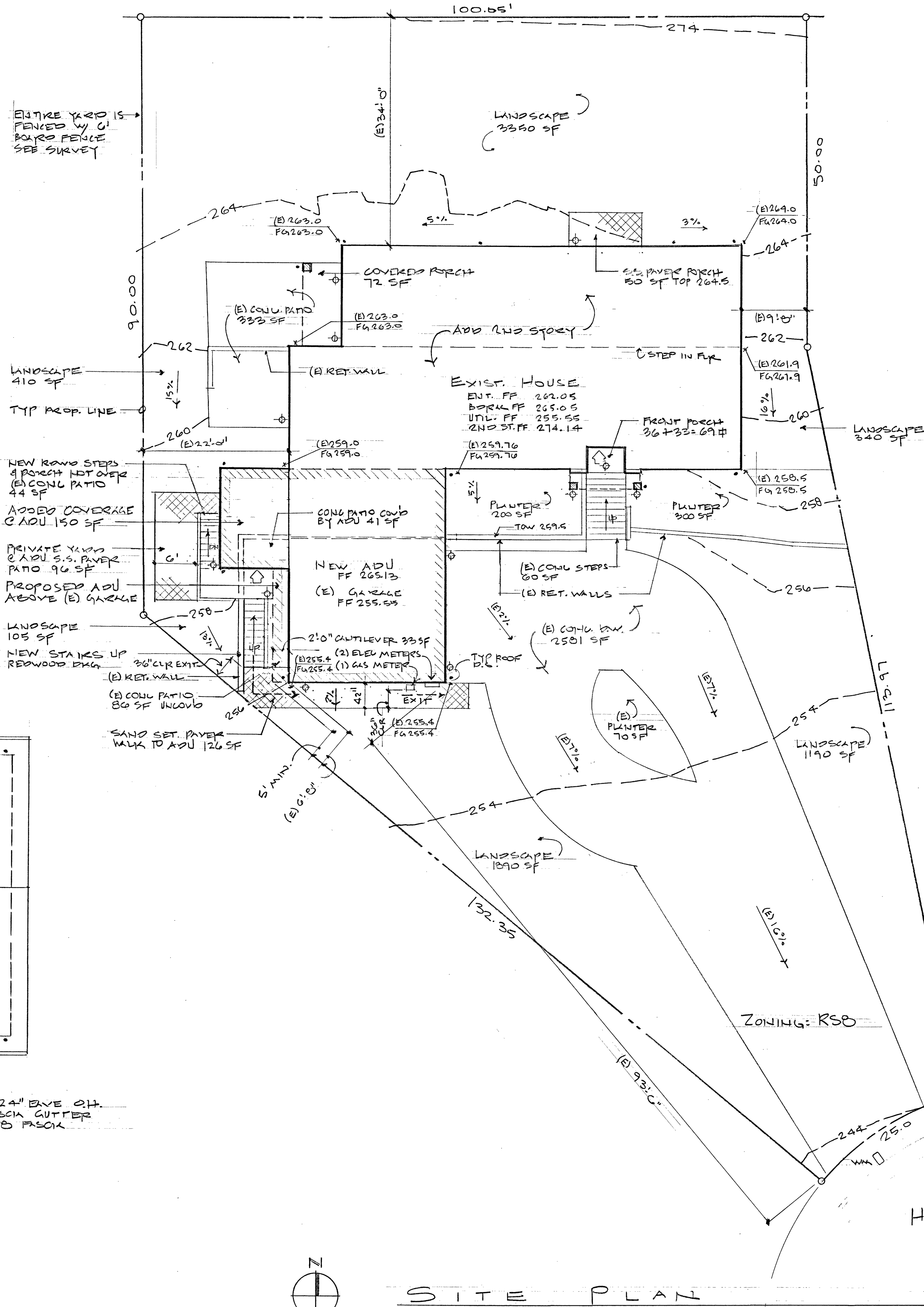
OCCUPANCY GROUP: R-3/U  
CONSTRUCTION TYPE: V-B FIRE SPRINKLERS REQUIRED  
STORIES: 2 HEIGHT: 24' Maximum  
CODES: 2022 CALIFORNIA CODES  
SCOPE OF WORK: Rebuild existing 2383 s.f. fire damaged house and 506 s.f. garage, add 2050 s.f. second story, add 69 s.f. covered front porch, add 72 s.f. covered back porch.  
ADU: Add 936 s.f. attached two bedroom ADU above existing attached garage, add 41 s.f. ADU storage room adjacent to existing garage, add 113 s.f. redwood porch and stairs at ADU.  
GROUND DISTURBANCE: 466 s.f.  
SEWER SYSTEM: CAL-AM WATER SYSTEM: CAL-AM  
FLOOR AREA: EXISTING HOUSE 1ST STORY 2383 S.F.  
ADD TO HOUSE 2ND STORY 2050 S.F.  
EXISTING ATTACHED GARAGE 506 S.F.  
TOTAL HOUSE & GARAGE 4939 S.F.  
ADDITION OF ADU 936 S.F.  
ADD ADU STORAGE ROOM 41 S.F.  
TOTAL FLOOR AREA 5911 S.F.  
ZONING: RS-8

DRAINAGE NOTES

- Roof drain downspouts shall be installed on all roof overhangs, and shall discharge onto concrete splash blocks or pavement, and drain away from structure as noted below.
- All finish grades including patios, and driveways shall be contoured to slope away from proposed structures:  
**Site Grading (CRC 401.3):** Surface Drainage shall be diverted to a storm sewer conveyance or other approved point of collection that does not create a hazard. Lots shall be graded to drain surface water away from foundation walls. The grade shall fall a minimum of 6 inches within the first 10 feet. **Exception:** Where lot lines, walls, slopes, or other physical barriers prohibit 6 inches of fall within 10 feet, drains or swales shall be constructed to ensure drainage away from the structure. Impervious surface (concrete, etc.) within 10 feet of the building foundation shall slope a minimum of 2 percent away from the building. All drainage facilities should be checked and maintained periodically to remove obstructions and assure proper function.
- See sheet #C1 for erosion control and BMP's.



ROOF PLAN



SITE PLAN

FLOOR AREA

|                        |         |
|------------------------|---------|
| EXISTING 1ST STORY     |         |
| EXIST'G MAIN FLOOR     | 2148    |
| EXIST'G UTILITY RM     | 235     |
| TOTAL 1ST STORY        | 2383    |
| ADD 2ND STORY          | 2050    |
| NEW ADU ABOVE GARAGE   | 936     |
| TOTAL HABITABLE        | 5369    |
| NEW STORAGE RM FOR ADU | 41      |
| EXISTING GARAGE        | 506     |
| GROSS FLOOR AREA       | 5916 SF |

F.A.R.

|                         |         |
|-------------------------|---------|
| GROSS FLOOR AREA        | 5916 SF |
| DEDUCT GARAGE OF 440 SF | - 440   |
| TOTAL F.A.R.            | 5476    |
| LOT AREA                | 1580 SF |
|                         | = 38%   |

SITE COVERAGE (IMPERVIOUS)

|                                   |          |
|-----------------------------------|----------|
| EXIST. HOUSE & GARAGE             | 2889 SF  |
| ADDITION TO FOOTPRINT & ADU       | 183      |
| EXIST. FRONT PORCH                | 20       |
| ADD. TO FRONT PORCH               | 20       |
| EXIST. CONG. PATIOS 333 & BG      | 419      |
| EXIST. CONG. D.N.                 | 2581     |
| EXIST. CONG. STEPS 60-18          | 42       |
| COVERED PATIO - G (B) CONG. PATIO | 72       |
| TOTAL                             | 6255     |
| LOT AREA                          | 14580 SF |
|                                   | = 43%    |

PERMEABLE COVERAGE

|                                                 |        |
|-------------------------------------------------|--------|
| NEW SAND SET PAVEMENT WALK                      | 126 SF |
| NEW SAND SET PAVEMENT ADU PATIO                 | 90     |
| NEW SAND SET PAVEMENT PORCH                     | 50     |
| NEW REDWOOD STEPS & PORCH (NOT ABOVE (B) PATIO) | 44     |
| TOTAL                                           | 310 SF |

INCREASE IN IMPERVIOUS COVERAGE

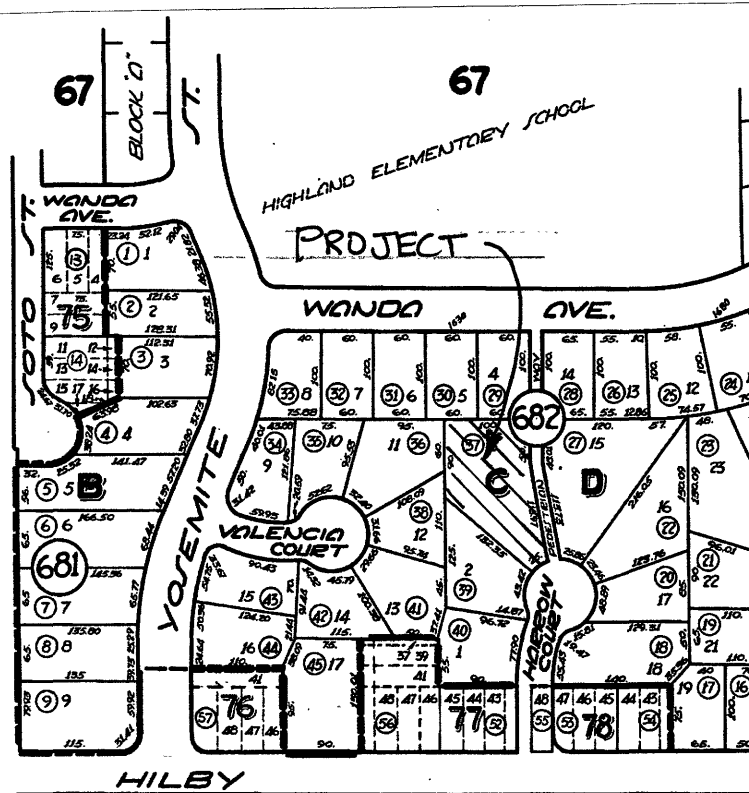
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|-------------------|-----------|
| PROPOSED COVERAGE | 6255 SF   |
| EXIST. COVERAGE   | - 6131 SF |
| INCREASE          | 124 SF    |

NOTES

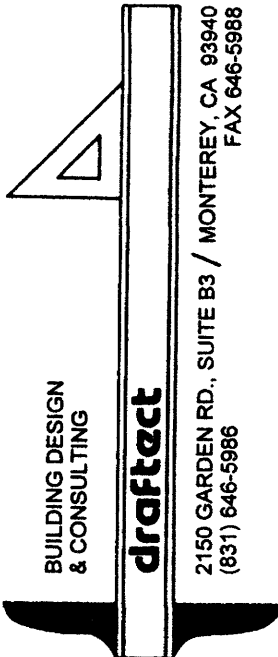
- NO EXCAVATION, NO FILL
- Ø DENOTES DARK SKY EXT. LIGHTS
- DENOTES (B) CONTOURS
- DENOTES NEW CONTOURS
- DENOTES SPOT ELEVATIONS
- AVAILABLE LANDSCAPE AREAS 7855 SF ± = 53%

PLAN INDEX

- A1 SITE PLAN & ROOF PLAN
- A2 FIRST STORY FLOOR PLAN
- A3 SECOND STORY FLOOR PLAN
- A4 ADU FLOOR PLAN
- A5 SOUTH & EAST EXTERIOR ELEVATIONS
- A6 NORTH & WEST EXTERIOR ELEVATIONS
- LS SURVEY MAP BY MONTEREY BAY ENGINEERS



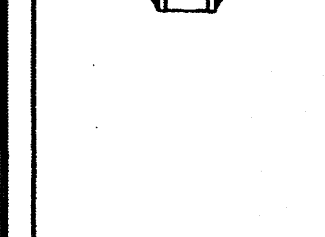
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|-----------|----|
| 2-6-23    | D  |
| 4-25-23   | D  |
| 5-17-23   | D  |
| 5-22-23   | D  |
| 6-14-23   | D  |
| 6-21-23   | D  |



JBL INVESTMENTS 7, LLC  
7 HARROW COURT  
SEASIDE, CALIFORNIA  
APN: 012-682-037-000

|       |         |
|-------|---------|
| Date  | 2-23-23 |
| Scale |         |
| Drawn |         |
| Job   | 03-2023 |
| Sheet |         |
| Of 7  | Sheets  |





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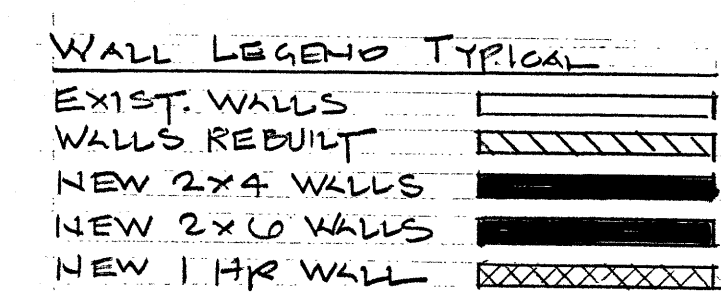
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| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 | 124 | 125 | 126 | 127 | 128 | 129 | 130 | 131 | 132 | 133 | 134 | 135 | 136 | 137 | 138 | 139 | 140 | 141 | 142 | 143 | 144 | 145 | 146 | 147 | 148 | 149 | 150 | 151 | 152 | 153 | 154 | 155 | 156 | 157 | 158 | 159 | 160 | 161 | 162 | 163 | 164 | 165 | 166 | 167 | 168 | 169 | 170 | 171 | 172 | 173 | 174 | 175 | 176 | 177 | 178 | 179 | 180 | 181 | 182 | 183 | 184 | 185 | 186 | 187 | 188 | 189 | 190 | 191 | 192 | 193 | 194 | 195 | 196 | 197 | 198 | 199 | 200 | 201 | 202 | 203 | 204 | 205 | 206 | 207 | 208 | 209 | 210 | 211 | 212 | 213 | 214 | 215 | 216 | 217 | 218 | 219 | 220 | 221 | 222 | 223 | 224 | 225 | 226 | 227 | 228 | 229 | 230 | 231 | 232 | 233 | 234 | 235 | 236 | 237 | 238 | 239 | 240 | 241 | 242 | 243 | 244 | 245 | 246 | 247 | 248 | 249 | 250 | 251 | 252 | 253 | 254 | 255 | 256 | 257 | 258 | 259 | 260 | 261 | 262 | 263 | 264 | 265 | 266 | 267 | 268 | 269 | 270 | 271 | 272 | 273 | 274 | 275 | 276 | 277 | 278 | 279 | 280 | 281 | 282 | 283 | 284 | 285 | 286 | 287 | 288 | 289 | 290 | 291 | 292 | 293 | 294 | 295 | 296 | 297 | 298 | 299 | 300 | 301 | 302 | 303 | 304 | 305 | 306 | 307 | 308 | 309 | 310 | 311 | 312 | 313 | 314 | 315 | 316 | 317 | 318 | 319 | 320 | 321 | 322 | 323 | 324 | 325 | 326 | 327 | 328 | 329 | 330 | 331 | 332 | 333 | 334 | 335 | 336 | 337 | 338 | 339 | 340 | 341 | 342 | 343 | 344 | 345 | 346 | 347 | 348 | 349 | 350 | 351 | 352 | 353 | 354 | 355 | 356 | 357 | 358 | 359 | 360 | 361 | 362 | 363 | 364 | 365 | 366 | 367 | 368 | 369 | 370 | 371 | 372 | 373 | 374 | 375 | 376 | 377 | 378 | 379 | 380 | 381 | 382 | 383 | 384 | 385 | 386 | 387 | 388 | 389 | 390 | 391 | 392 | 393 | 394 | 395 | 396 | 397 | 398 | 399 | 400 | 401 | 402 | 403 | 404 | 405 | 406 | 407 | 408 | 409 | 410 | 411 | 412 | 413 | 414 | 415 | 416 | 417 | 418 | 419 | 420 | 421 | 422 | 423 | 424 | 425 | 426 | 427 | 428 | 429 | 430 | 431 | 432 | 433 | 434 | 435 | 436 | 437 | 438 | 439 | 440 | 441 | 442 | 443 | 444 | 445 | 446 | 447 | 448 | 449 | 450 | 451 | 452 | 453 | 454 | 455 | 456 | 457 | 458 | 459 | 460 | 461 | 462 | 463 | 464 | 465 | 466 |
|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|

|       |         |
|-------|---------|
| Date  | 4-24-23 |
| Scale |         |
| Drawn |         |

Job 03-2023

Sheet  
A2  
Of Sheets

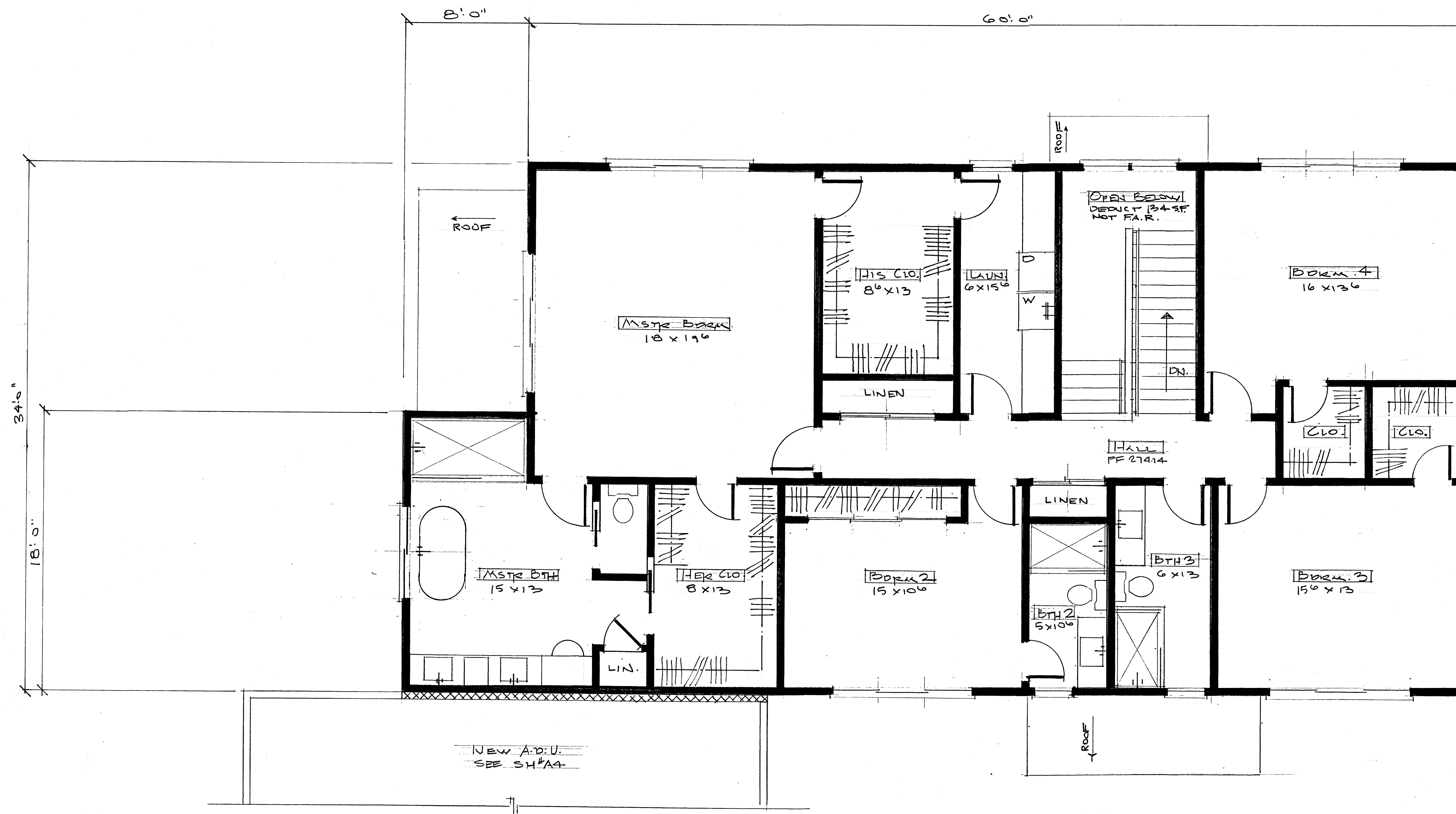
1



# FIRST STORY

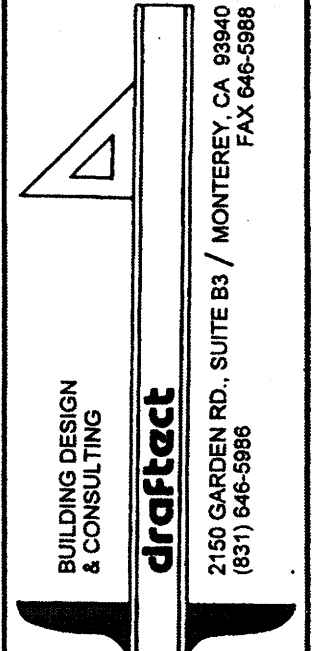
1/4" x 10"





SECOND STORY

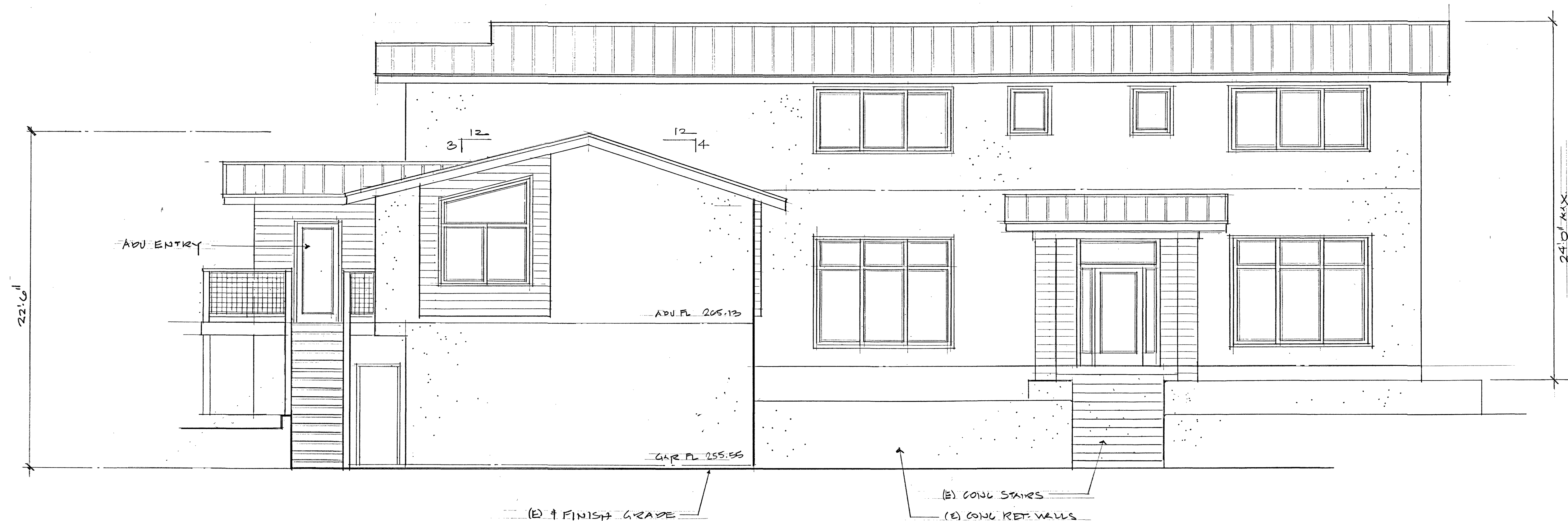
| REVISIONS | BY |
|-----------|----|
| 5-22-23   | D  |
| 6-14-23   | D  |
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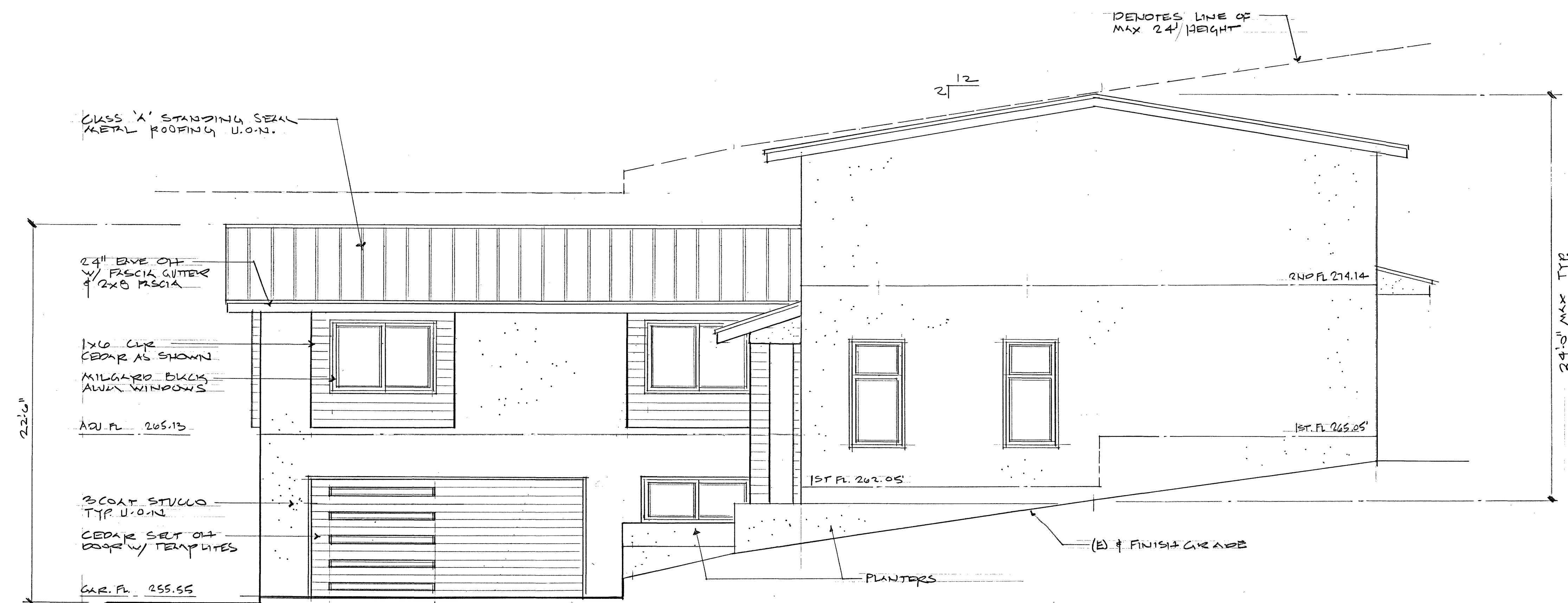
JBL INVESTMENTS 7, LLC  
7 HARROW COURT  
SEASIDE, CALIFORNIA  
APN: 012-682-037-000

|       |         |
|-------|---------|
| Date  | 5-17-23 |
| Scale |         |
| Drawn |         |
| Job   | 032023  |
| Sheet | A3      |
| Of    | Sheets  |





SOUTH ELEVATION

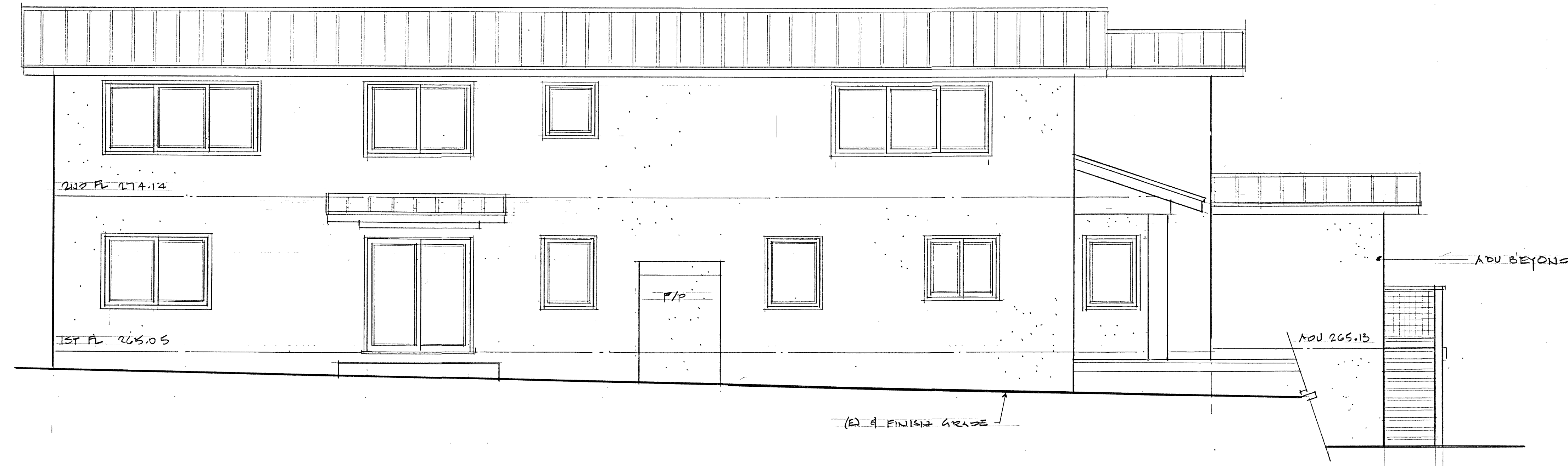


EAST ELEVATION

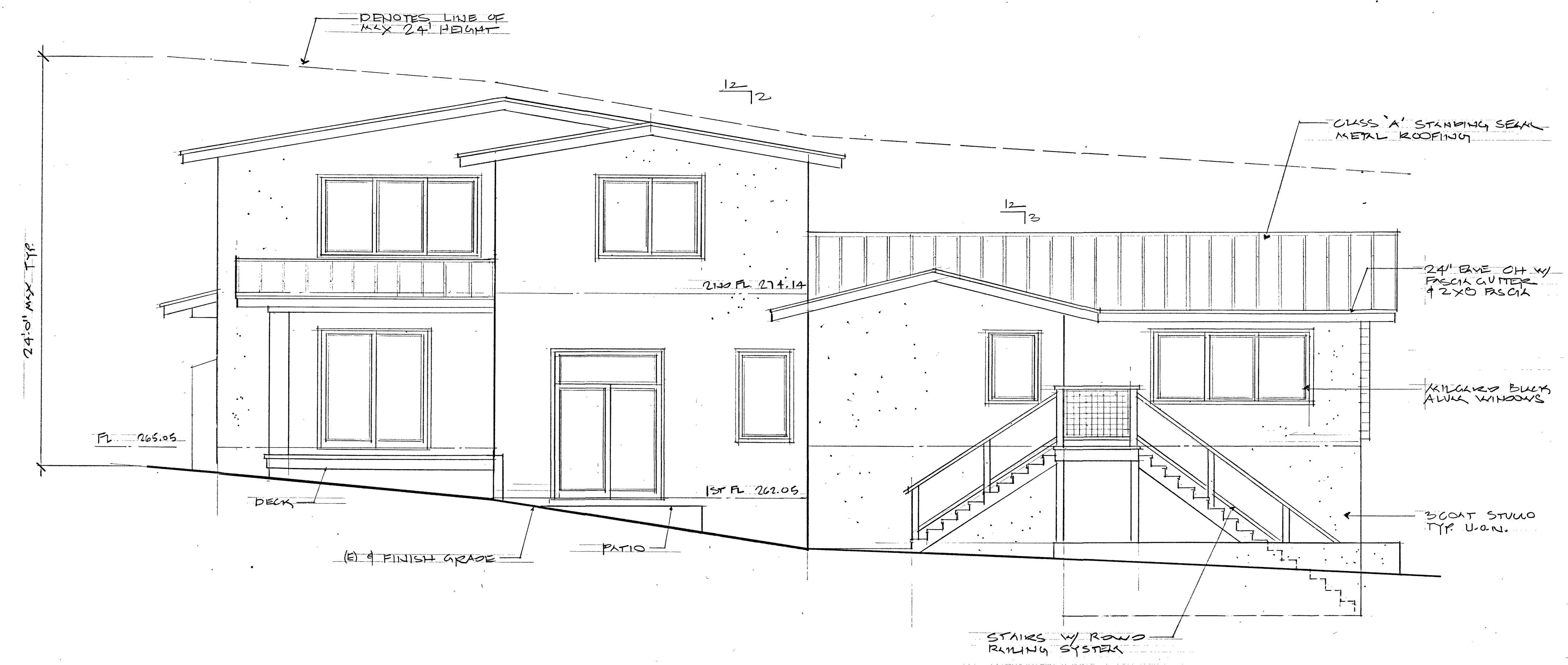
Exterior Colors

|                           |              |                          |
|---------------------------|--------------|--------------------------|
| Exterior walls:           | Stucco       | Acoustic White           |
| Downspouts:               | Cedar Siding | Acoustic White           |
| Roof-Standing Seam Metal: |              | Natural Cedar            |
| Gutters:                  |              | Taupe                    |
| Trim:                     |              | Tranquil Taupe           |
| Windows & Sliding Doors:  |              | Tranquil Taupe           |
|                           |              | Milgard - Black Aluminum |





NORTH "REAR" ELEVATION

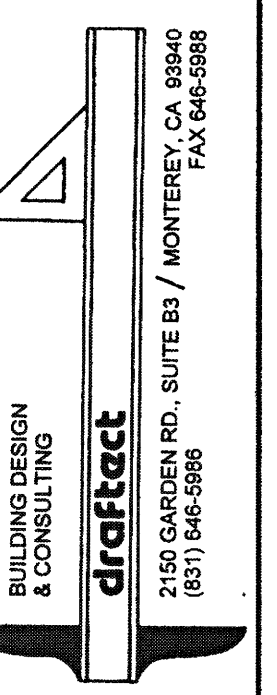


WEST ELEVATION

Exterior Colors

|                           |                          |                          |
|---------------------------|--------------------------|--------------------------|
| Exterior walls:           | Stucco                   | Acoustic White           |
| Downspouts:               | Cedar Siding             | Acoustic White           |
| Roof-Standing Seam Metal: | Natural Cedar            | Natural Cedar            |
| Gutters:                  | Taupe                    | Taupe                    |
| Trim:                     | Tranquil Taupe           | Tranquil Taupe           |
| Windows & Sliding Doors:  | Milgard - Black Aluminum | Milgard - Black Aluminum |

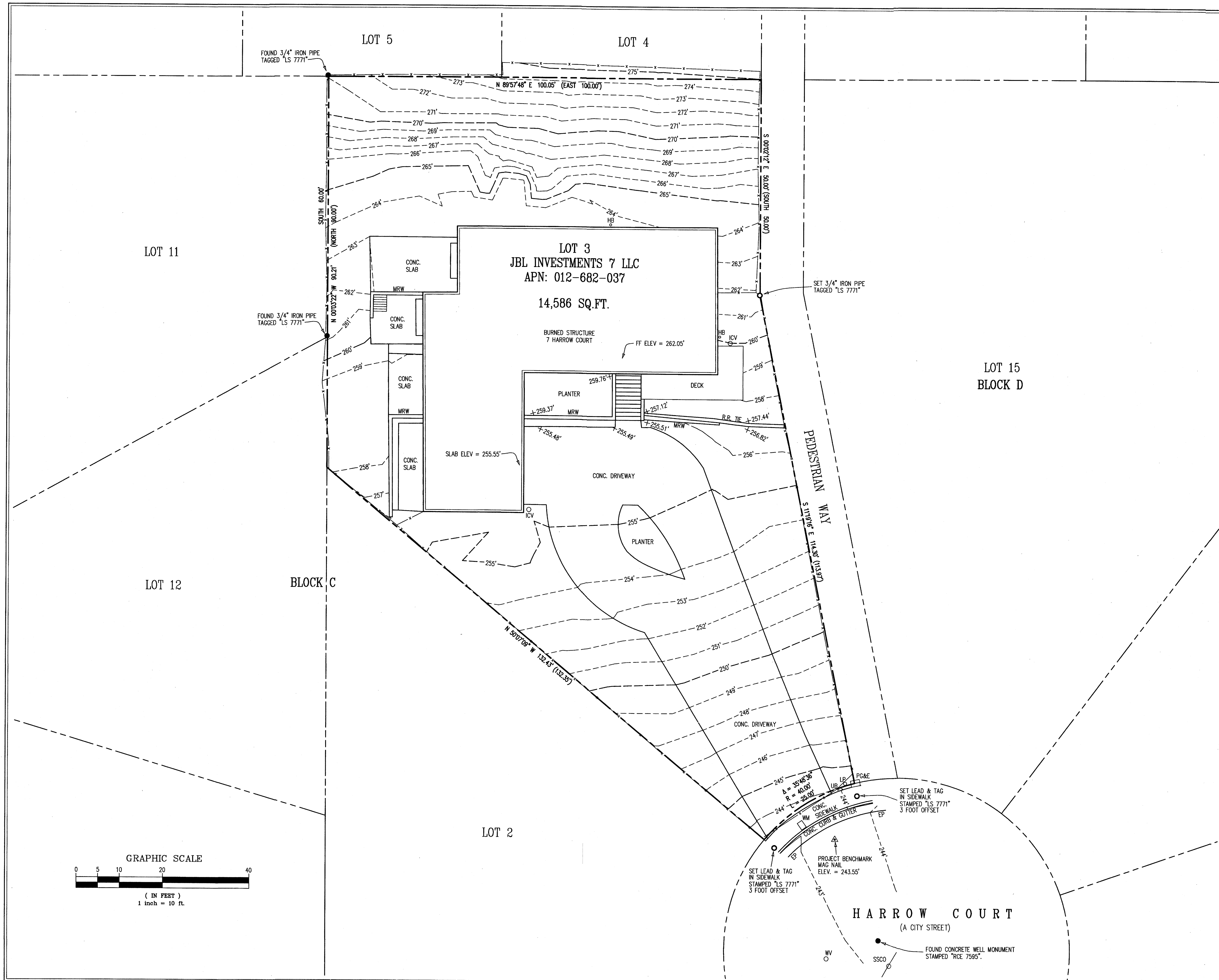
| REVISIONS | BY |
|-----------|----|
|           |    |
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JBL INVESTMENTS 7, LLC  
7 HARROW COURT  
SEASIDE, CALIFORNIA  
APN: 012-682-037-000

|       |         |
|-------|---------|
| Date  | 5-22-23 |
| Scale |         |
| Drawn |         |
| Job   | 03-2023 |
| Sheet |         |
| Of    | 16      |



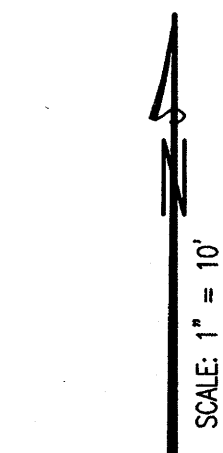


#### NOTES:

1. BOUNDARY LOCATIONS SHOWN HEREON WERE DETERMINED WITH THE BENEFIT OF A FIELD SURVEY SUPPLEMENTED BY RECORD DATA. ALL BOUNDARY DATA SHOWN ARE FROM THE RECORDS.
2. DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
3. CONTOUR INTERVAL = 1 FOOT.
4. THIS PROPERTY MAY BE AFFECTED BY EASEMENTS THAT ARE NOT SHOWN ON THIS MAP.
5. ELEVATIONS SHOWN ARE BASED ON NGVD-88 DATUM. A GPS SURVEY WAS CONDUCTED TO ESTABLISH THE SITE BENCHMARK USING REFERENCE STATION "CAMT" ON THE SMARTNET NORTH AMERICA NETWORK. THE PROJECT BENCHMARK IS A MAG NAIL WITH WASHER IN THE PAVEMENT, AS SHOWN ON THIS MAP. ELEVATION = 243.55'.
6. ● DENOTES A FOUND MONUMENT AS NOTED.
7. ○ DENOTES A SET MONUMENT AS NOTED.
8. +99.99' DENOTES GROUND ELEVATIONS AS SHOWN.
9. ANY SUBSEQUENT USE OF THIS SURVEYING DATA MUST INCLUDE THIS NOTE:  
THE BOUNDARY AND SURVEYING DATA SHOWN WAS FURNISHED BY MONTEREY BAY ENGINEERS, INC., AND THAT FIRM IS NOT RESPONSIBLE FOR ANY REVISIONS. THE ORIGINAL WORK WAS SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR.
10. A CORNER RECORD WILL BE FILED WITH THE COUNTY OF MONTEREY SHOWING THE MONUMENTATION SET WITH THIS BOUNDARY SURVEY.

#### LEGEND:

|     |                          |
|-----|--------------------------|
| --- | FENCE LINE               |
| --- | CONCRETE                 |
| --- | EDGE OF PAVEMENT         |
| --- | FINISH FLOOR ELEVATION   |
| --- | HOSE BIB                 |
| --- | IRRIGATION CONTROL VALVE |
| --- | LIGHT POST               |
| --- | MASONRY RETAINING WALL   |
| --- | PC&E VAULT               |
| --- | SANITARY SEWER CLEAN OUT |
| --- | UTILITY BOX              |
| --- | WATER METER              |
| --- | WATER VALVE              |



## TOPOGRAPHIC SURVEY

OF  
LOT 3, BLOCK C  
DEL MONTE HEIGHTS UNIT "F"  
VOLUME 9, CITIES & TOWNS, PAGE 13

CITY OF SEASIDE COUNTY OF MONTEREY STATE OF CALIFORNIA

PREPARED FOR  
JBL INVESTMENTS 7 LLC

BY  
MONTEREY BAY ENGINEERS, INC.

CIVIL ENGINEERING • SUBDIVISIONS • LAND SURVEYING • CONSTRUCTION STAKING  
607 Charles Ave Suite B Seaside, California 93955  
Phone: (831) 899-7899

SCALE: 1" = 10' JOB No. 22-127 JANUARY 2023

FIELD: END & MAL SHEET # LS DRAWN BY: END

ARCHITECTURAL REVIEW – MATERIALS/COLORS AND LIGHTING FIXTURE BOARD

7 HARROW COURT

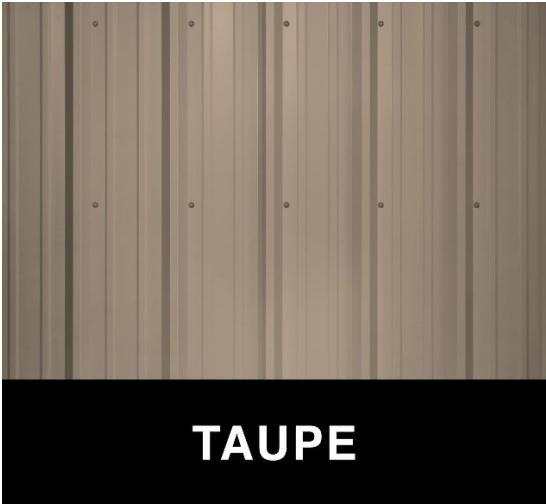
SEASIDE, CA 93955

APN: 012-682-037-000

EXTERIOR WALLS:



ROOF-STANDING SEAM METAL:



BLACK LED WALL LATERN SCONCE:



TRIM:



CEDAR SIDING:





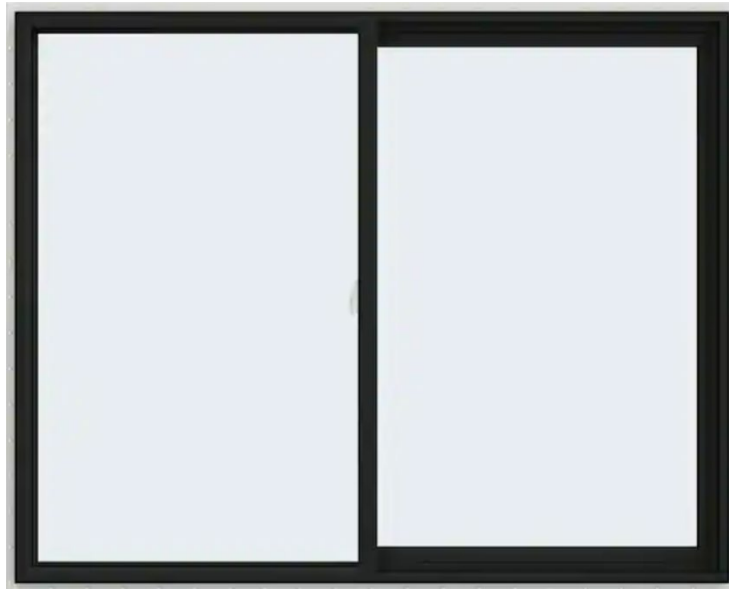
**ARCHITECTURAL REVIEW – WINDOW AND GARAGE DOOR SPECS**

7 HARROW COURT

SEASIDE, CA 93955

APN: 012-682-037-000

**WINDOWS:**



**Black Milgard vinyl sliding windows or equivalent**

**GARAGE DOOR:**



**Cedar overhead garage door or equivalent**



ARCHITECTURAL REVIEW – EXISTING STRUCTURE ELEVATIONS

7 HARROW COURT

SEASIDE, CA 93955

NORTH:



EAST:



SOUTHEAST:



SOUTHWEST:



























City of Seaside

# APPEAL TO CITY COUNCIL

\*\*\*Fees per current adopted fee schedule\*\*\*

An application to appeal an administrative action or citation. If you have any questions regarding the appeal process, please visit the City Clerk's office during regular business hours or call 831-899-6707.

Please return form to the City Clerk's Office:

440 Harcourt Avenue, Seaside, CA 93955

## APPELLANT

Name of Appellant: Pamela McCormick / Steve Crow

Residing at: 10 Valencia Ct

Phone Number(s): 541-821-0663 / 530 905 8488

Signed: [Signature] Date: 8/10/23

## SUBJECT OF APPEAL

I hereby appeal the decision of the: Planning Commission  
(Name of Council, Committee, or Commission decision being appealed)

Date the decision being appealed was rendered: 8/9/23

Agenda item number: AR 2 / 6C

Subject/Agenda item title: Architectural Review Application No. AR-23-11

Signed: [Signature] Date: 8/10/23

## REASON FOR APPEAL

Explain specifically what action(s) you are appealing and why you believe the Council should consider your appeal. Include what evidence you have that supports your appeal. You may attach additional pages if necessary. (Number of sheets attached     )

The commission did not adequately discuss the neighbors concerns over Architectural review items.

Administrative Use Only

Receipt Number: R00042084

Received by: Jacqueline Fuller Date: 8/10/23



## CITY OF SEASIDE STAFF REPORT

Item No.: 9.B.

**TO:** City Council

**FROM:** Jaime M. Fontes, City Manager

**BY:** Haroon Noori, Administrative Analyst II

**DATE:** September 7, 2023

**SUBJECT: ADOPT A RESOLUTION APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2022-2023**

---

### **RECOMMENDATION**

Adopt a Resolution to:

1. Approve the FY2022-23 CAPER for the CDBG program; and
2. Authorize the City Manager or designee to submit the FY2022-23 CAPER to the U.S. Department of Housing and Urban Development.

### **BACKGROUND**

#### **BACKGROUND**

The City of Seaside is a recipient of federal entitlement grant funding from the Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) program. As a recipient of these funds, HUD requires the City to prepare and submit a Consolidated Annual Performance Evaluation Report (CAPER) for the CDBG program within 90 days of the close of the fiscal year. The CAPER evaluates the City's overall progress and performance in meeting the goals identified within its five-year Consolidated Plan and the Annual Action Plan.

#### **DISCUSSION:**

In FY 2022-23, which began on July 1, 2022 and ended on June 30, 2023, the City of Seaside received \$356,647.00 in CDBG allocation and \$102,920.00 in program income for a total of \$459,567.00. The City also had additional funds carried over from previous program years. The table below provides a summary and breakdown of the total funds available and spent during FY 2022-23:

|                                            | <b>Revenue</b> | <b>Expense</b> | <b>Balance</b> |
|--------------------------------------------|----------------|----------------|----------------|
| FY2022-23 CDBG Allocation + Program Income | \$459,567.00   | \$458,586.67   | \$980.33       |
| Carry-Over Balance - CDBG                  | \$391,183.45   | \$307,209.12   | \$83,974.33    |
| Carry-Over Balance - CDBG-CV               | \$51,831.49    | \$44,628.28    | \$7,203.21     |

Consistent with the strategic goals and priorities of the 2020-2024 Consolidated Plan and the 2022-23 Annual Action Plan (AAP), the City carefully evaluated and determined its community and housing needs. The City collaborated with local non-profits to carry out various projects and activities, which benefitted over 2,522 low- and moderate-income Seaside residents. A summary of the FY 2022-23 activities and accomplishments is included in the table below. Detailed information on these projects will be included in the FY 2022-23 CAPER.

| <b>Table 1: FY2022-23 Projects and Accomplishments</b> |                            |               |                  |               |                              |
|--------------------------------------------------------|----------------------------|---------------|------------------|---------------|------------------------------|
| <b>Organization</b>                                    | <b>Service /Project</b>    | <b>Budget</b> | <b>Disbursed</b> | <b>Status</b> | <b># of persons Assisted</b> |
| <b>Public Service Activities</b>                       |                            |               |                  |               |                              |
| Girls, Inc. of the Central Coast                       | Youth Services             | \$12,344.00   | \$12,344.00      | Complete      | 70                           |
| Greater Victory Temple                                 | Youth Services             | \$12,344.00   | \$12,343.26      | Complete      | 96                           |
| Legal Services for Seniors                             | Legal Services             | \$12,344.00   | \$12,216.67      | Complete      | 122                          |
| Meals on Wheels of the Monterey Peninsula              | Senior Services            | \$12,344.00   | \$12,344.00      | Complete      | 232                          |
| Eden Council for Hope and Opportunity                  | Fair Housing Activities    | \$9,390.00    | \$9,390.00       | Complete      | 53                           |
| Gathering for Women - Monterey                         | Case Management – Homeless | \$10,000.00   | \$10,000.00      | Complete      | 42                           |

|                                                       |                                                               |              |              |           |                                              |
|-------------------------------------------------------|---------------------------------------------------------------|--------------|--------------|-----------|----------------------------------------------|
|                                                       | Shelter                                                       |              |              |           |                                              |
| <b>Coronavirus Response Public Service Activities</b> |                                                               |              |              |           |                                              |
| Central Coastal VNA and Hospice, Inc.                 | Health Services                                               | \$45,048.00  | \$43,940.00  | Complete  | 311 vaccines administered<br>11 clinics held |
| City of Seaside – COVID-19 Outreach                   | Other Public Services                                         | \$6,783.49   | \$688.28     | Complete  | City-wide                                    |
| <b>Capital Improvement Projects</b>                   |                                                               |              |              |           |                                              |
| Boys and Girls Club of Monterey County                | Boys and Girls Clubhouse - Gymnasium and Kitchen Improvements | \$50,000.00  | \$49,948.74  | Complete  | 503                                          |
| Community Human Services                              | Genesis House Facility Improvements                           | \$40,000.00  | \$40,000.00  | Complete  | 261                                          |
| City of Seaside – Public Works                        | Ellis Park Improvements                                       | \$307,209.12 | \$307,209.12 | Complete  | 845                                          |
| City of Seaside – Public Works                        | Cutino Park Improvements                                      | \$250,000.00 | \$250,000.00 | Underway  | --                                           |
| Veterans Transition Center                            | Transitional Housing HVAC upgrade                             | \$83,974.33  | --           | Cancelled | --                                           |
| <b>Program planning and administration</b>            |                                                               |              |              |           |                                              |
| CDBG                                                  |                                                               | \$50,801.00  | \$50,000.00  | Complete  | N/A                                          |

All activities marked “underway” in the table above are on track for completion and closeout in the current fiscal year. Accomplishments for these activities will be reported in the FY 2023-24 CAPER.

#### **CITIZEN PARTICIPATION AND PUBLIC OUTREACH:**

The FY 2022-23 CAPER was made available for public review and comment for at least

a 15-day period, from August 28, 2023, through September 11, 2023. A notice (in English and Spanish) of public comment and the September 7th, 2023, public hearing was published in the Monterey County Weekly on August 24th.

The CAPER was also posted on the City website at [www.ci.seaside.ca.us/CDBG](http://www.ci.seaside.ca.us/CDBG) and is available at the following locations:

- Seaside City Hall
- Seaside Public Library
- Seaside Fire Station
- Oldemeyer Community Center
- Community Development Department

All public comments received during the 15-day public review period or at the public hearing will be incorporated into the FY 2022-23 CAPER and submitted to HUD.

### **FISCAL IMPACT**

Approval and submittal of CAPER does not have any fiscal impact.

### **ATTACHMENTS**

1. 2022-2023 CAPER Resolution
2. City of Seaside FY22-23 CAPER

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Reviewed for Submission to the City Council by:

  
Jaime M. Fontes, City Manager



**RESOLUTION NO. 23-**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**  
**APPROVING THE FY2022-2023 CONSOLIDATED ANNUAL**  
**PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY**  
**DEVELOPMENT BLOCK GRANT PROGRAM**

**WHEREAS**, the City of Seaside ("City") participates in the Department of Housing and Urban Development's ("HUD") Community Development Block Grant ("CDBG") Program; and

**WHEREAS**, the City received CDBG funds in FY2022/2023; and

**WHEREAS**, HUD requires the City to prepare and submit a Consolidated Annual Performance and Evaluation Report ("CAPER") for the CDBG program within 90 days of the close of the fiscal year; and

**WHEREAS**, the City of Seaside, as required by HUD, duly published notice of, and conducted a public hearing to obtain the views of citizens on the FY2022/2023 CAPER; and

**WHEREAS**, on September 7, 2023, the City Council of the City of Seaside reviewed the FY2022/2023 CAPER and approved the report, including any comments.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Seaside that the FY2022/2023 CAPER, is hereby approved, and that the City Manager or designee is hereby authorized and directed to submit the FY2022/2023 CAPER to HUD as required.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of September 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Ian N. Oglesby, Mayor

ATTEST:

\_\_\_\_\_  
Dominique Davis, City Clerk



## CITY OF SEASIDE

Consolidated Annual Performance and Evaluation Report (CAPER)  
For the Community Development Block Grant Program (CDBG)  
Fiscal Year 2022-2023 (Program Year 2022)

DRAFT RELEASED FOR PUBLIC COMMENT  
August 28, 2023

**Prepared by:**  
Community Development Department  
440 Harcourt Ave, Seaside, CA 93955  
(831) 899-6726 | CDBG@ci.seaside.ca.us

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### Exhibits:

## Executive Summary

The City of Seaside (City) is a recipient of federal entitlement grant funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grants (CDBG). As a recipient of these funds, the City is required (pursuant 24 CFR 91.520) to prepare a Consolidated Annual Performance Evaluation Report (CAPER) annually to evaluate the City's overall progress and performance in meeting the following priority activities identified within its five-year Consolidated Plan and the Annual Action Plan:

- Access to community and social services;
- Improve accessibility to persons with disabilities;
- Provide quality facilities and infrastructure;
- Promote beautification;
- Assist microbusinesses; and
- Prevent, prepare for, and respond to the coronavirus pandemic.

This document represents the City of Seaside's PY2022 CAPER related to the City's CDBG Program. The CAPER provides HUD, the public, and the City an opportunity to review Seaside's housing and community development accomplishments for PY2022, with focus on those activities funded by the CDBG program.

## CR-05 - Goals and Outcomes

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**

*This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.*

In PY2022, consistent with the strategic goals and priorities in the 2020-2024 Consolidated Plan and the 2022-23 Annual Action Plan (AAP), the City carefully evaluated and determined its community and housing needs, and partnered with local non-profits to carry out various projects and activities. Data in Table 1 below highlights key accomplishments during the program year and reflects the progress towards the Consolidated Strategic Plan goals. Highlights include:

#### **Strategic Goal 1: Access to community and social services**

To ensure access to much needed community and social services, the City collaborated with experienced local non-profits to undertake various programs benefiting a diverse clientele. A summary of the activities and outcomes is provided below:

- 70 LMI girls (aged 9-18) received self-confidence and self-esteem improvement coaching through the Girls, Inc. of the Central Coast at the following schools: Seaside Middle School, Ord Terrace Elementary School, and Martin Luther King Jr School of Arts.
- 96 LMI students received after school tutoring and meals through the Greater Victory Temple.
- 122 LMI seniors received free legal services through the Legal Services for Seniors.
- 232 LMI homebound elderly (over 75 years old) persons received 3 meals a day through the Meals on Wheels of the Monterey Peninsula.
- 53 LMI persons received fair housing and tenant-landlord services through the Eden Council for Hope and Opportunity (ECHO). ECHO also completed systemic audit of 5 sites.
- 42 LMI unique single women received shelter and 3 meals a day at Casa de Noche Buena through Gathering for Women – Monterey.

#### **Strategic Goal 2: Improve accessibility to persons with disabilities**

- Ellis Park Improvement project: Originally funded in program years 2020 and 2021, the City of Seaside Public Works department completed the Ellis Park improvement project in PY2022.
- Cutino Park Improvement project: The City of Seaside Public Works department began the implementation of the Cutino Park improvement project and is on track to be completed in the current program year (2023). This project is supported by \$250,000 in CDBG funding per year in fiscal years 2022/23 and 2023/24.

#### **Strategic Goal 3: Provide quality facilities and infrastructure**

In PY2022, the City of Seaside funded the following capital improvement projects:

- Boys and Girls Clubhouse - Kitchen flooring project (CDBG allocation: \$50,000; *project completed*). In PY2022, 503 LMI persons benefited from this project. It is anticipated that around 350 LMI persons will benefit from these improvements per year in the coming years.
- Community Human Services - Genesis House Facility Exterior paint project (CDBG allocation: \$40,000; *project completed*). In PY2022, 261 individuals received substance abuse and rehabilitative services. It

is anticipated that around 300 LMI persons will benefit from these improvements per year in the coming years.

#### **Strategic Goal 4: Promote beautification**

The City of Seaside did not fund any projects in support of this goal in PY2022. The City anticipated that the Veterans Transition Center (VTC) would begin implementation of the previously funded (in 2019 and 2020) housing rehabilitation project on the former Fort Ord to provide housing for homeless Seaside veterans. VTC was unable to commence the project in PY2022. This project has been cancelled. The funds (\$83,974) allocated to this project will be reprogrammed into new activities and projects through a future Notice of Funding Availability (NOFA) process.

#### **Strategic Goal 5: Prevent, prepare for, and respond to the coronavirus pandemic**

The City of Seaside did not fund any projects in support of this goal in PY2022. However, the City continued implementation of previously funded coronavirus response activities in PY2022, including the following:

- COVID-19 Immunization Clinics: Originally funded in PY2020, this activity was carried over to PY2022 with \$45,048.00 in remaining funds. In PY2022, the City offered 11 COVID-19 clinics (benefitting 311 LMI Seaside residents) through Central Coastal VNA and Hospice Inc. COVID-19 clinics were set up in various community centers and hard-to-reach areas to ensure improve access to this service. This activity was completed in PY2022.
- COVID-19 Outreach: Originally funded in PY2020, this activity was carried over to PY2022 \$6,783 in remaining funds. The City's Fire Department spearheaded the City's COVID-19 outreach efforts. This activity was completed in PY2022.

#### **Strategic Goal 6: Program Planning and Administration**

The City's CDBG staff provided assistance with the administration and oversight of the CDBG and CDBG-CV projects and activities.

#### **Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

*Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.*

Table 1 provides numeric detail on activities completed in PY2022, and progress made toward meeting the Consolidated Strategic Plan goals and objectives:

| Goal                                               | Category                                                                 | Source / Amount                                                                                                         | Indicator                                                                                                                                     | Unit of Measure  | 5-Year Strategic Plan |        |                  | 2022/2023 Program Year (Year 3) |        |                  |
|----------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------------|--------|------------------|---------------------------------|--------|------------------|
|                                                    |                                                                          |                                                                                                                         |                                                                                                                                               |                  | Expected              | Actual | Percent Complete | Expected                        | Actual | Percent Complete |
| Access to Community and Social Services            | Non-Homeless Special Needs<br>Non-Housing Community Development<br>Other | CDBG(2022): \$68,766                                                                                                    | Public service activities other than Low/Moderate Income Housing Benefit<br>Public service activities for Low/Moderate Income Housing Benefit | Persons Assisted | 5,000                 | 2,341  | 59%              | 778                             | 637    | 81%              |
| Improve accessibility to persons with disabilities | Non-Homeless Special Needs<br>Non-Housing Community Development          | CDBG(2020): \$109,132 (Ellis Park)<br><br>CDBG(2021): \$198,076 (Ellis Park)<br><br>CDBG(2022): \$250,000 (Cutino Park) | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit                                                   | Persons Assisted | 1,800                 | 845    | 46%              | 7060                            | 0      | 0%               |
| Provide Quality Facilities and Infrastructure      | Non-Homeless Special Needs<br>Non-Housing Community Development          | CDBG(2022): \$50,000 (Boys and Girls Club)<br><br>CDBG(2022): \$40,000 (Genesis House)                                  | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit                                                   | Persons Assisted | 1,800                 | 2,255  | 125%             | 525                             | 764    | 145%             |
| Promote Beautification                             | Non-Housing Community Development<br>Homeless                            | CDBG(2019): \$43,974 (VTC)<br><br>CDBG(2020): \$40,000 (VTC)                                                            | Homelessness Prevention                                                                                                                       | Persons Assisted | 15                    | 15     | 100%             | 0                               | 0      | 0%               |

|                                                         |                                |                                |                                                                                |                     |        |        |     |     |     |      |
|---------------------------------------------------------|--------------------------------|--------------------------------|--------------------------------------------------------------------------------|---------------------|--------|--------|-----|-----|-----|------|
| COVID-19<br>Preparation,<br>Prevention, and<br>Response | COVID-19                       | CDBG-<br>CV(2020):<br>\$51,831 | Public service activities<br>other than Low/Moderate<br>Income Housing Benefit | Persons<br>Assisted | 20,000 | 15,903 | 79% | 500 | 311 | 62%  |
| Program<br>Planning and<br>Administration               | CDBG Program<br>Administration | CDBG(2022):<br>\$50,801        | Other                                                                          | Other               | 5      | er     | 60% | 1   | 1   | 100% |

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**



**Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

During PY2022, the City of Seaside focused on addressing the following priorities of the 2020-2024 Consolidated Plan:

- Access to community and social services
- Improve accessibility to persons with disabilities
- Provide quality facilities and infrastructure
- Promote beautification
- Assist microbusinesses
- Prevent, prepare for, and respond to the coronavirus pandemic

The City of Seaside’s primary objective is to use its CDBG funds to several target groups as identified in the 2020-2024 Consolidated Plan, which are:

- Extremely low-income and very low-income households
- Seniors
- Youth, primarily ages 6–17
- Persons with disabilities

Under the six objectives listed above, during PY2022 the City was able to accomplish the following:

| <b>Activity Category and Matrix Code</b>                          | <b>Number of Beneficiaries</b> |
|-------------------------------------------------------------------|--------------------------------|
| Youth Centers (03D)                                               | 503                            |
| Neighborhood Facilities (03E)                                     | 261                            |
| Senior Services (05A)                                             | 232                            |
| Legal Services (05C)                                              | 122                            |
| Youth Services (05D)                                              | 166                            |
| Fair Housing Activities (05J)                                     | 58                             |
| Health Services (05M)                                             | 311                            |
| Homeless Services/Housing Information and Referral Services (05X) | 59                             |
| <b>TOTAL</b>                                                      | <b>1,712</b>                   |

## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

|                                           | CDBG        |
|-------------------------------------------|-------------|
| White                                     | 1174        |
| Black or African American                 | 143         |
| Asian                                     | 79          |
| American Indian or American Native        | 10          |
| Native Hawaiian or Other Pacific Islander | 15          |
| Amer. Indian/White                        | 9           |
| Asian/White                               | 8           |
| Black/White                               | 13          |
| Amer. Indian/Black                        | 0           |
| Other                                     | 261         |
| <b>Total</b>                              | <b>1712</b> |
| Hispanic                                  | 818         |
| Not Hispanic                              | 894         |

Table 2 – Table of assistance to racial and ethnic populations by source of funds

### Narrative

Table 2 above shows the race and ethnic distribution of persons who received assistance or services through the CDBG program during the 2022 program year. The City strives to make all of its programs and activities available to eligible low- and moderate-income residents regardless of sex, race, religious background, or disability. All of the CDBG-funded public service programs, including senior services, youth services, and housing counseling, are available to residents citywide. Projects that focus on facility or infrastructure improvements are generally limited to the CDBG target area or group to help make sure they benefit as many low- and moderate-income residents as possible

## CR-15 - Resources and Investments 91.520(a)

### Identify the resources made available

| Source of Funds | Source           | Resources Made Available | Amount Expended During Program Year |
|-----------------|------------------|--------------------------|-------------------------------------|
| CDBG            | public - federal | 356,647                  | 175,765                             |
| Other           | Program Income   | 102,920                  | 74,915                              |

Table 3 - Resources Made Available

### Narrative

During PY2022, which began on July 1, 2022 and ended on June 30, 2023, the City of Seaside received \$356,647 in CDBG allocation and \$102,920 in program income.

The City also carried forward the following projects from PY2019, PY2020, and PY2021 to PY2022. While some of these projects were completed in PY2022, others have been cancelled.

- Veterans Transition Center, duplex renovations, carried forward balance \$43,974 from PY2019. This project did not commence in PY2022 and has been cancelled. The City intends to reprogram these funds through a future NOFA.
- Veterans Transition Center, duplex renovations, carried forward balance \$40,000 from PY2020. This project did not commence in PY2022 and has been cancelled. The City intends to reprogram these funds through a future NOFA.
- City of Seaside Engineering, Ellis Park improvements, carried forward balance \$109,132 from PY2020 and 198,076 from PY2021. The City commenced the implementation of this project in PY2021 and was completed in PY2022.
- COVID-19 vaccination clinics and outreach: The City continued its coronavirus response services (COVID-19 clinics and outreach) using the carryover balance of \$51,831 from PY2020. These activities were completed in PY2022.
- Microenterprise Assistance carried forward balance \$14,486. No activity was undertaken in support of this activity. The City intends to reprogram these funds through a future NOFA.

### Identify the geographic distribution and location of investments

| Target Area | Planned Percentage of Allocation | Actual Percentage of Allocation | Narrative Description                                                                     |
|-------------|----------------------------------|---------------------------------|-------------------------------------------------------------------------------------------|
| Citywide    | 100                              | 100                             | In PY2022, The City of Seaside utilized CDBG funds for LMC activities throughout the City |

Table 4 – Identify the geographic distribution and location of investments

### Narrative

Funds expended during PY2022 were primarily used for Low-and Moderate-Income Clientele (LMC) activities serving Low-and Moderate-Income persons residing within and throughout the City of Seaside.

### **Leveraging**

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

The CDBG program has no matching requirement. Applicants for funding are asked to provide financial information in their application to indicate capacity to carry out the activity/project. On occasion, there are projects utilizing a variety of funding sources such as the Veterans Transition Center utilizing a combination of funding for their regional project. The City is actively pursuing grants and awards for projects not otherwise funded with CDBG monies. For instance, the Ellis Park improvement project, in addition to CDBG funds, will use over \$300,000 in Prop 68 State Grant and the City's General Fund monies.

## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

|                                                                            | One-Year Goal | Actual   |
|----------------------------------------------------------------------------|---------------|----------|
| Number of Homeless households to be provided affordable housing units      | 0             | 0        |
| Number of Non-Homeless households to be provided affordable housing units  | 0             | 0        |
| Number of Special-Needs households to be provided affordable housing units | 0             | 0        |
| <b>Total</b>                                                               | <b>0</b>      | <b>0</b> |

Table 5 – Number of Households

|                                                                      | One-Year Goal | Actual   |
|----------------------------------------------------------------------|---------------|----------|
| Number of households supported through Rental Assistance             | 0             | 0        |
| Number of households supported through The Production of New Units   | 0             | 0        |
| Number of households supported through Rehab of Existing Units       | 0             | 0        |
| Number of households supported through Acquisition of Existing Units | 0             | 0        |
| <b>Total</b>                                                         | <b>0</b>      | <b>0</b> |

Table 6 – Number of Households Supported

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

The Community and Economic Development Services staff is charged with the continuing responsibility to forge new partnerships with other public agencies at the federal, state, and local level as well as with private housing developers and nonprofit organizations. Additionally, the City works closely with a diverse group of nonprofit organizations to provide CDBG public service subrecipient funding.

Some of the currently underway housing initiatives and projects are as follows:

### ***Accessory Dwelling Units (ADU) Efforts***

The City of Seaside encourages the development of Accessory Dwelling Units (ADUs) in existing residential neighborhoods. Building ADUs is seen as a way to increase the City's housing supply, aid is

addressing the current housing crisis, and assist existing homeowners by providing an avenue for additional rental income.

To encourage ADU development, the City Council has removed some ADU building permit fees, streamlined the plan check process and set aside a water allocation to be provided exclusively to ADU applicants. From January 2020 to August 2021, forty-two (42) property owners have applied for building permits to create new or legalize existing ADUs. Forty (40) applicants have been approved for water allocations for their new ADU projects, and five (5) ADU building permits have been finalized and received occupancy certificates.

### ***Campus Town***

The Campus Town project would allow for the development of 1,485 housing units, 250 hotel rooms, 150,000 square feet (sf) of Retail, Dining, and Entertainment, and 50,000 SF of Office, Flex, Makerspace (collaborative workspace) and Light Industrial, as well as park/recreational areas (including approximately nine acres of public open space and 3.3 acres of private open space), roadways, parking and supporting infrastructure, on approximately 122.23 acres generally located south of the California State University, Monterey Bay campus. Of the 1,485 housing units, 297 will be designated as affordable housing units. The project is proceeding through the planning process may break ground in early 2022.

### ***Ascent***

The Ascent project will be the first new multi-family housing project to be built in Seaside in over 20 years, and will include a significant amount of affordable housing. Seaside City Council approved the project in November of 2019. The project is a ten building workforce rental housing development consisting of 106 one bedroom, two bedroom, three bedroom units and townhouses along Olympia Ave and Broadway Ave, with 16 of those being affordable units. The project is also proposing 4,000 square feet of retail space, a shared vehicular court and green space areas for residents. This development will accelerate the City's improvements for the Downtown district and realize the City priorities of growing upward, increasing our affordable housing supply and becoming more transit and pedestrian-friendly. The developer recently submitted project plans for permit approval. The project should break ground by fall of 2021.

### ***Parker Flats Apartments***

The Parker Flats Apartments project consists of the rehabilitation and renovation of two (2) existing former military nursing barracks on the former Fort Ord to create a total of forty (40) two-bedroom multi-family residential units. The Developer will restrict eight (8) rental housing units to occupancy by low-income households for a period of thirty (30) years. The project has been approved by City Council and in the process of developing plans for submission for planning approval.

**Discuss how these outcomes will impact future annual action plans.**

There continues to be a need for housing units for extremely low-, very low- and low- income households. In response, the City will continue to explore opportunities with regional public service providers, local nonprofit housing developers, and neighboring jurisdictions for the development of new housing units in the region.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

| <b>Number of Households Served</b> | <b>CDBG Actual</b> | <b>HOME Actual</b> |
|------------------------------------|--------------------|--------------------|
| Extremely Low-income               | 0                  | 0                  |
| Low-income                         | 0                  | 0                  |
| Moderate-income                    | 0                  | 0                  |
| <b>Total</b>                       | <b>0</b>           | <b>0</b>           |

**Table 7 – Number of Households Served**

### **Narrative Information**

Allocations to public services serve primarily low to moderate-income individuals and families.

Seaside is not currently a participant in HOME funding.

## **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City has established a Homeless Commission to devise strategies and priority actions to expand homeless services and provide supportive housing opportunities to elderly persons, disabled veterans, and other persons with special needs. Some of the specific strategies the City's Homeless Commission and City staff have implemented include:

- Collaborative engagement with homeless persons during outreach efforts and campaigns to assess needs
- Encampments, Mobile Crisis Response, Vaccine Clinics, Food Distribution Sites
- Participation in local and County meetings in which some homeless individuals attend for opportunities to advocate for needs if accessibility is possible

During PY2022, the City continued its partnership with the Community Human Services and Gathering for Women which provide transitional housing to homeless. Additionally, the City's Family & Community Support Practitioner sought out homeless individuals and families to provide outreach services, which include connecting clients with immediate resources such as mental health services, general health services, substance abuse services, income services, identification documents and other documents necessary to help homeless persons meet the ultimate goal of finding shelter and housing.

The City also intends to strengthen its collaboration with the Coalition of Homeless Services Providers (CHSP), which is the primary nonprofit organization for homeless support in Monterey and San Benito Counties. CHSP is a coalition of 11 service provider agencies for homeless persons, persons with AIDS/HIV, and other persons with special needs. The Coalition is the County's designated Continuum of Care (CoC) Coordinator.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

During PY2022, the City focused on and implemented the following actions and initiatives. These efforts were not sponsored by CDBG funds.

- Provision of hotel vouchers for emergency shelter access as appropriate and available
- Established temporary encampments/safe parking sites, and shelter during Pandemic
- Collaborative engagement with County and City leaders, and the Coalition of Homeless Service Providers to assess, plan, and advocate for resources and funding that support preventive measures for LMI individuals and families



**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

During PY2022, the City focused on and implemented the following actions and initiatives. These efforts were not sponsored by CDBG funds:

- Linked individuals and families to County benefits including rental assistance, and Cash-Aid to pay landlords and avoid eviction
- Connected individuals discharged from publicly funded institutions to shelters, and obtain hotel vouchers
- Collaborative engagement with County and City leaders, and the Coalition of Homeless Service Providers to assess, plan, and advocate for resources and funding that support preventive measures for LMI individuals and families

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

During PY2022, the City focused on and implemented the following actions and initiatives. These efforts were not sponsored by CDBG funds.

- Provide referrals and linkages to community and County housing programs to receive case management support in navigating housing resources and programs
- Collaborative engagement with County and City leaders, and the Coalition of Homeless Service Providers to assess, plan, and advocate for resources and funding that support preventive measures for LMI individuals and families

Additionally, in response to the COVID-19 global pandemic and the ensuing economic decline, the City sought funding from the County of Monterey to help Seaside residents and families at risk of becoming homeless and being evicted. On March 5, 2021, City of Seaside was awarded \$575,000 from Monterey County and United Way's SB91 Emergency Rental Assistance Program (ERAP). This funding was used for the City of Seaside's Residential Rent and Utility Assistance Program which assisted hundreds of Seaside residents in maintaining rental housing and essential utilities during the COVID-19 pandemic. The program assists Seaside residents who are facing housing instability because of loss or reduction in

income due to the COVID-19 crisis, whose annual income is less than 80% of Area Median Income (AMI), and who are behind on rent or utility payments.

### **CR-30 - Public Housing 91.220(h); 91.320(j)**

#### **Actions taken to address the needs of public housing**

The City does not own any public housing and the 2024 Consolidated Plan does not include plans to construct or operate public housing. However, there are several subsidized housing units scattered throughout the City, which are managed by the Housing Authority of Monterey County (HAMC) as well as other non-profit organizations. During PY2022, HAMC had 186 families/individuals that were participants in the Housing Choice Voucher Program residing/leasing in the City of Seaside.

HAMC is the primary public organization for affordable housing and supportive services in the area and manages the Section 8 Housing and Family Self-Sufficiency Programs. Both programs are essential to meeting the City of Seaside's low-income housing needs. The Housing Authority collaborates with a broad spectrum of community non-profits, city and county agencies as well as state organizations to address affordable housing and housing shortage issues.

#### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

HACM has taken the lead in developing innovative models to enable the homeless and other low-income families to achieve economic independence and self-sufficiency. Their multi-faceted plan to improve the operation of public housing units and assist clients toward self-sufficiency is detailed in their periodically updated Five Year Action Plan. HACM converted all public housing units countywide to Project-Based Rental Assistance.

#### **Actions taken to provide assistance to troubled PHAs**

HUD has not designated the Housing Authority of Monterey County (HAMC) as "troubled".

### **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

#### **Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

The City has undertaken a number of actions to reduce potential barriers and constraints to affordable housing and housing for special needs populations. These actions include identifying funds in support of affordable housing development and offering fee reductions, regulatory incentives, density incentives,

and the operation of a home rehabilitation and repair program, as well as several other options. Details of these actions can be found in the City's 2015–2023 Housing Element. The Housing Element includes a thorough analysis of governmental and regulatory barriers to affordable housing. The City has been aggressive in pursuing affordable housing development opportunities and has mitigated regulatory barriers as effectively as possible.

**Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

As part of the Consolidated Plan, the City identified several obstacles to meeting needs that are particularly difficult to achieve in the City. Below are some of the actions the City is taking to overcome the obstacles:

- Increase development, preservation, and rehabilitation of affordable housing for low-income and special needs households.
- Provide assistance for the homeless and those at risk of becoming homeless through collaborations with other agencies.
- Provided assistance to low-income and special needs households.
- Provided public facilities improvements to strengthen neighborhood revitalization.
- Cooperate with, and provide assistance to, for-profit and non-profit developers to facilitate construction of housing units through new housing development.
- Provided rental and utility assistance to hundreds of LMI Seaside households through the Rental Assistance Program, which is funded through Monterey County and United Way's SB91 Emergency Rental Assistance Program (ERAP).

The City also continued to address the lack of funding for the needs identified in the Consolidated Plan by rigorously managing HUD CPD funds through a citizen engagement process, monitoring, and providing technical assistance to subrecipients, while also pursuing new funding sources.

**Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

The City did not conduct any activities for which lead-based paint clearance was necessary in 2022.

However, the City does conduct a visual assessment to identify lead-based paint hazards when necessary and contracts with certified lead-based paint inspectors as required by state law. The brochure published by the US Environmental Protection Agency entitled "Protect Your Family from Lead in Your Home" is linked on the City website and is available at the Seaside Creates office at 656 Broadway. This brochure is also available at the Seaside Library. The brochure and others are available on the US EPA website <https://www.epa.gov/lead/documents-and-outreach-materials>.

The City encourages contractors for CDBG project to use Section 3 contractors and/or employees. All subrecipients undertaking construction projects are encouraged to specifically invite Disadvantaged Business Enterprises (including women-owned) to bid.

### **Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

During the program year, the City worked with the following organizations that focus on increasing self-sufficiency among lower-income populations:

- 70 LMI girls (aged 9-18) received self-confidence and self-esteem improvement coaching through the Girls, Inc. of the Central Coast at the following schools: Seaside Middle School, Ord Terrace Elementary School, and Martin Luther King Jr School of Arts.
- 96 LMI students received after school tutoring and meals through the Greater Victory Temple.
- 122 LMI seniors received free legal services through the Legal Services for Seniors.
- 232 LMI homebound elderly (over 75 years old) persons received 3 meals a day through the Meals on Wheels of the Monterey Peninsula.
- 53 LMI persons received fair housing and tenant-landlord services through the Eden Council for Hope and Opportunity (ECHO). ECHO also completed systemic audit of 5 sites.
- 42 LMI unique single women received shelter and 3 meals a day at Casa de Noche Buena through Gathering for Women – Monterey.

Additionally, on March 5, 2021, City of Seaside was awarded \$575,000 from Monterey County and United Way's SB91 Emergency Rental Assistance Program (ERAP). This funding was used for the City of Seaside's Residential Rent and Utility Assistance Program and assisted hundreds of Seaside residents in maintaining rental housing and essential utilities during the COVID-19 pandemic. The program assisted Seaside residents who were facing housing instability because of loss or reduction in income due to the COVID-19 crisis, whose annual income was less than 80% of Area Median Income (AMI), and who were behind on rent or utility payments.

### **Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

City staff works throughout the year to increase institutional structure, both within the City and throughout our partner agencies. This is accomplished through providing technical assistance on federal grant management requirements, such as growing their knowledge of Davis-Bacon requirements, financial management and other grant management procedures. Staff maintains contact with partner agencies throughout the year, offering referrals for funding and training opportunities where appropriate. All policies and procedures related to internal grant management procedures are reviewed and updated when areas of opportunity for efficiency and collaboration are identified.

The City continues to participate with other local jurisdictions in sharing information and resources regarding CDBG and other housing programs. In PY2022, the City collaborated with multiple public service organizations to identify and address the needs and concerns of City residents.

During PY2022, the City's Community Development Advisory Committee (CDAC) held several meetings concerning the CDBG program. CDAC provides advice and recommendations to the City Council on all

policy issues relating to the Consolidated Plan, the Annual Action Plan, the CDBG Program. CDAC also plays an integral role in the in the continuous monitoring and oversight on the use of CDBG funds.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The City benefits from a strong jurisdiction and region-wide network of housing and community development partners, such as Coalition of Homeless Services Providers (CHSP) which is the lead agency and collaborative applicant for CA-506 Monterey/San Benito Counties Continuum of Care (CoC). To improve intergovernmental and private sector cooperation, the City participated with other local jurisdictions and developers in sharing information and resources.

The City is exploring options to produce affordable housing through activities that provide rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units. This includes housing for homeless, non-homeless, and special needs households. The Finance Department coordinates loan monitoring of the recipients of CDBG home improvement loans issued in previous years. These loans were monitored for compliance in the program (residency, insurance, etc).

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

A regional Analysis of Impediments (AI) to Fair Housing Choice was completed in 2019. The AI recommended policies and actions to respond to the fair housing impediments identified in the document. The document states that the primary impediments to fair housing choice are access to affordable housing and knowledge of fair housing services. The City has implemented the following in response to the impediments identified in the AI:

- City staff continues to contract with a fair housing provider to conduct outreach and education regarding fair housing for home seekers, landlords, property manager, real estate agents, and lenders. In PY 2022, the City supported the Eden Council for Hope and Opportunity (ECHO) through CDBG funding. ECHO provides fair housing, tenant and landlord counseling, dispute resolution services, and rental mediation activities.
- The City displays fair housing materials at City Hall, and copies of these materials are free to the public. Fair housing information is sent free of charge to those who request it. In addition, the City promotes fair housing awareness in its housing programs and works with housing providers in the city to ensure the fair and equitable treatment of persons and households seeking housing in Seaside.
- The City will periodically review the Zoning Ordinance to ensure regulations are consistent with fair housing laws and do not constrain housing production. If particular zoning requirements impede fair housing or production, the City will amend the regulations.
- The City will continue to support the Housing Authority of Monterey County to ensure adequate outreach to minority, limited English proficiency, and special needs populations regarding the

availability of public housing and Section 8 vouchers.

- The City will continue to plan for higher residential and employment densities where appropriate to maximize linkages between employers and affordable housing.
- The City will continue to work with local transit agencies to facilitate safe and efficient routes for the various forms of public transit.

The City has always been concerned about poverty and has recognized the need of its citizens to live in safe and sanitary housing in decent neighborhoods. The City's first three redevelopment projects, Noche Buena, Del Monte Heights, and Hannon redevelopment projects, were exclusively residential projects providing decent housing in an urban environment.

### **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The City follows monitoring procedures for subrecipients, which includes in-house review of quarterly progress reports and expenditures, and an annual desk or on-site visit to ensure compliance with federal regulations. The monitoring system encourages uniform reporting to achieve consistent information on beneficiaries. Technical assistance is provided throughout the program year on an as-needed basis.

Additionally, the City follows HUD-approved procurement guidelines and tracks both Section 3 and MBE/WBE participation in all federally funded public contracts. The City also regularly contracts with minority business owners for its small home repair grants program. The City also participates in regional planning efforts, including the regional Assessment of Fair Housing in partnership with the other jurisdictions of Monterey County.

In PY2022, City staff met with the subrecipient staff responsible for each activity prior to the beginning of the program year. All subrecipients were informed of the obligations to collect the required information on income, household composition, and race and ethnicity. The City also provided information on subrecipient agreement policies, data collection, and financial management. The City recommended that each subrecipient and the facilities project sponsors read the "Playing by the Rules" guide produced by HUD. Staff provided guidance and assistance to public service providers in the form of improving the collection of data on persons served and documenting services provided. Staff has implemented tracking of grant budgets and expenditures within City accounting systems that mirror IDIS and are regularly reconciled to IDIS.

During PY2022, staff examined each subrecipient's quarterly progress toward performance targets. Public services subrecipients are set up in the reporting software to report their service population quarterly. Each subrecipient agreement contains provisions for reductions to or suspensions

of payments in the event that targets are not being met (without valid reason) or when past performance issues have not been resolved. The City has placed emphasis on its subrecipients gathering complete and accurate information on the persons and/or households they serve, and regularly reporting on progress.

The City also conducted remote subrecipient monitoring for Fiscal Years 2020-2021 and 2021-2022. The subrecipient monitoring process began in February 2023 and concluded in June 2023. At the conclusion of the subrecipient monitoring, the City did not identify any findings or significant concerns.

#### **Citizen Participation Plan 91.105(d); 91.115(d)**

**Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

The 2022 CAPER was made available for public review and comment for at least a 15-day period, from August 28, 2023, through September 11, 2023. It was posted on the City website at [www.ci.seaside.ca.us/CDBG](http://www.ci.seaside.ca.us/CDBG) and available at the following locations:

- Seaside City Hall located at 440 Harcourt Ave, Seaside, CA 93955
- Seaside Public Library located at 550 Harcourt Ave, Seaside, CA 93955
- Seaside Fire Station located at 1635 Broadway Ave, Seaside, CA 93955
- Oldemeyer Community Center located 986 Hilby Ave, Seaside, CA 93955

A notice (in English and Spanish) was published in the Monterey County Weekly. The public contact and nonprofit agencies email lists created during the development of the Consolidated Plan were notified of the publication of the Draft CAPER.

On September 7, 2023, the Seaside City Council held a public hearing on the CAPER and to receive any additional public comment. Public Comment at the City Council Meeting consisted of the following comments: **TBD**

#### **CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

PY2022 was one of new insights, significant adjustments, skill building, and organizational improvements for the City and its subrecipients. Despite some continued disruption of the COVID-19, the City and its subrecipients continued to serve Seaside residents through innovative programming and activities.

In PY2022, the City participated in remote monitoring by HUD. The monitoring identified two findings and three concerns. The City is working toward addressing these concerns and findings in the near future. One of the City's objectives is to update its program policies and procedures in PY2023.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No.

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

Not applicable.

DRAFT





## **CITY OF SEASIDE STAFF REPORT**

**Item No.: 10.A.**

**TO:** City Council

**FROM:** Jaime M. Fontes, City Manager

**BY:** Dan Meewis, Recreation Director

**DATE:** September 7, 2023

**SUBJECT: APPROVE THE SEASIDE STARS AD-HOC COMMITTEE  
RECOMMENDATIONS, AUTHORIZE THE CITY MANAGER TO  
EXECUTE THE CONTRACTS WITH FMG CUSTOM CONCRETE,  
AND AMEND THE 2023-2024 FISCAL YEAR BUDGET  
APPROPRIATING \$58,784.00 FROM THE GENERAL FUND.**

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### **RECOMMENDATION**

Review and approve the Seaside Stars Ad-Hoc Committee recommendations for the 2023 recipients of the stars, policy updates, and staff recommendations for design, installation, authorize the City Manager to execute the contracts with FMG Custom Concrete, and amend the 2023-2024 fiscal year budget.

### **BACKGROUND**

The Seaside Stars policy "formerly the Broadway Walk of Fame policy" was approved by the City Council on February 3, 2022. The "Seaside Stars" will provide a unique attraction that enhances and encourages a walkable downtown. Each star (aka plaque) will honor local Seaside residents and serve as a living historical record of our achievements as a community. The ultimate goal is to honor those individuals who have made a significant and lasting contribution to the quality of life, and who have, indeed, cast a long shadow on Seaside's history.

The primary purpose of the ad hoc committee is to review and score the nominee applications and make recommendations to the City Council on which nominee should receive a star each year. The committee also reviews the Seaside Stars Policy, location map for new stars, and recommends changes as necessary.

### **Timeline of Committee Work:**

**May 17, 2023:** Held introductory meeting for the second cycle and received a report detailing the number of nominees and reviewed if any of the current committee members had any conflicts of interest with the current nominees. It was determined that there were multiple conflicts, and those committee members needed to recuse themselves from the process.

**June 21, 2023:** Held introductory meeting with the newly appointed committee. Gave an update on the program, reviewed the nominees, and then discussed the application review process. The Committee members received the policy and the applications to review and score.

**July 5th, 2023:** There was a discussion on making a policy change. They also discussed the ranking of the 14 applications and submitted their scores.

**July 12, 2023:** The committee reviewed the drafted policy change and approved it for recommendation to the City Council. They received the scores for the ranked applications and had a discussion and received a report on the final ranking of all the nominations and approved the top 6 candidates listed to be forwarded to the Council for approval. They also reviewed the new star design.

**August 9, 2023:** The committee reviewed the new logo for the program, and finalized placement recommendations for the plaques. This also included approving the removal of the first cycle of the stars and replacing them with a new star design to maintain consistency with the program. The committee also reviewed their previous recommendations to finalize one last time before the recommendation to council. It was during this meeting that they decided that they would like to include a seventh star in this cycle due to the closeness of the rankings. They also approved the placing of plaques at locations inside of the current blocks, and they would like to replace the current "Title" plaques placed on Broadway and Contra Costa and Broadway and Santa Barbara with nominee plaques, and move the title stars back one block. They also recommend changing the "Title" star to a recognition star, with one recognizing the City Council that approved the program, and the other recognizing the two founding members of the ad-hoc committee.

**Plans for phase two Unveiling:**

Staff is proposing a block party with a Seaside Stars induction ceremony, ribbon cutting with an invitation to the community to mingle and walk to see our newly installed Seaside Stars. The date for the event is to be determined as it will depend on the ability of the contractor to obtain all of the supplies needed for the installation. The estimated timeline is six to eight weeks from the time the order is made with the elements for each star. This is also dependent on the weather.

**Policy Recommendations:**

During the review process of the applications, the committee brought up a concern

about a couple of the nominees who were either current City employees or current members of the City Council. The current policy does not have specific language that states that nominees can not be current City Officials or City employees. However, it does state in "**Section I. Purpose**" This program will align with the Parks, Recreational Facility, City owned building, and street naming policy as appropriate. In that policy, it states in "**Section C Commemorative Street Names and Plaques 3c**": Naming after an individual who has served as a City Official or as a City employee shall occur after the person has been separated from City service.

With that, the committee recommends that Seaside Stars policy makes the following change to be in alignment with the Parks, Recreational Facility, City-owned building, and street naming policy.

Nominations for an individual who is currently serving as a City Official or a current City employee shall occur after that person has separated from City service for at least a three (3) month period to be considered for a star.

### **Installation**

FMG Custom Concrete, who created the stars for the first phase of the program, has submitted an estimate for phase two. They have also submitted an estimate for the removal and replacement of the initial stars with the new design so all stars on Broadway will match.

### **The Adhoc Committee and staff are requesting the following recommendations to council for approval:**

6 nominee recommendations with a potential seventh (applications attached)  
Plaque Designs and Installation locations (attached)  
Policy recommendations (attached)  
Execute the contract with FMG Custom Concrete  
Amend FY 23/24 budget and appropriate the additional funds for the program.

### **FISCAL IMPACT**

The Council approved \$46,504 in fiscal year 23/24 for phase two of the program.

1 14"x14" Plaque = \$6082.00  
6 plaques = \$36,492.00  
\*7 plaques = 42,544.00\*

*6 plaque balance: \$10,012.00*  
*7 plaque balance: \$3,960.00*

The removal and replacement of the original stars was not budgeted in fiscal year 23/24, and staff recommended amending the budget appropriating the funds from the

general fund.

Removal and Replacement of 1 14"x14" Plaque = \$7,348.00

6 nominee plaques = \$44,088.00

2 title plaques = \$14,696.00

**Total** = \$58,784

### **ATTACHMENTS**

1. Resolution 2023
2. Final List 2023
3. SeasideStarsProofSheet-01
4. FMG CONCRETE DRAFT PSA 2023 - Short Form
5. policy update recommendations 2023
6. Installation estimate 2023
7. Remove and replace estimate 2023
8. Seaside Stars phase 2 locations
9. Knight, Dr. Charlie\_Application
10. Choates, Darryl L. \_Application
11. Edwards, Herman Lee \_Application
12. Mason, Mel \_ Application
13. Williams, SFC Roosevelt\_Application
14. Brown, Tim\_Application
15. Cline, Kay\_Application

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Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

## RESOLUTION NO. XX-XX

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

#### APPROVING THE SEASIDE STAR ADHOC COMMITTEE AND STAFF RECOMMENDATIONS FOR IMPLEMENTATION, DESIGN, INSTALLATION AND POLICY

**WHEREAS**, The Seaside Stars policy was approved by the City Council on February 3, 2022. The "Seaside Stars" will provide a unique attraction that enhances and encourages a walkable downtown; and

**WHEREAS**, each star (aka plaque) will honor local Seaside residents and serve as a living historical record of our achievements as a community; and

**WHEREAS**, The ultimate goal is to honor those individuals who have made a significant and lasting contribution to the quality of life – who have, indeed, cast a long shadow on Seaside's history; and

**WHEREAS**, The purpose of the ad hoc committee is to make recommendations on the design of the plaque and to assist staff regarding placement recommendations on Broadway for the each cycle of the program; and

**WHEREAS**, the ad hoc committee is recommending the following community members to receive a plaque on the Broadway Avenue for the second cycle:

- Mel Mason                      Community and Social Equality
- Dr. Charlie Knight        Education
- Roosevelt Williams      Community and Social Equality
- Darryl Choates            Civics and Government
- Herman Edwards        Athletics & Competition
- Tim Brown                  Civics and Government

If there is enough funding, the committee recommends adding a seventh plaque to this cycle for:

- Kaye Cline                  Environment & Conversation; and

**WHEREAS**, The committee recommends the removal and replacement of the original plaques with the new design, and continue with the placement for the new plaques throughout the blocks on Broadway between Hillsdale and Calaveras; and

**WHEREAS,** The committee also recommends changing the original "Title" plaques to honor the City Council and the Ad-Hoc committee members who founded the program, and that they be moved from their current locations on Broadway and Hillsdale, and Broadway and Calaveras to Broadway and Contra Costa, and Broadway and Santa Barbara marking the entrances to the Seaside Stars; and

**WHEREAS,** the Seaside Stars unveiling be held on a Saturday once the plaques have been fully installed which will be a wonderful opportunity to activate our downtown. Staff is proposing a block party with a Seaside Star induction ceremony, ribbon cutting and an invitation to the community to see our new star recipients; and

**WHEREAS,** The following policy updates are recommended to ensure the selection and plaque installation process remains fair and equitable:

- Nominations for an individual who is currently serving as a City Council Member, or a current City Employee shall occur after the person has separated from City service for at least a three (3) month period in order to be considered for star; and

**WHEREAS,** FMG Custom Concrete has bid on the Broadway Walk of Fame project, and will create and install the plaques on Broadway Avenue. One 14"x14" plaque is \$6082.00, six plaques will be \$36,492.00, and the removal and replacement of the original plaques is \$7,348.00 each and for the eight plaques it will be \$58,784.00; 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 accept and execute on behalf of the City Council, the Seaside Star ad-hoc committee and staff recommendations for implementation, design, installation and policy.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of September 2023 by the following vote:

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

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Ian N. Oglesby, Mayor

ATTEST:

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Dominique Davis, City Clerk

### Seaside Stars Recommendations to Council

| Nominee            | Category                   |
|--------------------|----------------------------|
| Mel Manson         | Community & Social Equity  |
| Dr. Charlie Knight | Education                  |
| Roosevelt Williams | Community & Social Equity  |
| Darryl Choates     | Civics & Government        |
| Herman Edwards     | Athletics & Competition    |
| Tim Brown          | Civics & Government        |
|                    |                            |
| Kay Cline          | Environment & Conservation |
|                    |                            |
|                    |                            |
|                    |                            |



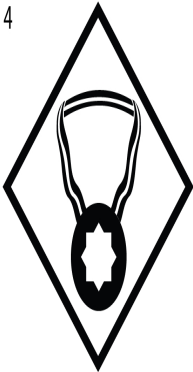


Star Mock Up

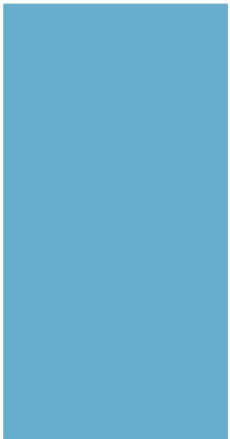


Branding Logo Mock Up

Note: "SeasideStars"  
Logo Font is fully  
custom made



- 1. Outstanding Achievement
- 2. Community & Social Equality
- 3. Journalism & Literature
- 4. Athletics & Competition
- 5. Education
- 6. Arts & Performing Media
- 7. Government & Civics
- 8. Environment & Conservation



Base Star  
Color:

HEX CODE  
#67accb

Seaside Seahorse from Logo



**CITY OF SEASIDE  
PROFESSIONAL SERVICES AGREEMENT  
SEASIDE STARS+ PLAQUE INSTALLATION**

This agreement is made by and between the City of Seaside (City), and FMG Custom Concrete (Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide as described in Exhibit A, attached hereto and, hereinafter referred to as "the Project."
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit B, attached hereto, not to exceed ONE HUNDRED ONE THOUSAND THREE HUNDRED FIFTY EIGHT DOLLARKS (\$101,358.00)
- D. Expense Reimbursement: City will reimburse for professional services and expenses at cost upon submission of receipts. FMG can invoice for a down payment of 10% (of the project), which will go towards the overall cost of installation services.
- 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 September 7, 2023 and terminate March 31, 2023.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. Indemnity: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages,

costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this agreement. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence.

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

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

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

**Automobile liability insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in

connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

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

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

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

L. Ownership of Work Product:

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

M. Assignment

- a. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, FMG Custom Concrete, American Metal works and Monterey Signs shall perform the services described in this Agreement.
- b. FMG Custom Concrete 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 American Metal works and Monterey Signs from Consultant's employ. Should he/she leave Consultant's employ, the City shall have the option to immediately terminate

this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Engineer and the Consultant.

N. Conflict of Interest

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

O. Miscellaneous:

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

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

Approved:

Dated: \_\_\_\_\_

CONSULTANT

\_\_\_\_\_  
By: Fermin Gonzales

Title: CEO FMG Custom Concrete

Address: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_, 2022

City of Seaside:

\_\_\_\_\_  
By: Jaime Fontes

Title: City Manager

Attachments:

Exhibit A

Exhibit B

Scope of Work

Consultant's Estimate of Services

## Exhibit A

### Scope of Work

1. Creation and installation of concrete "star" plaques on Broadway Avenue between Fremont and Del Monte.
2. Stars will be installed at the intersections of Broadway and Calaveras, Alhambra and Hillsdale.
3. Removal of the eight original stars, and replace them with the new Star design.
4. Six or seven new stars will be installed
5. FMG will work with City Staff on the exact placement locations before installation.
6. When installing the plaques
  - a. The contractor will match the existing saw cut lines. If the contractor cuts past the square for the walk of fame star, they will need to notify the City and patch the area as needed.
  - b. If the rebar is cut during the installation, the contractor will tie rebar back into the existing.
  - c. If the cut rebar is epoxy coated, contractor must apply epoxy to cut ends before the rebar is tied in the existing.

### Map of installation



-  Location of original plaques
-  Tentative new placement for the title plaques
-  Tentative placement for new plaques

## Exhibit B Consultant's Estimate of Services



California State License Board  
P.O. Box 26000  
Sacramento, C.A. 95826  
C.A. LIC# 1010708

### Estimate for The City of Seaside

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Thursday, August 3, 2023

#### **Broadway walk of fame concrete plaques**

14 x 14 concrete square with brass inlay design

Estimate price per concrete plaque..... 6,082

#### Price includes-

- . All materials
- . Cutting concrete for plaque
- . Demo out of old concrete
- . Haul away of broken concrete
- . Brass star inlay
- . Brass seahorse
- . 1.5 inch high brass letters (rate is at \$45 each letter)
- . 6.75 inch precision tool brass Diamond shape
- . Colored concrete
- . Set up concrete form
- . install steel rebar
- . Pour black concrete on outer star
- . Pour blue concrete on interior of star
- . Install inlay brass pieces
- . Strip all concrete forms
- . Install finished concrete plaque in city sidewalk
- . Installation of nonslip sealer
- . All clean up

FMG CUSTOM CONCRETE  
1222 PROSPECT ST. SEASIDE CA.  
93955  
OFFICE: (831) 884-5999  
CELL: (831) 869-1607





California State License Board  
P.O. Box 26000  
Sacramento, C.A. 95826  
C.A. LIC# 1010708

## Estimate for The City of Seaside

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Thursday, August 3, 2023

**Broadway walk of fame concrete plaques remove and replace**  
14 x 14 concrete square with brass inlay design

Estimate price per new concrete plaque..... 6,082

Estimate for Demo and removal of **ALL** original plaques..... 1,266

Price includes-

- . All materials
- . Cutting concrete for plaque
- . Demo out of old concrete
- . Haul away of broken concrete
- . Brass star inlay
- . Brass seahorse
- . 1.5 inch high brass letters (rate is at \$45 each letter)
- . 6.75 inch precision tool brass Diamond shape
- . Colored concrete
- . Set up concrete form
- . install steel rebar
- . Pour black concrete on outer star
- . Pour blue concrete on interior of star
- . Install inlay brass pieces
- . Strip all concrete forms
- . Install finished concrete plaque in city sidewalk
- . Installation of nonslip sealer
- . All clean up

**FMG CUSTOM CONCRETE**  
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## SEASIDE STARS POLICY

### I. Purpose

The “Seaside Stars” will provide a unique attraction that enhances and encourages a walkable downtown. Each star will honor local Seaside residents and serve as a living historical record of our achievements as a community.

The ultimate goal is to honor those individuals who have made a significant and lasting contribution to the quality of life in Seaside – who have, indeed, cast a long shadow on our City’s history.

This program will align with the Parks, Recreational Facility, City owned building, and street naming policy as appropriate.

### II. Eligibility Criteria

A. Seaside Stars Nominees must meet one of the following categories (no more than one category may be selected):

1. Athletics and Competition
2. Arts and Performing Media
3. Civics and Government
4. Community and Social Equality
5. Education
6. Environment and Conservation
7. Journalism and Literature
8. Outstanding Achievement

B. Seaside Stars Nominees must have made a consistent and positive impact in three or more of the areas listed below:

1. A minimum of three years’ residency in the City of Seaside and or has made a significant positive impact on Seaside.
2. Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.
3. Bringing positive recognition to the City on a local, national, or global stage.
4. Contributing a significant historical impact.
5. Contributing to the health and safety of our citizens.
6. Contributing to the quality of life of our citizens
7. Expanding opportunities for the City of Seaside to become a destination of choice.
8. Extraordinary effort to overcome challenges to achieve contribution.
9. Fostering the spirit of our community.



10. Making lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside.
11. Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.
12. Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility.
13. Providing economic development or redevelopment activity.
14. Providing positive opportunities for the future of our youth.
15. Volunteering or working in the community for five (5) or more years.

C. Nominations for an individual who is currently serving as a **City Council Member** or a current **City Employee** shall occur after the person has separated from City service for at least a three (3) month period to be considered for star.

### III. Seaside Stars Committee

A. The purpose of the Committee is twofold:

1. The Committee is an ad hoc committee to the Council to make recommendations on the design of the star and to assist staff regarding placement recommendations on Broadway for the first cycle of the program.
2. The Committee will be responsible for reviewing applications and making nominee inductee recommendations to Council.

B. Seaside Stars Committee will consist of a combination of commissioners made up of C-Jobs, Art & History, and Seaside Residents. A maximum of two members from each commission and a maximum of three Seaside residents to be selected by the Mayor. There will be a minimum of 5 members with a maximum of 9 members total.

1. To serve on the committee, members cannot be affiliated with any of the nominees and must recuse from the voting process. Affiliations include but not limited to being a nominee, familiar ties, employee / employer connections and business interests. Committee members must inform staff of any conflicts and work with staff to ensure a transparent, defensible and fair process for the applicants.

### IV. Application Process

Nominees will be inducted into Seaside Stars program on an annual basis. Applications deemed incomplete will be rejected. Nominees not selected for the installation can reapply the following year for consideration.

A. In March of each calendar year, the City's Seaside Stars program will open the application period for nominations for the Seaside Stars. Applications will be accepted for a 30 calendar days.



- B. All complete applications received will be forwarded to the Committee for review and consideration.
- C. The Committee will review all applications and meet with applicants as needed to make a final recommendation to the Council at their next regularly scheduled meeting.
- D. The applicant shall be able to provide clear evidence that the individual to be honored has made a significant contribution to the Seaside community based on the eligibility criteria.
- E. A maximum of six inductees will be added to the Seaside Stars on an annual basis.
- F. All nominations will be given the same consideration without regard to the nomination source. Applications that do not meet the criteria set forth in this policy will be denied.
- G. The names of individuals or corporations or groups involved in controversial enterprises or activities, such as those that would be detrimental to the mission or image of the City of Seaside will be avoided, and the application will be denied.
- H. A denial letter will be sent to the applicant detailing the reason(s) for denial. Applicants are eligible to re-apply in the following year if the criteria for their original application has been met.

#### **V. Fees**

- A. The applicant or group will be responsible for the fees associated with the purchase of the star and all installation costs.
- B. The City Council may waive the fees associated with the purchase and / or installation costs at their direction and may elect to establish an annual budget for this program.

#### **VI. Recognition Ceremony**

- A. Inductees will be recognized in a public ceremony, proclamation, and honored with a star on the "Seaside Stars" in downtown Seaside.

#### **VII. Installation of the Plaques**

- a. Stars will be installed in alphabetical order starting at Broadway and Contra Costa, moving clockwise towards Fremont and back towards Del Monte. Star locations will not be chosen by the applicant, or businesses. The businesses on Broadway will change over time and plaques will be placed in accordance with the policy and Council direction.

#### **VIII. City Council Review Process:**

- A. The Council will determine star placement on Broadway, hearing recommendations from staff. Placement will be done in phases, with consideration for the walkability and enhancement of downtown.
- B. The City Council shall have the final authority to name and rename the commemorative star.
- C. Under extraordinary circumstances that would cast a negative image upon the City, any star naming in honor of an individual, family or group may be revoked at the discretion of the City Council.



- D. The Council has the authority to modify this program as needed in order to meet the policy objectives.
- E. The City Manager or designee will manage the Seaside Stars program and support the Committee in its assigned duties.



## SEASIDE STARS APPLICATION

Name of Nominee: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

City / State: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Applicant or Group: (if different from nominee): \_\_\_\_\_ Mailing Address: \_\_\_\_\_

City / State: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Please select the nomination category (no more than one category may be selected):

| Category                  | YES | NO | Category                      | YES | NO |
|---------------------------|-----|----|-------------------------------|-----|----|
| Athletics and Competition |     |    | Arts and Performing Media     |     |    |
| Civics and Government     |     |    | Community and Social Equality |     |    |
| Education                 |     |    | Environment and Conservation  |     |    |
| Journalism and Literature |     |    | Outstanding Achievement       |     |    |

Has the nominee served as a Member of the Seaside City Council, or as a City Employee?

| YES | NO |
|-----|----|
|     |    |

If yes, when did they serve? \_\_\_\_\_

The Seaside Stars nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

| Criteria                                                                                                             | YES | NO | Criteria                                                                                                                                      | YES | NO |
|----------------------------------------------------------------------------------------------------------------------|-----|----|-----------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside. |     |    |                                                                                                                                               |     |    |
| Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.                   |     |    | Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility. |     |    |
| Bringing positive recognition to the city on a local, national, or global stage.                                     |     |    | Volunteering or working in the community for five (5) or more years.                                                                          |     |    |
| Contributing to the quality of life of our citizens.                                                                 |     |    | Providing economic development or redevelopment activity.                                                                                     |     |    |
| Enhancing Seaside as a place to live, work, or visit.                                                                |     |    | Contributing significant historical impact.                                                                                                   |     |    |
| Fostering the spirit of our community.                                                                               |     |    | Extraordinary effort to overcome challenges to achieve contribution.                                                                          |     |    |
| Making lasting and significant contributions to the protection of                                                    |     |    | Contributing to the health and safety of our citizens.                                                                                        |     |    |



|                                                               |  |  |                                                                                                                                   |  |
|---------------------------------------------------------------|--|--|-----------------------------------------------------------------------------------------------------------------------------------|--|
| natural or cultural resources of the City of Seaside.         |  |  |                                                                                                                                   |  |
| Providing positive opportunities for the future of our youth. |  |  | Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside. |  |

| Question                                                                                                                                          | YES | NO |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| Is the Nominee aware of the Seaside Stars nomination?<br><b><i>**This question is informational and not related to the criteria section**</i></b> |     |    |

If no, please explain why:

Please provide written justification supporting your nomination for the Seaside Stars or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:

Please attach petitions and/or letters of support from City community groups and organizations.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

If you have any questions, please call the City Manager's office at (831) 899-6700.

**Please return completed application to:**

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955  
Email: [cityclerk@ci.seaside.ca.us](mailto:cityclerk@ci.seaside.ca.us), Subject: Seaside Stars Application



California State License Board  
P.O. Box 26000  
Sacramento, C.A. 95826  
C.A. LIC# 1010708

## Estimate for The City of Seaside

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Thursday, August 3, 2023

### **Broadway walk of fame concrete plaques**

14 x 14 concrete square with brass inlay design

Estimate price per concrete plaque..... 6,082

#### Price includes-

- . All materials
- . Cutting concrete for plaque
- . Demo out of old concrete
- . Haul away of broken concrete
- . Brass star inlay
- . Brass seahorse
- . 1.5 inch high brass letters (rate is at \$45 each letter)
- . 6.75 inch precision tool brass Diamond shape
- . Colored concrete
- . Set up concrete form
- . install steel rebar
- . Pour black concrete on outer star
- . Pour blue concrete on interior of star
- . Install inlay brass pieces
- . Strip all concrete forms
- . Install finished concrete plaque in city sidewalk
- . Installation of nonslip sealer
- . All clean up

**FMG CUSTOM CONCRETE**  
**1222 PROSPECT ST. SEASIDE CA.**  
**93955**  
**OFFICE: (831) 884-5999**  
**CELL: (831) 869-1607**





California State License Board  
P.O. Box 26000  
Sacramento, C.A. 95826  
C.A. LIC# 1010708

## Estimate for The City of Seaside

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Thursday, August 3, 2023

**Broadway walk of fame concrete plaques remove and replace**  
14 x 14 concrete square with brass inlay design

Estimate price per new concrete plaque..... 6,082

Estimate for Demo and removal of **ALL** original plaques..... 1,266

Price includes-

- . All materials
- . Cutting concrete for plaque
- . Demo out of old concrete
- . Haul away of broken concrete
- . Brass star inlay
- . Brass seahorse
- . 1.5 inch high brass letters (rate is at \$45 each letter)
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- . Colored concrete
- . Set up concrete form
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- . Pour black concrete on outer star
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- . Install inlay brass pieces
- . Strip all concrete forms
- . Install finished concrete plaque in city sidewalk
- . Installation of nonslip sealer
- . All clean up

**FMG CUSTOM CONCRETE**  
**1222 PROSPECT ST. SEASIDE CA.**  
**93955**  
**OFFICE: (831) 884-5999**  
**CELL: (831) 869-1607**

## Seaside Stars Phase Two Locations



- ★ Location of original plaques
- ★ Tentative new placement for the title plaques
- ★ Tentative placement for new plaques



## BROADWAY WALK OF FAME APPLICATION

Name of Nominee: Dr. Charlie M. Knight Mailing Address: 29226 Lakeview Lane  
 City / State: Highland, CA Phone: 909-864-6687 E-mail: \_\_\_\_\_  
 Applicant or Group: (if different from nominee): Dinice Maiden Mailing Address: 203 Bonn Rd.  
 City / State: Seaside, CA 93955 Phone: 225-200-7990 E-mail: dmaid6491@gmail.com

Please select the nomination category (no more than one category may be selected):

| Category                  | YES                                 | NO                       | Category                      | YES                      | NO                       |
|---------------------------|-------------------------------------|--------------------------|-------------------------------|--------------------------|--------------------------|
| Athletics and Competition | <input type="checkbox"/>            | <input type="checkbox"/> | Arts and Performing Media     | <input type="checkbox"/> | <input type="checkbox"/> |
| Civics and Government     | <input type="checkbox"/>            | <input type="checkbox"/> | Community and Social Equality | <input type="checkbox"/> | <input type="checkbox"/> |
| Education                 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Environment and Conservation  | <input type="checkbox"/> | <input type="checkbox"/> |
| Journalism and Literature | <input type="checkbox"/>            | <input type="checkbox"/> | Outstanding Achievement       | <input type="checkbox"/> | <input type="checkbox"/> |

The Broadway Walk of Fame nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

| Criteria                                                                                                                | YES                                 | NO                       | Criteria                                                                                                                                      | YES                      | NO                       |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.    | <input type="checkbox"/>            | <input type="checkbox"/> |                                                                                                                                               | <input type="checkbox"/> | <input type="checkbox"/> |
| Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.                      | <input type="checkbox"/>            | <input type="checkbox"/> | Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility. | <input type="checkbox"/> | <input type="checkbox"/> |
| Bringing positive recognition to the city on a local, national, or global stage.                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Volunteering or working in the community for five (5) or more years.                                                                          | <input type="checkbox"/> | <input type="checkbox"/> |
| Contributing to the quality of life of our citizens.                                                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Providing economic development or redevelopment activity.                                                                                     | <input type="checkbox"/> | <input type="checkbox"/> |
| Enhancing Seaside as a place to live, work, or visit.                                                                   | <input type="checkbox"/>            | <input type="checkbox"/> | Contributing significant historical impact.                                                                                                   | <input type="checkbox"/> | <input type="checkbox"/> |
| Fostering the spirit of our community.                                                                                  | <input type="checkbox"/>            | <input type="checkbox"/> | Extraordinary effort to overcome challenges to achieve contribution.                                                                          | <input type="checkbox"/> | <input type="checkbox"/> |
| Making lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside. | <input type="checkbox"/>            | <input type="checkbox"/> | Contributing to the health and safety of our citizens.                                                                                        | <input type="checkbox"/> | <input type="checkbox"/> |
| Providing positive opportunities for the future of our youth.                                                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.             | <input type="checkbox"/> | <input type="checkbox"/> |



| Question                                                                                                                                           | YES                                        | NO                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------|
| Is the Nominee aware of the Broadway Walk of Fame nomination?<br><b>**This question is informational and not related to the criteria section**</b> | <input checked="checked" type="checkbox"/> | <input type="checkbox"/> |

If no, please explain why:

Please provide written justification supporting your nomination for the Broadway Walk of Fame or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

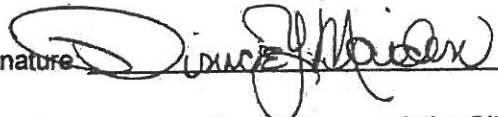
Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:

See attached

Please attach petitions and/or letters of support from City community groups and organizations.

*I have read the Broadway Walk of Fame policy and understand the guidelines of the program. I attest that the information provided in the application is true, complete and accurate. Failure to comply with the guidelines of the program will result in the application being denied.*

Signature:  Print Name: Dinice Maiden Date: 3/28/23

If you have any questions, please call the City Manager's office at (831) 899-6700.

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955

Email: [cityclerk@ci.seaside.ca.us](mailto:cityclerk@ci.seaside.ca.us), Subject: Broadway Walk of Fame Application



## BROADWAY WALK OF FAME APPLICATION

### DR. CHARLIE M. KNIGHT, JUSTIFICATION ATTACHMENT

#### JUSTIFICATION:

I am deeply humbled and honored to nominate Dr. Charlie M. Knight to receive a Star on the City of Seaside Broadway Walk of Fame.

Dr. Charlie Mae Kelly Knight move to Seaside, with her husband, Leroy, and oldest son Reggie in 1956. She began her 22 years stay on the Monterey Peninsula working at the Fort Ord Landry while applying for a teaching position with the Monterey Peninsula Unified School District. In 1958, she started as a counselor and teacher. The Superintendent and the Board of Education realized the need to employ Black teachers and appointed her as the Director of Special Projects. She was assigned to recruit Black Teachers to the Peninsula. She traveled to southern states and recruited Black educators: Dr. Henry Hutchins, Assistant Superintendent of MPUSD, and his wife, Dr. Bert Hutchins, English Professor MPC; Billy DeBerry, Principal (First Black Superintendent) and his wife Rose DeBerry, Teacher, James Manning, Principal, and others,

She served this community by laying a foundation for Black Success, especially for the benefit of our children. Her work was revolutionary and foundational. She championed the cause of African American leadership convening the Annual Multicultural Education Conference in Monterey, California Association for Compensatory Education (CACE) Conference, and the California Educational Summits in Sacramento providing informational workshops for teachers, parents, and the community.

Dr. Knight was my boss for 20 years (seven at MPUSD), and I am indeed a better person and professional because of the seeds she planted in my life. brought so many of us along with her. She honored each person for their intrinsic value and encouraging us to be the best versions of ourselves.

*Helen Rucker  
1405 Mescal Street  
Seaside, CA 93955*

March 29, 2023

City of Seaside  
City Manager's Office  
440 Harcourt Avenue  
Seaside, CA 93955

**RE:** Broadway Walk of Fame Application for Dr. Charlie M. Knight

TO WHOM IT MAY CONCERN:

It is with pleasure that I nominate Dr. Charlie Knight for a Star on the Broadway Walk of Fame. Dr. Knight has contributed to the core of the Seaside community through her contributions and endeavors in the field of education during 1960-1978. Dr. Knight was the Director of Special Projects for the Monterey Peninsula Unified School District and I was the librarian at the Marting Luther King Middle School. I worked with her in maintaining reading information and requirements for federal and state funded grants such as Title I. Dr. Knight also worked with City officials, our Congressional Representative, and parents in the improvement of this community. She also was responsible for recruiting Black teachers and administrators from a few of the southern states. Dr. Henry Hutchins served as the Assistant Superintendent, his wife Dr. Beartha Hutchins was a professor at MPC, Billy DeBerry served as Principal at King and later served as Superintendent, his wife, Rose, was a teacher, James Maning, Principal, Marina Del Mar, and several other. She also assisted retired military personnel, teacher aides, and parents to continue their education. Several, like my husband, received teaching and counseling degrees.

Dr. Knight is truly a trailblazer in the history of Seaside, and I support her nomination to the Broadway Walk of Fame.

Sincerely,

*Helen Rucker*

March 28, 2023

Broadway Walk of Fame Committee  
City of Seaside  
440 Harcourt Avenue  
Seaside, California 93955

Re: Broadway Walk of Fame Application for Dr. Charlie M. Knight

Dear Friends:

I am in strong support for Dr. Charlie M. Knight to receive a Star on the Broadway Walk of Fame. She was an early trailblazer in the field of education for our children and this Community. I have known and worked with Dr. Knight since the mid sixties. She was the Director of Special Projects for the Monterey Peninsula Unified School District. My husband, then Congressman Leon Panetta, and I assisted her in obtaining federal grants such as ESEA Title I funds for disadvantaged children and CETA, just to name a few, for the Monterey Peninsula Unified School District.

Dr. Knight believed passionately in the right of every child, as well as every adult, to be given access and opportunities to be properly educated as participants in the community. Her work was revolutionary and foundational with many of the programs and policies she championed still bearing good fruit to this day.

Ultimately, her real monument is in the children and families she served. She deserves this tangible acknowledgment as a permanent recognition of her work.

Sincerely,

Sylvia Panetta  
Co-Chair and CEO  
The Panetta Institute for Public Policy

FROM THE DESK OF MEL MASON  
1897 NAPA STREET  
SEASIDE, CA 93955  
CELL: (831) 601-0014

MARCH 30, 2023

Dear Members of the Seaside Broadway Walk of Fame Committee:

This letter is being written by me in support of the nomination of Dr. Charlie Knight for a Star on the City of Seaside's Broadway Walk of Fame.

Dr. Knight has made an indelible imprint into the history of this community through her work as an educator, philanthropist and activist. As an administrator in the Monterey Peninsula Unified School District in the latter part of the 1960's throughout the 1970's, she was almost singularly instrumental in bringing in Black teachers from across the country – especially from the South – to teach in that school district. This was at a time when there was barely a handful of Blacks working in the school district in any capacity, especially in the capacity of classroom teachers. As a result, students at all levels began to see teachers standing before them – and thus inspiring them even more to strive to learn - who looked like them. It should be noted as well that the majority of those teachers she recruited made their homes in Seaside.

As a philanthropist, Dr. Knight quietly contributed to organizations and activities designed to uplift the quality of life for residents of our Seaside community, especially for residents who were either unserved or underserved by systems. As a founding member and leader of Black Educators Around Monterey (BEAM), she was instrumental in defending the rights of those Black educators as well as Black students, who were then and are now being suspended and expelled at higher rates than white students. As a member of the then Monterey Peninsula (now Monterey County) Branch of the NAACP, Dr. Knight was instrumental in providing focus for the Branch to effectively deal with the issues of discrimination and second-class treatment of Black teachers and students alike. Even during the period where she received national recognition as superintendent in Ravenswood City School District in East Palo Alto, California, Dr. Knight never stopped being concerned about students and teachers, in general, and the overall well being of our Seaside community.

As one who was a witness to the impact that Dr. Knight has made on our Seaside community as a whole, I strongly support the nomination of Dr. Charlie M. Knight to receive a Star on the Seaside Broadway Walk of Fame. I thank each of you for your consideration.

My deepest appreciation,

A handwritten signature in dark ink, appearing to read 'Mel Mason', with a stylized, cursive script.

Mel Mason



*Ruthie Watts*  
*9 Stowe Court*  
*Seaside, CA 93955*

March 29, 2023

City of Seaside  
City Manager's Office  
440 Harcourt Avenue  
Seaside, CA 93955

**RE: Broadway Walk of Fame Application for Dr. Charlie M. Knight**

**TO WHOM IT MAY CONCERN:**

I want to place Dr. Charlie Knight name to be place in nomination for the Broadway Walk of Fame. Dr. Knight was one of the first Black teachers hired in 1960 by the Monterey Unified School District. Upon become a teacher, the Superintendent promoted her to the position of Director of Special Projects. Her first special project was to travel to Southern states recruiting Black teachers and administrators in an effort to integrate the School District.

She significantly improved the education of our children and their parents through federal and state grants for additional resources in the school in Seaside, providing child care services, and education and employment of the adult community of Seaside. She also invited many Civil Right Leaders, Congressional Leaders, and educators to the Peninsula which kept the Black community informed on new laws and opportunity available to us. Dr. Knight is a major part of the history of Seaside and I am honored to nominate her for a Star on the Broadway Walk of Fame.

Sincerely,

*Ruthie Watts*

---





## BROADWAY WALK OF FAME APPLICATION

Name of Nominee: Darryl L. Choates Mailing Address: [REDACTED]  
 City / State: Seaside Phone: [REDACTED] E-mail: [REDACTED]

Applicant or Group: (if different from nominee): Carrie Lindsey Mailing Address: \_\_\_\_\_  
 City / State: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Please select the nomination category (no more than one category may be selected):

| Category                  | YES                                 | NO                       | Category                      | YES                      | NO                       |
|---------------------------|-------------------------------------|--------------------------|-------------------------------|--------------------------|--------------------------|
| Athletics and Competition | <input type="checkbox"/>            | <input type="checkbox"/> | Arts and Performing Media     | <input type="checkbox"/> | <input type="checkbox"/> |
| Civics and Government     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Community and Social Equality | <input type="checkbox"/> | <input type="checkbox"/> |
| Education                 | <input type="checkbox"/>            | <input type="checkbox"/> | Environment and Conservation  | <input type="checkbox"/> | <input type="checkbox"/> |
| Journalism and Literature | <input type="checkbox"/>            | <input type="checkbox"/> | Outstanding Achievement       | <input type="checkbox"/> | <input type="checkbox"/> |

The Broadway Walk of Fame nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

| Criteria                                                                                                                | YES                                 | NO                       | Criteria                                                                                                                                      | YES                      | NO                       |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.    | <input type="checkbox"/>            | <input type="checkbox"/> |                                                                                                                                               | <input type="checkbox"/> | <input type="checkbox"/> |
| Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility. | <input type="checkbox"/> | <input type="checkbox"/> |
| Bringing positive recognition to the city on a local, national, or global stage.                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Volunteering or working in the community for five (5) or more years.                                                                          | <input type="checkbox"/> | <input type="checkbox"/> |
| Contributing to the quality of life of our citizens.                                                                    | <input type="checkbox"/>            | <input type="checkbox"/> | Providing economic development or redevelopment activity.                                                                                     | <input type="checkbox"/> | <input type="checkbox"/> |
| Enhancing Seaside as a place to live, work, or visit.                                                                   | <input type="checkbox"/>            | <input type="checkbox"/> | Contributing significant historical impact.                                                                                                   | <input type="checkbox"/> | <input type="checkbox"/> |
| Fostering the spirit of our community.                                                                                  | <input type="checkbox"/>            | <input type="checkbox"/> | Extraordinary effort to overcome challenges to achieve contribution.                                                                          | <input type="checkbox"/> | <input type="checkbox"/> |
| Making lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside. | <input type="checkbox"/>            | <input type="checkbox"/> | Contributing to the health and safety of our citizens.                                                                                        | <input type="checkbox"/> | <input type="checkbox"/> |
| Providing positive opportunities for the future of our youth.                                                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.             | <input type="checkbox"/> | <input type="checkbox"/> |



| Question                                                                                                                                           | YES                                        | NO                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------|
| Is the Nominee aware of the Broadway Walk of Fame nomination?<br><b>**This question is informational and not related to the criteria section**</b> | <input checked="checked" type="checkbox"/> | <input type="checkbox"/> |

If no, please explain why:

Please provide written justification supporting your nomination for the Broadway Walk of Fame or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

**JUSTIFICATION:**

Darryl Choates has spent most of his life striving to make life better for himself and family and the Seaside Community. He has served on the Seaside Co

Darryl Choates has spent most of his life contributing his efforts to making Seaside community a better and safer place to live. He has provided countless young people with job opportunities and has now created a fun and safe place for people to come together and enjoy music and food. Please find the attached letters supporting the recommendation for nomination.

Please attach petitions and/or letters of support from City community groups and organizations.

*I have read the Broadway Walk of Fame policy and understand the guidelines of the program. I attest that the information provided in the application is true, complete and accurate. Failure to comply with the guidelines of the program will result in the application being denied.*

Signature: Carrie Lindsey Print Name: Carrie Lindsey Date: 3/29/23

If you have any questions, please call the City Manager's office at (831) 899-6700.

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955

Email: [cityclerk@ci.seaside.ca.us](mailto:cityclerk@ci.seaside.ca.us), Subject: Broadway Walk of Fame Application



California State University  
**MONTEREY BAY**  
Extraordinary Opportunity

Office of Inclusive Excellence and Sustainability  
100 Campus Center  
Seaside, CA 93955-8001  
831-582-3366  
csumb.edu

March 28, 2023

To Whom It May Concern:

This letter of support is submitted on behalf of the Helen Rucker Center for Black Excellence at California State University, Monterey Bay (CSUMB) in support of the placement of a star on the Seaside Walk of Fame for Darryl Choates. Mr. Choates is recognized across the CSUMB campus as a pillar of the community. He has demonstrated an earnest commitment to advancing the ideals of the CSUMB campus community, which focus on advancing inclusive excellence and the advancement towards a more just and equitable society. Across several decades, Mr. Choates has provided jobs and career advancement opportunities for numerous CSUMB students. In addition, he has demonstrated an unwavering commitment to creating a community that recognizes and values a high work ethic. As a campus community, we are honored to have Mr. Choates as one of our supporters who recognizes the power and value of service, excellence and community.

Sincerely,

Brian K. Corpening, PhD  
Associate Vice President, Inclusive Excellence and Sustainability

Greater Victory Temple Church of God in Christ

Elder Ronald Britt, Pastor

Business office (831) 394-2774

Fax (831) 394-1134



Email: gvtcogic@comcast.net

March 28, 2023

To Whom It May Concern:

Before becoming Darryl Choate Pastor on January 1, 2016, I watched Darryl Choate as a very hard-working young man bagging groceries in the Seaside Market. Darryl Choate has gone on to become a councilman in the city of Seaside as well as owning his own grocery store in the city of Seaside, California.

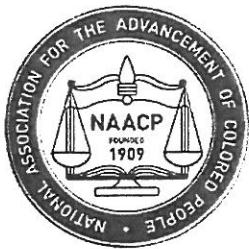
Darryl continues to work and support many businesses and organizations in the city of Seaside as well as the Monterey Peninsula. His various selfless acts toward satisfying the many needs of the people in the surrounding communities by serving on several boards that assisted various people with ways to obtain low-income housing is just one of many successful activities he is involved in. Today Darryl Choate shows no signs of letting up with the charge to improve our community and the city of Seaside, Ca.

Yours in Christ,

*Ronald Britt*

Dr. Ronald Britt  
Senior Pastor

P.O. Box 1070  
1620 Broadway Avenue  
Seaside, Ca 93955



# NAACP

## MONTEREY COUNTY BRANCH #1049

National Association for the Advancement of Colored People

*Lyndon Tarver, President*

March 28, 2023

*Vanessa Lopez-Littleton, 1<sup>st</sup> Vice President*

*Veronica Delaney, 2<sup>nd</sup> Vice President*

TO: Seaside Broadway Walk of Fame Selection Committee

*Patricia Spencer, Secretary*

*James Black, Treasurer*

The Monterey County Branch NAACP, Unit 1049 is proud to support the nomination of Mr. Darryl Choates for a star on the Broadway Walk of Fame in Seaside. Mr. Choates is a Life Member of the NAACP and has made significant contributions to Seaside and the Monterey Peninsula as an Entrepreneur, Politician, Community Organizer and Philanthropist.

*Executive Committee*

*Edward Armstrong*

When Mr. Choates was elected to the Seaside City Council in 1990, he was the youngest person ever to serve in that position. It wasn't a fluke. Mr. Choates went on to set the record as the Seaside official elected to the most terms in office in the City's history, serving from 1990 to 2006.

*Andrea Bailey*

*Mary Claypool*

*ri Cooper*

During his term in office, he served on the State and Federal levels of Government committees. As a member of the National Black Caucus of local elected officials he was assigned the task of working to unite youth during the Rodney King riots. And as a City Councilman, Darryl was one of the founders of the Seaside Youth Educational Center. He assisted with the Fort Ord transfer, and also had the pleasure to assist with overseeing two world-class golf courses for the city.

*ta Crawley*

*Linwood Eady*

*Jeanne Gavrin*

*Steven Goings*

In 2002, California Governor Gray Davis awarded Darryl the Entrepreneurship award of the year. He was awarded the Stephan E. Ross award for entrepreneurship in 2003, by the Monterey County Branch NAACP. And was also appointed the honorary Co-Chairman of the Business Council of California in 2004.

*Rosafyn Green*

*Barbara Johnson*

*Rev. Eugene Jones*

In more recent years, Mr. Choates completely renovated the Recognizing Military Service Center (formerly the Retired Men's Social Club) as its business manager before opening his own Seaside business, Deja Blue, which is the jewel of downtown Seaside and serves as bar, restaurant, jazz & comedy club and community meeting venue for events of cultural significance.

*Kristian McKenith*

*Josh Stewart, President Emeritus*

*Yvonne Thomas*

The Monterey County Branch NAACP is proud to endorse our Silver Life Member, the honorable Darryl Choates, for induction into the Seaside Broadway Walk of Fame.

*Ruthie Watts*

Sincerely,

*Lyndon Tarver*

President, NAACP Monterey County





P.O. Box 42  
Monterey CA 93942  
831-394-4279

[www.cpy.org](http://www.cpy.org)  
[www.facebook.com/CPY4kids](https://www.facebook.com/CPY4kids)

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Corporate Tax  
# 77-0310237

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Building a Community  
One Child At A Time

March 23 2023

City of Seaside  
Broadway Walk of Fame  
400 Harcourt Avenue  
Seaside, CA 93955

To Whom It May Concern:

This letter is in support for the nomination of Darryl Choates.

Darryl falls into so many of the significant positive aspects of Seaside, such as: volunteering or working in the community; bringing positive recognition to the city on so many levels; fostering the spirit of the community; contributing to the health and safety of our citizens; providing positive opportunities for the future of our youth; extraordinary effort to overcome challenges to achieve positive contributions; providing economic development; and fostering the spirit of the community. Darryl served on the City Council as well as on the Monterey Bay Blues Board, as well as the redevelopment of the old Del Monte Manor.

So many of us know the Darryl who is larger than life and stands up for what he believes. However, as I have come to know Darryl I see him as a man who walks his talk in caring for others. He does this without fanfare or encouraging others to notice what he does; particularly with the elderly and those who do not have supportive family members to care for them. He has supplied meals, transportation, and emotional support for many within our community. His heart is in helping others and making a difference in and throughout our community.

Darryl's family are Seaside pioneers. His extended family have attended CPY and worked as mentors throughout the years. He has always been open to assist when asked.

When I think about those who have spent their lifetime giving back to our community, Darryl Choates is one who comes to mind. He has lived many seasons of his life in Seaside and has always shown his commitment to our awesome city.

Warmest Regards,

Shari R. Hastey  
Executive Director





# BROADWAY WALK OF FAME APPLICATION

Name of Nominee: Herman Lee Edwards Mailing Address

City / State: Carmel, CA Phone: 516.978.6117 E-

Applicant or Group: (if different from nominee): Lin Edwards Mailing Address:

City / State: Carmel, CA Phone:

Please select the nomination category (no more than one category may be selected):

| Category                  | YES                                 | NO                                  | Category                      | YES                      | NO                                  |
|---------------------------|-------------------------------------|-------------------------------------|-------------------------------|--------------------------|-------------------------------------|
| Athletics and Competition | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Arts and Performing Media     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Civics and Government     | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Community and Social Equality | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Education                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Environment and Conservation  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Journalism and Literature | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Outstanding Achievement       | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

The Broadway Walk of Fame nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

| Criteria                                                                                                                | YES                                 | NO                                  | Criteria                                                                                                                                      | YES                                 | NO                                  |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |                                                                                                                                               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.                      | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility. | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Bringing positive recognition to the city on a local, national, or global stage.                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Volunteering or working in the community for five (5) or more years.                                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Contributing to the quality of life of our citizens.                                                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Providing economic development or redevelopment activity.                                                                                     | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Enhancing Seaside as a place to live, work, or visit.                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Contributing significant historical impact.                                                                                                   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Fostering the spirit of our community.                                                                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Extraordinary effort to overcome challenges to achieve contribution.                                                                          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Making lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Contributing to the health and safety of our citizens.                                                                                        | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Providing positive opportunities for the future of our youth.                                                           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |



| Question                                                                                                                                           | YES                      | NO                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| Is the Nominee aware of the Broadway Walk of Fame nomination?<br><i>**This question is informational and not related to the criteria section**</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If no, please explain why:

See Attached

Please provide written justification supporting your nomination for the Broadway Walk of Fame or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:

See Attached

Please attach petitions and/or letters of support from City community groups and organizations.

*I have read the Broadway Walk of Fame policy and understand the guidelines of the program. I attest that the information provided in the application is true, complete and accurate. Failure to comply with the guidelines of the program will result in the application being denied.*

Signature: Lia D. Edwards Print Name: Lia D. Edwards Date: 3/30/2023

If you have any questions, please call the City Manager's office at (831) 899-6700.

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955

Email: [cityclerk@ci.seaside.ca.us](mailto:cityclerk@ci.seaside.ca.us), Subject: Broadway Walk of Fame Application

The Nominee (Herman Edwards) is not aware of the Broadway Walk of Fame nomination. Herman (Herm) is a proud native of Seaside and giving back to his community is something that he believes you should do because it's the right thing to do. He is not the type of individual that is looking for recognition for his community and charitable efforts. As his proud wife of 23 years, I know how much he loves the city of Seaside and if he was selected to be a part of the "Broadway Walk of Fame" he would be both humbled and honored. I didn't find it necessary to share with him that I would be completing this application for this potential recognition as honestly, I don't think he would have wanted me to submit the application. Instead, I thought it could a pleasant surprise for him if he was honored and if he was denied then that is something that I would not need to share with him as he would not be aware of my completing the application.

## JUSTIFICATION

Herman (Herm) Lee Edwards began his time in the Seaside community at the young age of 4. He is the proud son of Master Sergeant Herman Edwards Senior and his wife, Martha. Herm also has a younger sister Irvina. Why are these individuals important to Herm's nomination? Herm's family taught him at a young age about making good decisions, that there are important lessons to be learned in the small details and about giving back to your community. Being raised in an environment where he was taught the fundamentals of community service allowed Herm to achieve many things both personally and professionally outside of Seaside but without ever forgetting where he came from.

In 1985 Herm created the Herman L. Edwards Family Youth Foundation with the goal of making a direct impact on the lives of children on the Monterey Peninsula. Herm's foundation was a financial support for the Boys & Girls Clubs of Monterey County by hosting an annual golf tournament with the proceeds assisting with the new building in Seaside for the Boys & Girls Club. Herm's foundation also hosted for 10 years a free weeklong football camp where young men and women could learn the game of football and about good sportsmanship. At one time the camp was comprised of almost 1,000 participants. In addition, Herm's foundation is also supportive of the local club swim team, the Seaside Dolphins. The Dolphins offers swim lessons for kids in the community. Learning to swim is a life-or-death skill so being able to support a swim club that provides these necessary tools for our local community was important to Herm. He was introduced to the Dolphins as

his two daughters are competitive swimmers and are members of the Dolphins swim team.

These are just three examples of how Herm has contributed to the quality of life in Seaside and these examples are still benefiting Seaside today. The Boys and Girls Club has a wonderful building and facility in Seaside where many young people utilize each day. Herm still has young men and women who are now grown who stop him when he is out in public to let him know that he/she attended the free football camp, and they always recall a positive memory from their time at the camp. Many of Herm's camp participants would not have been able to attend a football camp that featured many former and present NFL players if there would have been a cost associated with the camp. And finally, supporting the gift of swim lessons and a swim club is providing individuals with a necessary tool in life of learning to swim.

Herm is back on the Monterey Peninsula on a full-time basis with his family. He still enjoys being able to give back to his community and values the time, talent, and treasure that he has been able to give to Seaside both in the past and in the present.







## BROADWAY WALK OF FAME APPLICATION

Name of Nominee: Herm Edwards Mailing Address: \_\_\_\_\_

City / State: Seaside, ca Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Applicant or Group: (if different from nominee): Daniel Washington Mail: \_\_\_\_\_

City / State: Seaside, Ca Phone: \_\_\_\_\_

Please select the nomination category (no more than one category may be selected):

| Category                  | YES                                 | NO                       | Category                      | YES                      | NO                       |
|---------------------------|-------------------------------------|--------------------------|-------------------------------|--------------------------|--------------------------|
| Athletics and Competition | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Arts and Performing Media     | <input type="checkbox"/> | <input type="checkbox"/> |
| Civics and Government     | <input type="checkbox"/>            | <input type="checkbox"/> | Community and Social Equality | <input type="checkbox"/> | <input type="checkbox"/> |
| Education                 | <input type="checkbox"/>            | <input type="checkbox"/> | Environment and Conservation  | <input type="checkbox"/> | <input type="checkbox"/> |
| Journalism and Literature | <input type="checkbox"/>            | <input type="checkbox"/> | Outstanding Achievement       | <input type="checkbox"/> | <input type="checkbox"/> |

The Broadway Walk of Fame nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

| Criteria                                                                                                                | YES                                 | NO                       | Criteria                                                                                                                                      | YES                                 | NO                       |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.    | <input type="checkbox"/>            | <input type="checkbox"/> |                                                                                                                                               |                                     |                          |
| Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Bringing positive recognition to the city on a local, national, or global stage.                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Volunteering or working in the community for five (5) or more years.                                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Contributing to the quality of life of our citizens.                                                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Providing economic development or redevelopment activity.                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/> |
| Enhancing Seaside as a place to live, work, or visit.                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contributing significant historical impact.                                                                                                   | <input type="checkbox"/>            | <input type="checkbox"/> |
| Fostering the spirit of our community.                                                                                  | <input type="checkbox"/>            | <input type="checkbox"/> | Extraordinary effort to overcome challenges to achieve contribution.                                                                          | <input type="checkbox"/>            | <input type="checkbox"/> |
| Making lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside. | <input type="checkbox"/>            | <input type="checkbox"/> | Contributing to the health and safety of our citizens.                                                                                        | <input type="checkbox"/>            | <input type="checkbox"/> |
| Providing positive opportunities for the future of our youth.                                                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.             | <input checked="" type="checkbox"/> | <input type="checkbox"/> |



| Question                                                                                                                                           | YES                      | NO                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| Is the Nominee aware of the Broadway Walk of Fame nomination?<br><i>**This question is informational and not related to the criteria section**</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If no, please explain why:

Hermann Edwards lives in Arizona and is very involved in his work and family. I will wait till the response of application before notifying

Please provide written justification supporting your nomination for the Broadway Walk of Fame or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

**JUSTIFICATION:**

Herm is the most recognized name and longest tenured professional athlete in the history of Seaside. Herm is proud of his Seaside roots and openly

recognizes his development as an athlete, father and television sports host to Seaside.

**Herm has been a professional football player, college coach, pro football coach and television commentator on ESPN.**

He initiated the campaign fund for the Boy's and Girl's Club, has volunteered at the Boy's

and Girl's Club and continues his financial support. He initiated a football camp for youth for over a decade, teaching youth

**the skills, manners, behavior, and character it takes to be**

**good athletes and outstanding citizens. He has donated funds to Seaside**

**Aquatics Club, volunteered and donated funds to CPY, and continues**

**to be active mentor to youth at the Boy's and Girl's Club and youth ins Seaside.**

Please attach petitions and/or letters of support from City community groups and organizations.

*I have read the Broadway Walk of Fame policy and understand the guidelines of the program. I attest that the information provided in the application is true, complete and accurate. Failure to comply with the guidelines of the program will result in the application being denied.*

Signature: Dan Y Print Name: Daniel Washington Date: 3-29-23

If you have any questions, please call the City Manager's office at (831) 899-6700.

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955

Email: [cityclerk@ci.seaside.ca.us](mailto:cityclerk@ci.seaside.ca.us), Subject: Broadway Walk of Fame Application





## BROADWAY WALK OF FAME APPLICATION

Name of Nominee: Mel Mason

City / State: Seaside, Ca Phone: \_\_\_\_\_

Applicant or Group: (if different from nominee): Bridgette Allen-Murray Mailing

City / State: Seaside, Ca. Phone: \_\_\_\_\_

Please select the nomination category (no more than one category may be selected):

| Category                  | YES                      | NO                       | Category                      | YES                                 | NO                       |
|---------------------------|--------------------------|--------------------------|-------------------------------|-------------------------------------|--------------------------|
| Athletics and Competition | <input type="checkbox"/> | <input type="checkbox"/> | Arts and Performing Media     | <input type="checkbox"/>            | <input type="checkbox"/> |
| Civics and Government     | <input type="checkbox"/> | <input type="checkbox"/> | Community and Social Equality | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Education                 | <input type="checkbox"/> | <input type="checkbox"/> | Environment and Conservation  | <input type="checkbox"/>            | <input type="checkbox"/> |
| Journalism and Literature | <input type="checkbox"/> | <input type="checkbox"/> | Outstanding Achievement       | <input type="checkbox"/>            | <input type="checkbox"/> |

The Broadway Walk of Fame nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

| Criteria                                                                                                                | YES                                 | NO                       | Criteria                                                                                                                                      | YES                                 | NO                       |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                                                                                                                               |                                     |                          |
| Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility. | <input type="checkbox"/>            | <input type="checkbox"/> |
| Bringing positive recognition to the city on a local, national, or global stage.                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Volunteering or working in the community for five (5) or more years.                                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Contributing to the quality of life of our citizens.                                                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Providing economic development or redevelopment activity.                                                                                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Enhancing Seaside as a place to live, work, or visit.                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contributing significant historical impact.                                                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Fostering the spirit of our community.                                                                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Extraordinary effort to overcome challenges to achieve contribution.                                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Making lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contributing to the health and safety of our citizens.                                                                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Providing positive opportunities for the future of our youth.                                                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.             | <input type="checkbox"/>            | <input type="checkbox"/> |



| Question                                                                                                                                           | YES                                        | NO                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------|
| Is the Nominee aware of the Broadway Walk of Fame nomination?<br><i>**This question is informational and not related to the criteria section**</i> | <input checked="checked" type="checkbox"/> | <input type="checkbox"/> |

If no, please explain why:

Please provide written justification supporting your nomination for the Broadway Walk of Fame or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

**JUSTIFICATION:**

Based on this nominee's body of work as reflected in his resume and bio, when you think of Mel Mason the man, the visionary, the individual who

created and did the extraordinary. It is not just enough to see the work but more importantly to be and do the work and to be the advocate for a child in need,

Mr. Mason is also a conduit for youth to be able to see brighter days ahead because he took the time to impute in others the knowledge and wisdom

that was and still is in his head. Mr. Mason has freely and unselfishly given of his time, talent, expertise and himself to empower all.

Keys unlock the mind, Mel Mason has given out a treasure chestful over time. Keys for a safe haven for the underserved,

underrepresented kids, youth & adults in Seaside, it doesn't matter the race or ethnicity he willingly still gives the hope and the courage

that they need to succeed. Ask of any them and they will emphatically tell you, "That's Mr. Mason, you see."

Please attach petitions and/or letters of support from City community groups and organizations.

*I have read the Broadway Walk of Fame policy and understand the guidelines of the program. I attest that the information provided in the application is true, complete and accurate. Failure to comply with the guidelines of the program will result in the application being denied.*

Signature: Bridgette Allen-Murray Print Name: Bridgette Allen-Murray Date: March 29, 2023

If you have any questions, please call the City Manager's office at (831) 899-6700.

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955

Email: [cityclerk@ci.seaside.ca.us](mailto:cityclerk@ci.seaside.ca.us), Subject: Broadway Walk of Fame Application

## **RESUME**

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### **MELVIN THOMAS MASON, LCSW**

Mailing Address: P.O. Box 752  
Seaside, CA 93955-0752  
Home Telephone: (831) 394-2869, Cell: (831) 601-0014

### **ACADEMIC BACKGROUND**

**Master of Social Work Degree**, College of Social Work, San Jose State University  
Concentration: Mental Health Social Work Practice  
**Bachelor of Arts Degree**, Golden Gate University  
Concentration: Social Science  
**Associate of Arts Degree**, Monterey Peninsula College  
Concentration: General Education

### **CREDENTIALS/LICENSES**

Clinical Social Worker License (LCSW)  
Community College Teaching Credential  
Human Services Counseling Credential  
Effective Black Parenting Trainer's Certification  
Advanced Clinical Supervision Certificate

### **RELATED PROFESSIONAL EXPERIENCE**

**Executive Director/Clinical Director (Co-Founder)**, May 2008 to Present  
The Village Project, Inc., P.O. Box 127, Seaside, CA 93955  
Duties: Oversee the overall operation of the agency. Hire, supervise and evaluate staff. Oversee program development and fund raising. Supervise and train counselors/therapists, interns and trainees. Liaison with Monterey County Behavioral Health Division and community-based agencies and organizations.

**Counselor (Retired)**, September 2000 to June 30, 2006  
Personal Growth and Counseling Center, California State University-Monterey Bay  
Duties: Provided individual and group counseling; crisis intervention/management services; clinical assessments; mental health trainings for staff and faculty in other units; consultations; training and supervision of interns and trainees.

**Interim Counselor**, 1999-2000  
Personal Growth and Counseling Center, California State University-Monterey Bay

Duties: Same as above.

**Part-Time Counselor, 1998-1999**

Personal Growth and Counseling Center, California State University-Monterey Bay

Duties: Same as above.

**Lecturer, Spring 2000, Fall 2000, Spring 2001, Fall 2006**

Duties: Taught classes in the Community Health and Human Services Institute (CHS 410: Advanced Social Work, CHS 395: Peer Counseling Strategies), Liberal Studies Institute (LS 391: Culture and Cultural Diversity) and Service Learning Institute (SL-200: Introduction To Service Learning: The Seaside Community).

**Psychiatric Social Worker II, Monterey County Behavioral Health Division-Children's Services, 1997-**

1999.

Duties: Provided mental health services for juveniles in Monterey County Probation Youth Center and their families. Developed and provided mental health trainings for Youth Center staff. Worked collaboratively with faculty from on site school operated by Monterey County Office of Education.

**Director, Short Term Crisis Program, Interim, Inc., Monterey, CA, 1990-1997**

Duties: Supervised program and staff charged with the responsibility of providing crisis residential treatment for adults with serious mental illness.

**Counselor, Short Term Counseling Program, Interim, Inc., Monterey, CA 1987-1990**

Duties: Provided crisis counseling services in a residential setting for adults with serious mental illness who were in psychiatric crisis.

**Director, Student Activities Office, Monterey Peninsula College, Monterey, CA, 1974-1984**

Duties: Supervised and was responsible for all extra and experiential education programs for the Student Activities Office. Developed and supervised the College's first Peer Counseling Program and provided training for Peer Counselors. Oversaw Club Program and served as Advisor for Associated Students (Student Government) of Monterey Peninsula College.

**Assistant Basketball Coach, Monterey Peninsula College, Monterey, CA 1974-1976**

Duties: Assisted Head Basketball Coach with developing game plans, scouting reports and working with players on game fundamentals.

**Counselor, Monterey High School, 1972-1974**



Duties: Provided counseling services for students and families. Developed a collaborative relationship with Educational Opportunity Programs (EOP) at four-year universities in California for admission of graduating minority students.

**Counselor, Young Adults for Action, Inc., Seaside, CA, 1971-1972**

Duties: Provided criminal rehabilitation counseling – individual and group - and employment placement services for recently released inmates from California's State Prisons.

**CULTURAL COMPETENCE TRAININGS FACILITATED**

**1995-1997** – Periodic trainings given to staff at Interim, Inc. on working with African American clients in mental health residential treatment settings.

**1997-1999** – Served on Monterey County Behavioral Health Division's Cultural Competency Committee; Assisted in organizing cultural competency trainings for the Division; Co-Writer of the Division's first Cultural Competency Master Plan.

**Fall Semester 2001** – "Working with African American Student Clients in Brief Counseling Setting in University Counseling Center". California State University-Monterey Bay

**Fall Semester 2002** – "Supporting African American Male Students in University Settings Using a Special Afrocentric Support Group Model." Presented in Workshop Format at Conference of Higher Education Counselors and Counseling Center Directors. Shell Beach, California

**Spring Semester 2002** – "Working with Diverse Students in Residential Life Setting". Given for staff in Residential Life at California State University-Monterey Bay.

**Summer Term 2002** - "Working with Diverse Students in University Summer Bridge Program". California State University-Monterey BAY

**Spring 2004** – Cultural Competence Trainings for staff of Faculty Mentor Program and Academic Advisement Program.

**May 2006** – Presentation at Interim, Inc. Retreat on "History of African Americans and Mental Health: Lessons, Issues and Effective Practices for Today."

**October 2007** – Facilitated Multicultural Competence Training for CSUMB's Personal Growth and Counseling Center on "Working with Culturally Diverse Student Clients".

**September 8 and 9, 2** – Cultural Competence Training for Monterey County Behavioral Health Division's and county contract agencies' clinical and line staff on "Working with African American Clients."

**Contributions to the City of Seaside**

Founding Member of the Annual Youth Summits generated by a group of concerned community members during the height of violence in the community and co-founded by the NAACP Youth Council in 1994. The Youth Summits were held yearly for 25 years until the pandemic emerged. The Youth Summits held workshops for children, families, and youth. All youth attendees received back packs and school supplies which benefited nearly 300 participants each year.

Mel was a Co-Founder of the City of Seaside's Youth Commission in 1973.

2016 – 2017 Under Mel's Leadership, he incubated and developed the City of Seaside's Youth Resource Center, hiring it inaugural staff and putting together its program design. Once it was a fully developed program, it was turned over to the City where it remains today.

In 2000 Mel lead the formation of the Mental Health Crisis Intervention Team Academy to train all law enforcement agencies in crisis techniques when working with mentally ill person. This benefited the city by having all law enforcement officers receive mental health training. At that time it was the only such training academy in the United States. In addition, Mel helped draft the first curriculum for the Crisis Intervention Team Academy.

1980-1984 Mel served on the Seaside City Council and drafted the cities first Affirmative Action Ordinance that provided special opportunities for minority contractors, women owned businesses to receive set aside contracts with the City of Seaside. The ordinance also provided minorities more opportunities for being hired in the different departments in the City to include department heads.

#### **HONORS AND AWARDS**

City of Seaside Mayor Key to the City Award, 2023

Community Foundation for Monterey County Distinguished Trustee Award, 2021

California Wellness Foundation Sabbatical Award, 2019

Monterey Peninsula College President's Award, 2018

California Community College Athletic Association Hall Of Fame (Basketball) - 2011

Monterey County NAACP's 2007 Stephen E. Ross Award for Outstanding Civil Rights Advocacy and

Community Service

Black History Month 2007 Special Award for Outstanding Accomplishments as a Civil Rights Leader

Dr. Martin Luther King Day 2007 Special Award for Lifetime Achievements in Civil Rights

Monterey County Board of Education Special Commendation Resolution for Outstanding Service to

Education and the Community – 2005

Christian Memorial Tabernacle Church Of God In Christ's Afro-American Humanitarian Service

Award - 2004

Monterey Bahai/Monterey Chapter of United Nations Association's Human Rights Award – 2002

California State NAACP's Lulan Sapp-McGriff Award for Outstanding Civil Rights Leadership - 2001

KSBW TV-8's Jefferson Award for Outstanding Community Service - 1999

Monterey County Chapter of the American Civil Liberties Union's Ralph Atkinson Award – 1998

Monterey Peninsula College Athletic Hall of Fame (Basketball) – 1996

Seaside Seventh Day Adventist Church's Humanitarian of the Year Award - 1981  
 Associated Students of Monterey Peninsula College's Outstanding Alumnus Award - 1980  
 National Voluntary Action Center's National Volunteer of the Year Award - 1976  
 Monterey Peninsula College President's Award for Outstanding Accomplishments by an Alumni-2018  
 Anti-Police Brutality Committees, 1971-1976  
 CA Black Faculty and Staff Association, 1976-1984  
 Member-National Association of Black Social Workers  
 Peace Coalition of Monterey County, Co-Founder, 1992-1997  
 African Americans Against the Gulf War, Founder and Chair, 1990-1995  
 Civil Rights Coalition of Monterey County, 2001-2007  
 Mumia Abu-Jamal Defense Coalition, 1995-1998  
 Member-The Association of Black Psychologists International  
 Regional Alliance for Progressive Policy, 1995-1998  
 Socialist Workers Party Candidate for CA Governor, 1982  
 Socialist Workers Party for U.S. President, 1984  
 NAACP branch President, 2002-2006, 2010-2012  
 CA/Hawaii State Conference, Vice President, 2007-2009  
 Steering Committee, Racial and Ethnic Mental Health Disparities Coalition 2013-present

## PUBLICATIONS

Never Forget our People Were Always Free, A Parable of American Healing, Ben Jealous, HarperCollins, Publisher 2023, Mel Mason Body of Work Referenced.  
 Testimony, Livestream Hearing of Assembly Select Committee on Status of Boys and Men of Color. Seaside, CA. 11-6-17, 3:00PM-5:00PM.  
<https://www.facebook.com/AssemblyDems/videos/1664518876925831/>  
Mel Mason: The Making of a Revolutionary, Mason, Mel. 1982  
Peninsula People, McCleary, John. Mason, Mel, Contributor. 1997  
The Myths and Legends of Cannery Row, Larsh, Ed. Mason, Mel, Contributor. 1995  
Voices of Change, Karnes, Gary and Araujo, Karen, Editors. Mason, Mel, Contributor. 2016  
Reach, 40 Black Men Speak on Living, Leading, and Succeeding, Jealous, Ben and Shorters, Trabian, Editors. Mason, Mel, Contributor. 2015





## MEL MASON BIO

Mel Mason grew up in Seaside, California from the age of 13 after he and his mother moved there from Kentucky in 1956. Considered by many to be one of the greatest basketball players in the history of this area, he had a storied career at Monterey High School and at Monterey Peninsula College where he was the college's only All-American and, to this day, holds all of that school's scoring and rebound records. In March 2011, he was inducted into the California Community College Athletic Association's Hall of Fame, a Hall that includes former Pasadena City College athletic star Jackie Robinson. Because he was born in Kentucky, he has been placed into that state's "Kentucky Notable African Americans Hall of Honor", a Hall that includes Muhammad Ali as well as other historical figures.

Highly recruited by most of the major universities in the country, Mel chose Oregon State University where he took a stand against the racist treatment of himself and other Black athletes and students, lost his scholarship and was barred from playing at any other university in the country. Other players who regarded him as the best player of all time in community college history went on to have professional careers. They all believed that Mel should have been there with them. "I considered this a blessing in many ways", he would say later. "The ending of my basketball career opened other, wider doors for me that gave my life more meaning as I embarked on a now 47-year involvement as an activist for civil and human rights." The following year, African American students there – some of whom remembered what Mel went through – held a walk out to protest what they felt was the virulent racism at the university.

Mel's activism led him to become a member of the Black Panther Party in the late 1960's and early 1970's. He is currently a member of the Black Panther Party Speakers Bureau established to educate people about the true history and legacy of that organization. Over all these years, he remains involved in campaigns to free former Panthers who were framed up and imprisoned as a result of the FBI's notorious Counterintelligence Program (COINTELPRO). Some of these Panthers have been incarcerated for over 50 years. Later, as a leader of the Socialist Workers Party, he would run for Governor of California in 1982 and for President of the United States in 1984. In 1980, after years of activism locally, Mel was elected to the Seaside City Council amid death threats and other acts of attempted intimidation, including visits by the FBI.

Over his career, Mel has spoken in many parts of the world on behalf of human rights issues. He was a friend of Maurice Bishop, Prime Minister of the island country of Grenada, where he was guest in 1981. Bishop was assassinated two years later. He was also a guest of then President Daniel Ortega's government in Nicaragua in 1984 where he met an activist from Brazil named "Lula" (Inacio Lula Da Silva) who, years later, would become President of Brazil. Mel has co-founded and helped lead many organizations, locally, to include A Black United Farm Workers Union support committee during the Great Lettuce Strike of 1970, a number of anti-police brutality campaigns on the Monterey Peninsula and Salinas, the Regional Alliance for Progressive Policy which took on the local Border Patrol over violations committed against Mexican immigrants and others, and co-founded the Peace Coalition of Monterey County, to name a few.

In the Early 1970s Mel organized anti-police brutality movements to end police abuse against Blacks and other minorities. Used his position as a City Councilman to continue to lead this effort.

In 1979 through his tenure as a City Councilman, helped organizer "Summer on the Green" that allowed Seaside youth to use Cutino Park for youth-organized activities during the summers.

In 1979, helped organize weekend activities including youth mentorship activities in the old Seaside Fire House.

2006-2008, volunteered to provide Black and low-income families and children with free therapy. This served as prelude to the founding of The Village Project, Inc.

In 1978, was co-founder and Chair of the Seaside Community Action Coalition that fought for affirmative action for minorities and women in hiring.

In 1979, was a founding member and media spokesperson of the Seaside-based Citizen League for Progress, a major civic and advocacy organization in Seaside.

While President of the local NAACP Branch, provided critical input into the Seaside Police Department's first iteration of its community-oriented Policing Plan.

In 1980 and 1981, organized two community meetings in Seaside for Joseph Burke, Ambassador to North America from Grenada, a predominantly Black Island country in the Caribbean. Later was a special guest of the Grenadian government and was befriended by Prime Minister Maurice Bishop. Attempted to have Seaside become a Sister City of Grenadian capital city St. George's, but majority of City Council voted against his proposal. Seaside became well known in Grenada.

In 1979, was appointed as the first community representative on the Seaside/Sand City Chamber of Commerce Board of Directors. With then Chamber President Al Glover, he co-authored the Chamber's Code of Ethics, which appeared on Chamber membership plaques.

One especially traumatic occurrence in Mel's life was the Seaside police killing of his best friend Charles Vaughn, Sr. in May of 1998. Charles suffered from late onset schizophrenia and had been an elementary school teacher for several years in the 1970's and was admitted into a doctoral program at the time of the onset of his illness. At the time of his death, Charles had been living a stable life and a report by a state organization called Protection and Advocacy, Inc. found that both Monterey County Behavioral Health and the Seaside Police Department culpable in what it determined was the "wrongful death" of Charles Vaughn, Sr. Mel and Charles' oldest son, Charles, Jr., in addition to seeking local then federal prosecution of the police who killed Charles, Sr., the two founded the Charles Vaughn, Sr. Mental Health Police Practices Task Force which helped create the Monterey County Crisis Intervention Academy that mandated crisis mental health trainings for all law enforcement agencies in Monterey County. Mel's meeting with the Executive Director of the Police Officers Standards and Training (POST) resulted in an expanded mental health training curriculum in police academies throughout the State of California. As a mental health practitioner, Mel helped draft the first crisis intervention curriculum for the Crisis Intervention Academy. The existence of this academy has saved the lives of many people with mental illness and their contact with law enforcement over the years.

In 2012, Mel completed the last of his three terms as Monterey County NAACP Branch President. During his first term, he co-founded and chaired the Civil Rights Coalition of Monterey County which consisted of all the civil rights organizations in Monterey County. He has received numerous awards for his activism and community service. His life has been chronicled in such books as Peninsula People, by John McCleary, The Myths and Legends of Cannery Row, by Ed Larsh, The History of African Americans in Monterey County, by Jan Batiste Atkins, a book edited by former National NAACP President/ CEO and Pacific Grove native Ben Jealous entitled REACH: 40 Black Men Speak of Living, Leading and Succeeding, and another more recently published book entitled, Voices of Change, edited by local activists Gary Karnes and Karen Araujo.

He is married to the love of his life Regina Mason with whom he co-founded a now fourteen years and ten-month old award winning African American Family Resource Center called The Village Project, Inc., located in Seaside. He has two sons – Melvin, Jr. and Hasani and a niece, Candice that he helped raise. Candice has added a daughter, Kennedy, to the family that he cherishes.

Given the many awards Mel Mason has won acknowledging much of his extraordinary and extensive community service, \*\* I was surprised that Mr. Mason's name was not among the first group to be chosen for the Seaside Walk of Fame. I am, however, also very pleased to be able to nominate him for that specific honor.

**Eligibility criteria: Outstanding achievement**

1. Residency in the City of Seaside for 67+ years while making a significant positive impact on that city for most of that time.
2. Bringing positive recognition to Seaside on a local and national stage with his entry in the State of California's Basketball Hall of Fame, by being a Presidential candidate, by winning the ACLU's Ralph B. Atkinson Award and by spreading the word about the stunning success of The Village Project, Inc. through newspaper interviews and participation in professional state-wide meetings.
3. Contributing to the health and safety of Seaside's citizens by serving as the President of the local chapter of the NAACP for two consecutive terms & continuing to be the "go to" person for assistance with issues of racial injustice; by co-founding TVPI, Inc. to provide mental health services for anyone who sought it; and by arranging for and providing direct support for the counseling of gang members and former prisoners.
4. Contributing to the quality of life of Seaside's citizens by providing educational and family counseling services; organizing and presenting mental health presentations related to diverse community groups; providing publicly attended celebratory graduations for TVPI's students, and by supporting staff and volunteer work at The Village Market.
5. Extraordinary effort to acquire adequate funds from Behavioral Health Services for the first 10 years of TVPI's existence, despite those state funds having been specifically allocated for the services that TVPI provides.
6. Chairing a committee that successfully created MPC's trustee districts to ensure voter equity and increase minority representation on MPC's board of trustees.

The academic and emotional success of many of the graduates of The Village Project Inc. will not only improve their lives, but also those of others they encounter during adulthood. The improvement in the mental health of families served by TVPI will have lasting impact on current and future generations. The location of TVPI in Seaside improves the public image of the city and supports its desire for increased diversity.

\*1998 – Monterey County American Civil Liberties Union (ACLU) Ralph B. Atkinson Award<sup>[18]</sup>

\*1999 – KSBW Jefferson Award for Outstanding Volunteer Community Service

\*2002 – Baha'i 23rd Human Rights Award<sup>[19]</sup>

\*2007 – Stephen E Ross award for community service and advocate for justice: awarded by the NAACP of the Monterey Peninsula<sup>[20][17]</sup>

\*2007 – Sam Farr, US House of Representatives: resolution in honor of Mel Mason Congressional Record 10/2222,

\*2011 – California Community College Hall of Fame induction<sup>[20][16]</sup>

\*2018 – Cal Wellness Sabbatical Program Award<sup>[17]</sup> designed to improve the long-term effectiveness of nonprofits by investing in the health and wellness of leaders and building staff capacity to manage operations (give them a sabbatical break.) 2018 – Monterey Peninsula College President's Award, shared with wife Regina Mason, for community service by MPC Alumni<sup>[21]</sup>



Bill Monning and Dana Kent  
P.O. 1385  
Monterey, Ca 93942

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23 March 2023

Selection Committee  
CITY OF SEASIDE  
WALK OF FAME  
c/o Seaside City Hall  
440 Harcourt Avenue  
Seaside, Ca 93955

**Re: Nomination of MEL MASON for Seaside Walk of Fame**

Dear Members of the Selection Committee:

We re-submit this letter in support of the selection of MEL MASON for recognition on the Seaside Walk of Fame.

We have known Mel for many years and admire his many accomplishments in support of the residents of Seaside. Mel served as a member of the Seaside City Council; for multiple terms as the President of the NAACP Branch; as a lead counselor at CSUMB; and as co-founder (with Regina Mason) and executive director of the Village Project Inc.

In addition, Mel Mason has been a strong advocate for the protection of the rights of children, poor people, the incarcerated, and the mentally ill as well as a nationally recognized figure in the ongoing struggles against racism, police misconduct, and discrimination in employment.

While not born in Seaside, Mel Mason has spent virtually his entire life as a resident of Seaside. He distinguished himself as a high school and community college athlete. He was named to the Monterey Peninsula College Hall of Fame for his prowess as a basketball player.

**Nomination of MEL MASON  
SEASIDE WALK OF FAME**

23 March 2023

Page Two of Two

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Mel Mason has devoted his entire adult and professional life to the service of the Seaside community with a particular focus on support for at-risk youth, the mentally ill, and the empowerment and rehabilitation of those formerly incarcerated.

While we do not live in Seaside, we have both worked in service to the people of Seaside, Dana as medical director and physician at the Seaside Family Clinic operated by the Monterey County Health Dept., and Bill as a member of the California State Assembly and State Senate, where he represented the City of Seaside.

We consider Mel Mason to epitomize the best of Seaside and to be a model of selfless service to the community. The recognition of Mel Mason on the Seaside Walk of Fame will convey the City of Seaside's appreciation of Mel Mason's lifetime work and serve as a model to inspire others to devote themselves to service to the community.

Thank you for your consideration of our support for the selection of Mel Mason for the Seaside Walk of Fame.

Sincerely,

*Bill Monning*

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Bill Monning  
California State Senate  
Majority Leader Emeritus

*Dana Kent*

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Dana Kent, M.D.  
Retired

To: Seaside Broadway Walk of Fame Selection Committee

March 23, 2023

From: Steven Goings, LCSW  
1524 Vallejo Street  
Seaside, CA 93955

Re: Support of nomination of Mr. Mel Mason, LCSW for a star on the Seaside Broadway Walk of Fame

Dear Selection Committee,

I enthusiastically support the selection of Mr. Mel Mason as more than deserving of a star on the Walk of Fame on Broadway in the City of Seaside. I was fortunate enough to serve under Mr. Mason in his final term as President of the Monterey County Branch NAACP, 2011-2012. I attended some meetings of the organization prior to Mr. Mason's election and the meetings at that time were full of strife and conflict. Mr. Mason brought order out of chaos due to his skill, dedication, talent and gravitas.

Mr. Mason's contributions to the Black Community at large, Seaside, Monterey Bay, and the State of California as a community leader are well known and celebrated:

- 1998 – Monterey County American Civil Liberties Union (ACLU) Ralph B. Atkinson Award
- 1999 – KSBW Jefferson Award for Outstanding Volunteer Community Service
- 2002 – Baha'i 23rd Human Rights Award
- 2007 – Stephen E Ross award for community service and advocate for justice: awarded by the NAACP of the Monterey Peninsula
- 2007 – Sam Farr, US House of Representatives: resolution in honor of Mel Mason Congressional Record October 22,
- 2011 – California Community College Hall of Fame induction
- 2018 – Cal Wellness Sabbatical Program Award
- 2018 – Monterey Peninsula College President's Award, shared with wife Regina Mason, for community service by MPC Alumni
- 2021 – Community Foundation for Monterey County Distinguished Trustee Award

Mr. Mason's career as a civil rights, social justice and political activist have included

- Membership in the Black Panther Party starting (1968)
- Organization of the Black United Farmworker's Committee (1970)
- Local campaigns against police brutality (1976)
- Election to Seaside City Council (1980)
- Socialist Worker's Party Candidate for California Governor (1982)
- Socialist Worker's Party Candidate for U.S. President (1984)
- Three terms as President of the Monterey County NAACP (2003, 2005, 2011)
- And much more!



Mr. Mason started a second career as a social worker where he served as counselor/faculty at California State University, Monterey Bay's Personal Growth and Counseling Center (PGCC) from 1996 to 2006. During his time at the PGCC, Mr. Mason received his Licensed Clinical Social Worker status (2001) becoming the only Black male LCSW in the entire region until very recently. While at CSU Monterey Bay, Mr. Mason also served as an advisor for Black Students United, developed the Harambee African Heritage Men's Support Group and was appointed to the Access to Excellence Committee to increase the admissions of minority students in the entire California State University system. Just a couple of years after his 2006 retirement from CSUMB, Mr. Mason and his wife Regina, opened The Village Project, Inc. located at 1069 Broadway in Seaside. Mr. Mason has served as the clinical director of the Village Project, Inc. since its inception and (until recently) also served as its executive director.

Clearly, The Village Project, Inc. is the capstone to Mr. Mason's illustrious career in public service. Nevertheless, Mr. Mason's achievements and contributions prior to the establishment of The Village Project, Inc. is so substantial he would be deserving of a star on the Walk of Fame without that final contribution.

The reverse is also true. Had Mel done nothing of note prior to development of this fabulous non-profit, its reach has been so great that that alone should qualify him for the honor. The Village Project, is an afro-centric family resource center that serves members of *all* underserved communities. In terms of a Black & African heritage-led institutions, in my view, it is the best thing the Black community has going anywhere on the Peninsula. The Village Project Inc. serves a community center, a counseling center, a field placement for CSUMB Service Learning and Master of Social Work students, an after-school program, and a developer of African heritage pride.

Thank you, Mr. Mason for your amazing contributions and your even more amazing self. Thank you, Seaside Broadway Hall of Fame Selection Committee, for considering this worthy nominee. It should be just about the easiest decision your committee will ever have to make!

Sincerely,



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Steven Goings, LCSW 102424  
Counselor/Faculty  
Personal Growth and Counseling Center  
Director, NCBI@CSUMB  
Communications Co-Chair, President's Committee on Equity and Inclusion  
NAACP Monterey County Branch Membership Chair  
Monterey Peninsula Pride – Pride Planning Committee



March 3, 2023

To Whom It May Concern;

I am writing this letter of support to award a star in Seaside's Walk of Fame to Mr. Mel Mason.

Many of us in Seaside are aware of how well known Mel Mason is and have heard of his very colorful past. And, although he has an extensive body of work and professional experience, I would like to focus on the way he touches our community on a daily basis.

Mel Mason is, without a doubt, an impactful speaker. To hear Mel speak in public is a pure blessing. With every speech, one is made aware of new insights, a new way to look at a situation, a new way to solve a problem. Mr. Mason's approach in life is centered in his humanitarian work.

The Village Project Inc, is the foundation that he and his wife Regina Mason have built from the ground up. In the 15 years since it started, TVPI has been a beacon and safe space for residents in Monterey County especially the city of Seaside. It is the only place that offers therapy, as well as so many other services to people who literally come in off the streets. As Mel famously says, "TVPI offers services to a historically unserved, underserved, and inappropriately served population of people."

Currently there are about 19 programs offered by TVPI. Here are just a few.

- Culturally Congruent Counseling for all age groups.
- Cultural Competence Training for Therapists and Counselors.
- Mae C Johnson Educational and Cultural Enrichment After School Academy.
- Lucille Hralima Mental Health Education Series.
- Equine Therapy.
- Emanyatta Saturday School.

Although all programs are extraordinary, the Emanyatta Program, which started in 2017, offers a unique learning experience to children of African ancestry. Mel based it on a Maasai Warrior Camp from Kenya and incorporated Seaside's culture. The organizer of the Kenyan group, Mr. Nicholas Serenca, was so touched that Mel had chosen to model Seaside's Program after his that Mr. Serenca himself traveled from Africa with a group of his warriors to visit the Seaside group. Mel has brought so much confidence and pride to our Warriors that he is loved and respected by them, along with their parents.

Mel, himself, held a special honor and respect for the elders in his own family and learned from them how to be an honorable and respectful elder himself. All of us in this elder age category, look to Mel as an example of how elders can be powerful in shaping the lives of present day youth. But don't get me wrong. Mel Mason has no fear about standing up for a just cause. He is honest and tactful while able to use strong language when necessary.

I conclude by saying that I personally consider Mel a living legend and a perfect candidate to earn a star in the City of Seaside's Walk of Fame!

Respectfully submitted,  
Guada Pérez



# UNITED FARM WORKERS of AMERICA, AFL-CIO

18 West Lake Suite L • P.O. Box 2515

Watsonville, California 95076

Telephone: (408) 763-4820 • Fax: (408) 728-4590

18 October 1998

Dear Brothers and Sisters:

On behalf of the executive board and membership of the United Farm Workers of America, AFL-CIO, I want to express our support for the ACLU of Monterey County's recognition of Mel Mason as this year's recipient of the Ralph T. Atkinson Civil Liberties Award.

While I regret that I am unable to join you today, the Union is honored to share in today's ceremonies by expressing our appreciation for the role that Mel Mason has played in building bridges between Monterey County residents and the farm workers' movement.

We remember Mel Mason as the organizer of a group of African American supporters from Seaside during the 1970 lettuce strike in the Salinas Valley. It was a time in history when the growers, the sheriffs, and the court system all seemed to be against us. Behind the leadership of Cesar Chavez, we organized to defend our constitutional right to picket, a right that Cesar was jailed for defending. By joining us on the picket lines and risking the threat of violence that was being used against the farm workers, Mel Mason's presence represented an important level of solidarity, community support, and courage. His presence served as inspiration to our members whose own courage and conviction was indeed bolstered by the presence of community supporters.

In many of our campaigns for justice and in defense of the civil liberties of farm workers and the farm worker community, Mel Mason has been there. On the picket lines, in marches, and at community rallies, brother Mel Mason has served as an inspiration and as an important bridge-builder in helping to define the struggle of the farm worker as the struggle of all residents of Monterey County.

Thank you, brother Mel, and congratulations on this well-deserved recognition. We look forward to working with you in the years ahead to realize the dreams of the farm worker and all disenfranchised communities through the defense and advancement of the workers' labor, civil, and human rights.

¡Con un abrazo fuerte!

En Solidaridad,

Arturo Rodriguez

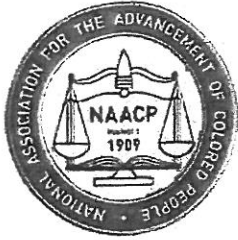
President, United Farm Workers of America, AFL-CIO

Con Unión se Vive Mejor

*Founded by César E. Chávez (1927-1993)*







# NAACP

## MONTEREY COUNTY BRANCH #1049

National Association for the Advancement of Colored People

*Lyndon Tarver, President*

*Vanessa Lopez-Littleton, 1<sup>st</sup> Vice President*

*Veronica Delaney, 2<sup>nd</sup> Vice President*

*Patricia Spencer, Secretary*

*James Black, Treasurer*

*Executive Committee*

*Edward W. Armstrong*

*Andrea Bailey*

*Mary Claypool*

*Ben Cooper*

*Anita Crawley*

*Linwood Eady*

*Jeanne Gavrin*

*Steven Goings*

*Rosahyn Green*

*Barbara Johnson*

*Rev. Eugene Jones*

*Kristian McKenith*

*Josh Stewart, President Emeritus*

*Yvonne Thomas*

*Ruthie Watts*

March 28, 2023

To: Seaside Broadway Walk of Fame Selection Committee

The Monterey County Branch NAACP, Unit 1049 is proud to support the nomination of Mr. Melvin Mason for a star on the Broadway Walk of Fame in Seaside. Mr. Mason is a Life member of the NAACP and has served three terms as president of the Monterey County Branch. In 2007, we presented Mr. Mason with the Stephen E. Ross Award for Community Service and as an advocate for justice.

Mr. Mason is one of the most accomplished and effective civil rights leaders in the history of our Branch and has been a constant support for our Branch and the presidents that have followed him and relied on his experience, brilliance and expertise.

The mission of the NAACP is to ensure the political, educational, social, and economic equality and rights of all persons and to eliminate racial hatred and racial discrimination. Through his association with our organization and especially now as the co-founder of The Village Project – which is celebrating 15 years this May – Mr. Mason has made significant contributions to all of the elements of our mission and continues to benefit the citizens of Seaside and Monterey County.

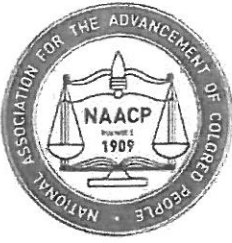
As you may know, one of the duties of the Monterey County Branch NAACP is to respond to allegations and instances of racial discrimination in Monterey County. Even now, ten years since his last term as president of our Branch, Mr. Mason continues to provide guidance or outright handle many of our current cases.

On behalf of the Executive Committee and current members of the Monterey County Branch, I salute Mr. Melvin Mason for a job well done and urge the selection committee to include him in the next round of honorees to receive a star on Seaside's Broadway Walk of Fame.

Sincerely,

*Lyndon Tarver*  
President, NAACP Monterey County





# NAACP

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National Association for the Advancement of Colored People

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Sincerely,

*Lyndon Tarver*

President, NAACP Monterey County







## BROADWAY WALK OF FAME APPLICATION

Name of Nominee: RSFC Roosevelt Williams Mailing Address: [Redacted]

City / State: Monterey, CA Phone: [Redacted]

Applicant or Group: (if different from nominee): Stephanie Williams Faust Mailing Address: [Redacted]

City / State: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Please select the nomination category (no more than one category may be selected):

| Category                  | YES                      | NO                       | Category                      | YES                                 | NO                       |
|---------------------------|--------------------------|--------------------------|-------------------------------|-------------------------------------|--------------------------|
| Athletics and Competition | <input type="checkbox"/> | <input type="checkbox"/> | Arts and Performing Media     | <input type="checkbox"/>            | <input type="checkbox"/> |
| Civics and Government     | <input type="checkbox"/> | <input type="checkbox"/> | Community and Social Equality | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Education                 | <input type="checkbox"/> | <input type="checkbox"/> | Environment and Conservation  | <input type="checkbox"/>            | <input type="checkbox"/> |
| Journalism and Literature | <input type="checkbox"/> | <input type="checkbox"/> | Outstanding Achievement       | <input type="checkbox"/>            | <input type="checkbox"/> |

The Broadway Walk of Fame nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

| Criteria                                                                                                                | YES                                 | NO                       | Criteria                                                                                                                                      | YES                                 | NO                       |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                                                                                                                               |                                     |                          |
| Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Bringing positive recognition to the city on a local, national, or global stage.                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Volunteering or working in the community for five (5) or more years.                                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Contributing to the quality of life of our citizens.                                                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Providing economic development or redevelopment activity.                                                                                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Enhancing Seaside as a place to live, work, or visit.                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contributing significant historical impact.                                                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Fostering the spirit of our community.                                                                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Extraordinary effort to overcome challenges to achieve contribution.                                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Making lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contributing to the health and safety of our citizens.                                                                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Providing positive opportunities for the future of our youth.                                                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.             | <input checked="" type="checkbox"/> | <input type="checkbox"/> |



## BROADWAY WALK OF FAME APPLICATION

Name of Nominee: SFC Roosevelt Williams Mailing Address: 800 Casanova Ave. #208  
 City / State: Monterey, CA Phone: (619) 382-0022 E-mail: 1chata4u2c@gmail.com

Applicant or Group: (if different from nominee): \_\_\_\_\_ Mailing Address: \_\_\_\_\_  
 City / State: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Please select the nomination category (no more than one category may be selected):

| Category                  | YES                      | NO                       | Category                      | YES                                 | NO                       |
|---------------------------|--------------------------|--------------------------|-------------------------------|-------------------------------------|--------------------------|
| Athletics and Competition | <input type="checkbox"/> | <input type="checkbox"/> | Arts and Performing Media     | <input type="checkbox"/>            | <input type="checkbox"/> |
| Civics and Government     | <input type="checkbox"/> | <input type="checkbox"/> | Community and Social Equality | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Education                 | <input type="checkbox"/> | <input type="checkbox"/> | Environment and Conservation  | <input type="checkbox"/>            | <input type="checkbox"/> |
| Journalism and Literature | <input type="checkbox"/> | <input type="checkbox"/> | Outstanding Achievement       | <input type="checkbox"/>            | <input type="checkbox"/> |

The Broadway Walk of Fame nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

| Criteria                                                                                                                | YES                                 | NO                       | Criteria                                                                                                                                      | YES                                 | NO                       |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                                                                                                                               | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Bringing positive recognition to the city on a local, national, or global stage.                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Volunteering or working in the community for five (5) or more years.                                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Contributing to the quality of life of our citizens.                                                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Providing economic development or redevelopment activity.                                                                                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Enhancing Seaside as a place to live, work, or visit.                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contributing significant historical impact.                                                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Fostering the spirit of our community.                                                                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Extraordinary effort to overcome challenges to achieve contribution.                                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Making lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contributing to the health and safety of our citizens.                                                                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|                                                                                                                         |                                     |                          | Making substantial contributions to the                                                                                                       |                                     |                          |



| Question                                                                                                                                           | YES                      | NO                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| Is the Nominee aware of the Broadway Walk of Fame nomination?<br><i>**This question is informational and not related to the criteria section**</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If no, please explain why:

My father SFC Roosevelt Williams passed March 7, 2016

Please provide written justification supporting your nomination for the Broadway Walk of Fame or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:

SFC Roosevelt Williams brought a very significant and long lasting timeless impact contribution to Seaside, making Seaside not only locally but nationally known by being the founder and 1<sup>st</sup> director of the then Boys Club of the Monterey Peninsula in 1958. He would use his own money and time going to the Bay area getting the information and doing the research to get the club started. He put a board of directors and Officers along with Advisors together. In 1975 girls were allowed to become members. The club is still thriving to this very day along with the club in Salinas.

Please attach petitions and/or letters of support from City community groups and organizations.

*I have read the Broadway Walk of Fame policy and understand the guidelines of the program. I attest that the information provided in the application is true, complete and accurate. Failure to comply with the guidelines of the program will result in the application being denied.*



To the Walk of Fame committee

I'm writing this letter of support of nominating Mr. Roosevelt Williams for Seaside's beautiful Walk of Fame. Mr. Williams was the founder of the Boys Club of the Monterey

I've had the pleasure<sup>of</sup> being under his guidance even before he put in a lot of effort and hard work it took to start the Boys Club. As a young man he still made the time to train me to become a boxer. Something I had a passion to do. He was running all

recreation programs at the recreation center on Fort Ord and would have boxing matches and would always have me on the card. He would train me after school 3 days a week and

helped me improve my skills. As a 12<sup>th</sup> grader at Seaside High School, I can truthfully say that Roosevelt Williams was very helpful and supportive in helping a 12<sup>th</sup> grade civics class achieve dreams and goals that we thought were ~~unbelievable~~ unbelievable. He served as a mentor to so many of us in the community.

Under his tutelage he served as a mentor for youth to our group Blacks for Change helping us become a non-profit and through that Blacks for Change was able to have entertainment and other programs at the Del Ray Theater. §

I beleive that Roosevelt William should  
be inducted into Seaside's famous  
Walk of Fame for leaving a legacy on the  
Monterey Peninsula.

Thank you for your  
Kind consideration on this matter.

VERLSE T. Gough  
Sincerely yours,  
V. Gough

If you need and more information  
please feel ~~to~~ to contact me at (831) 383-2785

# Greetings,

I Stephanie Williams-Faust am the daughter of SFC Roosevelt Williams. My father founded and was the 1<sup>st</sup> director of the Boys Club of the Monterey Peninsula in 1968. He traveled back and forth to the Bay Area to get the information needed to start a club for the boys here on the Monterey Peninsula. He used his own money, gas and time ~~the~~ to achieve this goal.

He found a house at 500 Hilby in Seaside to turn into the club for the boys. He did all of this while still serving in the Army working in recreation which was his passion. This was during the Vietnam Era. After serving in Vietnam he knew a lot of fellow service men from the area didn't make it back to their families leaving boys without fathers. He became an adopted father to many that needed guidance with things to do to stay out of trouble and get an education, respect their mothers and learn work ethics.

He had a clear vision for the club having a room for homework, a room to study in and for tutoring which the club has to this day. Girls were allowed in 1975. The club has always been open to all children of different nationalities.

The application fee would be worked off of the club by the children that didn't have the money to join. He didn't want no child denied or turned away. He had items donated and he used his own money to buy things the club needed.

He was also a member of the following organizations;

The Kiwanis, Lions Club, Masons, Retired mens Social Club, the VFW and the American Legion just to name a few.

He was very involved in many programs in the community and Social Equality.

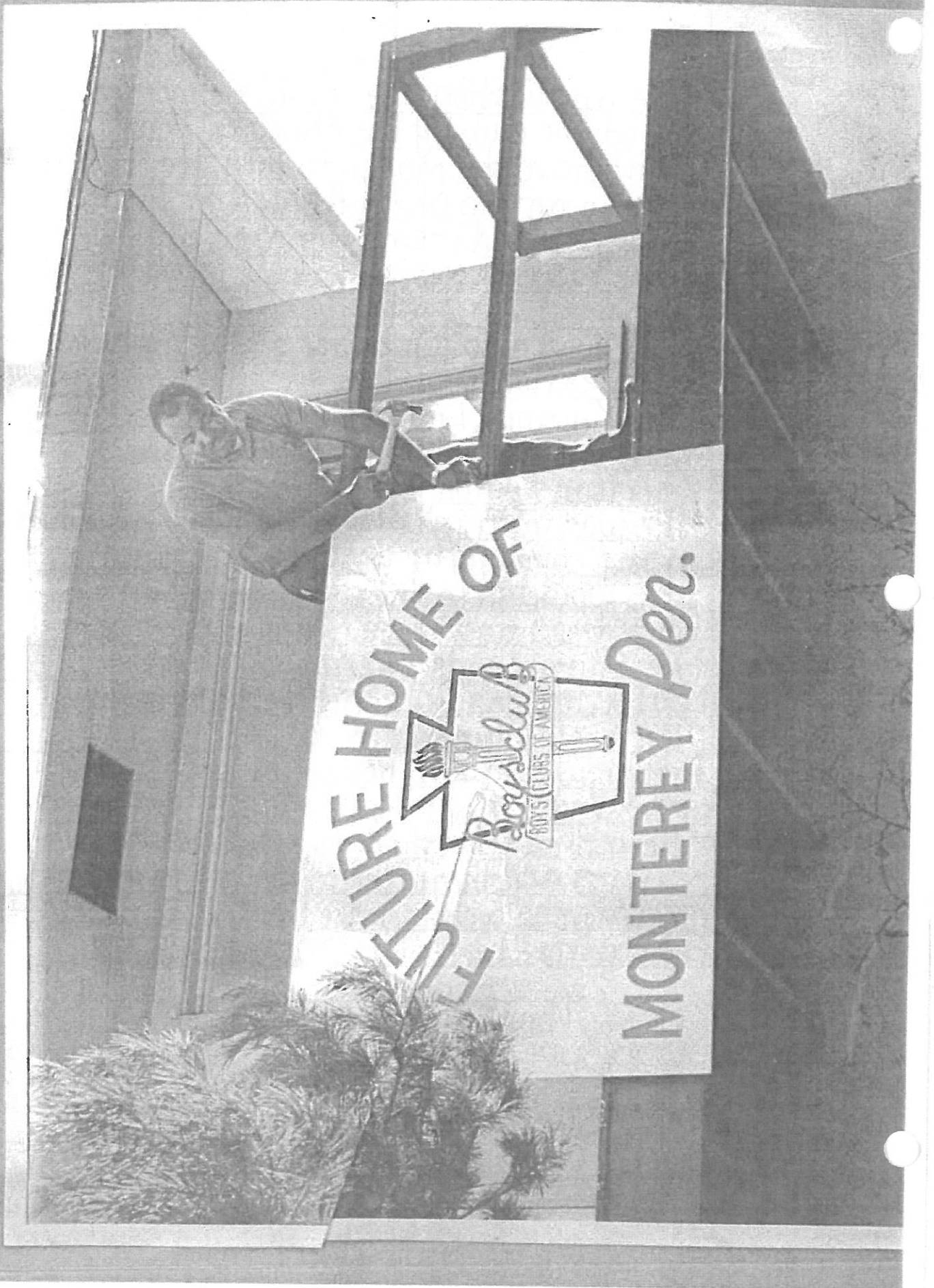
He would help feed and serve at the Christmas and Thanksgiving meals at the Fairgrounds every year that he could. He was very involved with the Monterey Blues Festival. As my father would say never let grass just grow under your feet always give back!

He retired from the Army after serving 30 years and then went on to work outdoor recreation as a civil service worker and retired from there after 20 years.

Thank you for this great opportunity,

Stephanie Williams-Taust  
(619) 382-3002



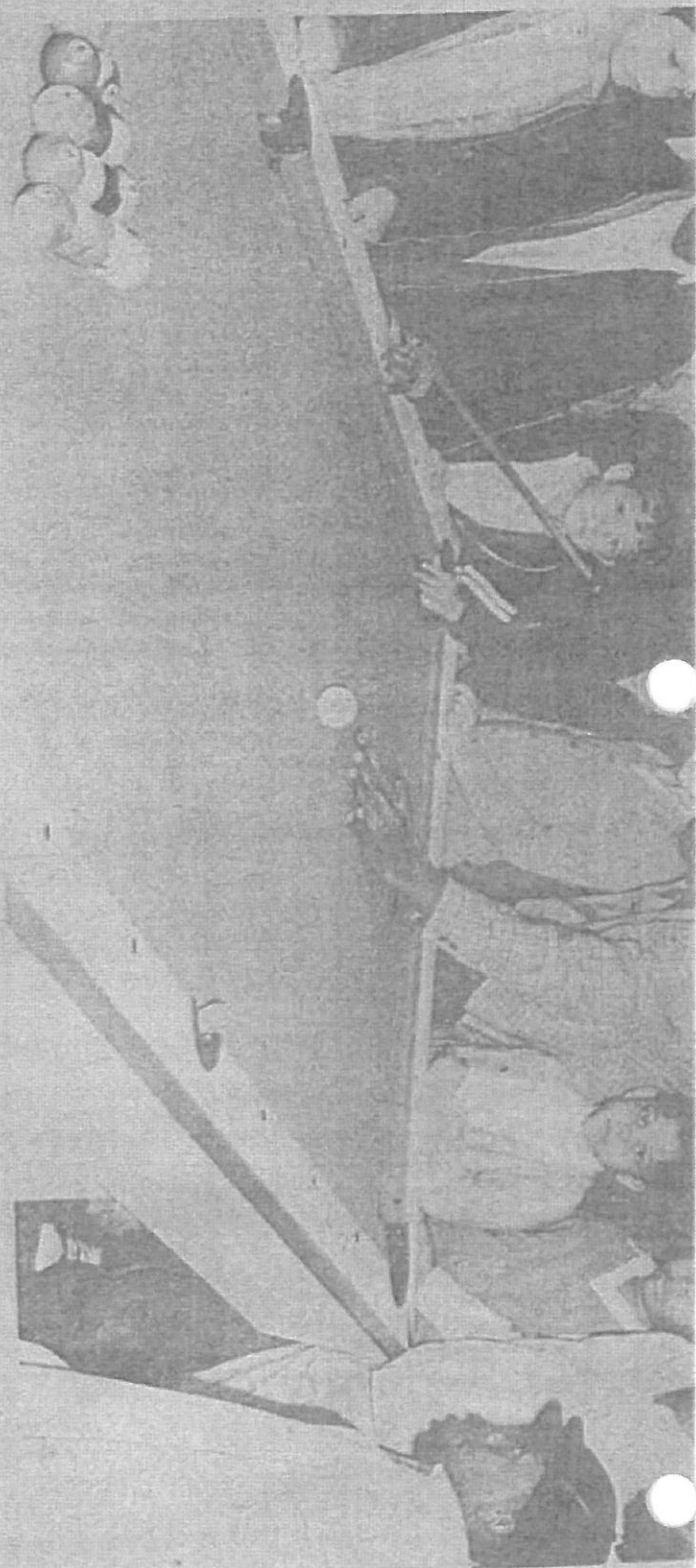






## A REAL GIANT

IT WAS clearly a case of idolatry last week when Bobby Bonds, San Francisco Giant right fielder, visited Seaside. He shot a couple games of pool at the Boys' Club at 500 Hilby and spent about an hour signing autographs for the more than 300 boys who turned out. Boys' Club Director Roosevelt Williams said that Bonds' visit helped boost paid-up membership past 1,000.



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John Perkins Photo



Membership \$2.00  
Insurance .50  
\$2.50

Date \_\_\_\_\_  
Boys' Club No. \_\_\_\_\_

BOYS' CLUB OF MONTEREY PENINSULA MEMBERSHIP APPLICATION

Name \_\_\_\_\_  
Print (Last) (First) (Initial) \_\_\_\_\_  
Age \_\_\_\_\_ Birthdate \_\_\_\_\_  
Phone \_\_\_\_\_  
Address \_\_\_\_\_  
Grade \_\_\_\_\_ Birthplace \_\_\_\_\_  
School \_\_\_\_\_ Father's Birthplace \_\_\_\_\_  
Father's Name \_\_\_\_\_ Mother's Birthplace \_\_\_\_\_  
Mother's Name \_\_\_\_\_  
With whom do you live \_\_\_\_\_ Father Living \_\_\_\_\_ Mother Living \_\_\_\_\_ Together \_\_\_\_\_  
Father's Employment \_\_\_\_\_ Mother's Employment \_\_\_\_\_  
Number of brothers \_\_\_\_\_ Ages \_\_\_\_\_ Numbers of Sisters \_\_\_\_\_ Ages \_\_\_\_\_  
Organizations to which you belong: \_\_\_\_\_  
Church you attend \_\_\_\_\_  
If you are working, place of employment \_\_\_\_\_  
Do you like to sing? \_\_\_\_\_  
What Instrument do you play? \_\_\_\_\_  
Have you ever had an organized camping experience? \_\_\_\_\_  
Can you swim? \_\_\_\_\_  
Family's Doctor's name \_\_\_\_\_  
List any physical defects which would prohibit participation in physical games: \_\_\_\_\_

I wish to become a member of the Boys' Club of Monterey Peninsula. I promise to take of my club and it's property, to allow no boy to use my card as it is for my use only, and to abide by Club Rules at all times. If at any time, I am suspended from membership, I will return my membership card and forfeit all dues paid by me.

Father's Employment \_\_\_\_\_ Numbers of Sisters \_\_\_\_\_ Ages \_\_\_\_\_  
Number of brothers \_\_\_\_\_ Organizations to which you belong: \_\_\_\_\_  
Church you attend \_\_\_\_\_

If you are working, place of employment \_\_\_\_\_

What Instrument do you play? \_\_\_\_\_ Do you like to sing? \_\_\_\_\_

Can you swim? \_\_\_\_\_ Have you ever had an organized camping experience? \_\_\_\_\_

Family's Doctor's name \_\_\_\_\_

List any physical defects which would prohibit participation in physical games: \_\_\_\_\_

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(Sign)

I hereby give my consent for my son, named above, to become a member of the Boys' Club of Monterey Peninsula and release the Boys' Club of the responsibility for any accident or injury that he may incur while participating in any part of the Boys' Club Program.

(Sign - Parent)

Membership cards expire on Dec. 31, 1970 regardless of date secured.

Club Hours: 2:30 to 5:00 & 6: to 9:00 P.M. Monday through Friday.  
10:00 to 12:00 & 1:00 to 4:00 P.M. Saturdays. CLOSED ON SUNDAYS.





**MENELIK TEMPLE No. 36, A.E.A.O.N.M.S., has received its first Shrine Club.**

The Imperial Director of Members, Past Potentate Robert F. Hines, and Director of Shrine Club, Noble Emanuel Hudson, were here last weekend in the home of Noble T.J. Polite, 163 Marietta St., Seaside. Officers elected were T.J. Polite, president; Noble Harry Williams, Jr., vice-president; Noble Alvin J. Nelson, secretary; Noble Roosevelt William, treasurer; Noble Johnnie Thomas, sergeant-at-arms. Other members are Noble Wright Byrom, Noble Donald E. Cooper; Noble John D. Finny; Noble Alke Garden; Noble Charles S. Price. This club has begun discussing goals that will involve: Boys-for-a-Day or Big Brother Programs; Underprivileged Children's programs; Borderline Children's programs; programs for retarded or handicapped children; talent and scholarship for boys and a boys' summer camp program; a boys' oratory contest; and possible aid to hospitals in materials and equipment.

# BOYS' CLUB

## SEEKS MEMBERS

The Boys' Club of the Monterey Peninsula, which opened for business at 500 Hilby in Seaside Nov. 8, has launched a membership drive, according to Roosevelt Williams, director.

The Boys' Club, which was organized by a group of Peninsula business and professional men a year ago, has affiliated with the national organization, and is open to all boys 7 to 17.

Williams said application blanks are available at the clubhouse on Saturday from 10 a.m. to 4 p.m. or at Williams' home, 1840 Soto. His phone is 394-8142.

Dues for boys registering before Dec. 31 will be \$1.00 for the remainder of 1969 and all of 1970. Those who join after Dec. 31 will pay \$2.50 for the year. Williams assured all boys wanting to join that an earning program will be worked out for those who don't have the membership fee.

The club will be open Saturdays only until membership of 150 is reached, Williams said. The schedule then will be accelerated to a daily basis—tentatively planned from 3 to 5 p.m. and 6 to 9 p.m. Monday through Friday, and Saturdays 10 a.m. to 4 p.m.

Volunteers from the Building Trades Council are continuing renovation of the building under the direction of Russel Hansen, Williams said, and the upstairs of the club house is being used for Saturday activities. He said tables and chairs are most urgently needed.

Williams said the club is working toward a membership total of 300 before the end of 1969. He urged all interested civic clubs and schools to join in informing boys of the opportunities of the club. Locally, as nationally, Boys' Clubs are founded on complete racial, social and economic integration.

Williams has more than 20 years of experience in youth work as a sergeant in the U.S. Army.

President of the club is D. Kirk Davidson. Other officers are the Rev. Allen Belton, vice-president; Jack Bessire, secretary and Don Ostergard, treasurer.

15 cents per copy: \$7.50 per year by mail

## Boys Club Has Member Drive

3 to 5 p.m. and 6 to 9 p.m. Monday through Friday, and Saturdays 10 a.m. to 4 p.m.

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President of the club is D. Kirk Davidson. Other officers are the Rev. Allen Belton, vice-president; Jack Bessire, secretary and Don Ostergard, treasurer.



The Boys' Club of the Monterey Peninsula is dedicated to provide recreational, athletic and educational opportunities for boys of all racial, social and economic backgrounds. Integration is our byword.



"I just don't know of any contribution you could make to your community and to your nation that is more worthwhile and will be more productive of good than one you make to the Boys' Clubs of America."

Richard M. Nixon  
President of the United States

## Facts . . .

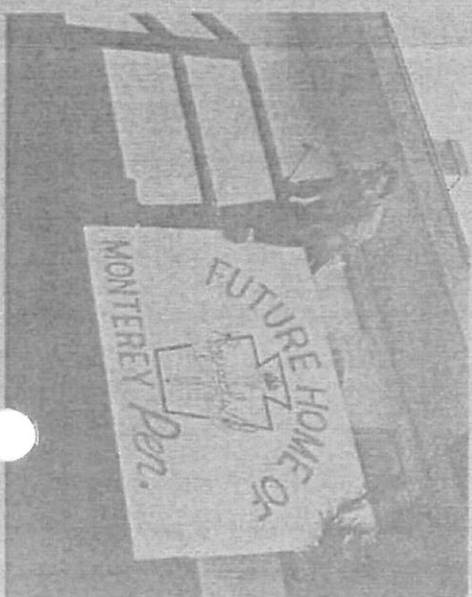
**BACKGROUND** — The Boys' Club of the Monterey Peninsula was organized by a group of business and professional men in the summer of 1968. The club was incorporated as a non-profit, tax-exempt organization under the laws of the state of California. It is an affiliate of Boys' Clubs of America.

**FINANCES** — The club is funded entirely by private donations and club-sponsored fund-raising activities.

**MEMBERSHIP** — The club is open to all boys 7 to 17. Boys pay dues of \$2.50 per year, but no boy is ever turned away because he is unable to pay his membership fee. He may work off his dues by doing odd jobs at the clubhouse.

**CLUBHOUSE** — A two-story house at 500 Hilby, near City Hall, in Seaside is the first home of the club. Eventually a building housing gymnasium, swimming pool, workshops, game rooms and reading and television rooms will be built.

Club director is Roosevelt Williams, who has spent more than 20 years of his career in the U.S. Army as recreation director.











March 30, 2023

City of Seaside  
400 Harcourt Avenue  
Seaside, CA 93955

To whom it may concern,

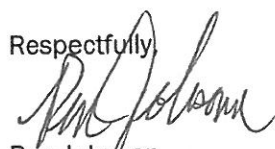
I write this letter of support at the request of the family of the late Roosevelt Williams, a former Sergeant in the United States Army, who led the effort to officially establish the Boys Club of the Monterey Peninsula, now known as the Boys & Girls Clubs of Monterey County. In 1968, Mr. Williams and a group of local business owners and volunteers from the Building Trades Council renovated a building located at 500 Hilby Avenue in Seaside.

Mr. Williams managed the process that led to the Boys Club of the Monterey Peninsula becoming a charter member of the national organization (Boys Clubs of America). Those efforts entailed launching a membership drive to recruit youth, creating a business plan, establishing programs and designing a clubhouse that was safe, inviting, and fun for kids and teens.

Mr. Williams' contributions to this organization have positively changed the lives of countless young people in Monterey County. His efforts have inspired national and local leaders to increase Boys & Girls Clubs' reach and impact in the youth development space. Without Mr. Williams, there may not be a 24,000 square foot state-of-the-art clubhouse on La Salle Avenue. There may not be a 42,000 square foot clubhouse in Salinas. There may not be a Herm Edwards! Our organization credits Mrs. Williams' contributions to the Boys & Girls Club movement for where we are today, currently serving over 6000 youth annually.

We are grateful to Mr. Williams and his family for improving the quality of life for Monterey County youth. He took the time and energy to establish this organization that nurtures and trains generations of young people to become responsible, healthy, productive and successful citizens. We believe Mr. Williams is most deserving of this special public recognition. I can be reached at (831) 394-5171 x249 if you have any questions.

Respectfully,

  
Ron Johnson  
President & CEO

**GREAT FUTURES START HERE.**

*Boys & Girls Clubs of Monterey County exist to inspire and empower the youth of Monterey County to realize their full potential to become responsible, healthy, productive and successful citizens.*

#### BOARD OF DIRECTORS

Pinney Allen  
Andrea Bailey  
Peter A. Baird  
Ted Balestreri  
Kim Costa  
Gordon Eubanks  
Erin Fogg  
Tom Gray  
Butch Lindley  
Robert Montgomery  
Debie Montoya  
Gina Nucci  
William Perocchi  
Abdul Pridgen  
Christina Romeka  
Tim Stejskal  
Edward Zander

#### EMERITUS DIRECTORS

Peter Blackstock  
Brigitte Wasserman

#### EXECUTIVE STAFF

Ron Johnson  
*President/CEO*

Ann Hasselbach  
*Chief Financial Officer*

Andrew Vie  
*Chief Operating Officer*

#### SEASIDE CLUBHOUSE CORPORATE OFFICES

P.O. Box 97  
1332 La Salle Avenue  
Seaside, CA 93955  
T (831) 394-5171  
F (831) 394-4898

#### SALINAS CLUBHOUSE

85 Maryal Drive  
Salinas, CA 93906  
T (831) 757-4412  
F (831) 394-4898

WWW.BGCMC.ORG





## BROADWAY WALK OF FAME APPLIC.

Name of Nominee: Tim Brown (deceased) Mailing Address: \_\_\_\_\_

City / State: Long Beach, Ca Phone: \_\_\_\_\_

Applicant or Group: (if different from nominee): Shelley M. Brown Mailin \_\_\_\_\_

City / State: \_\_\_\_\_ Phone: same as above E-mail \_\_\_\_\_

Please select the nomination category (no more than one category may be selected):

| Category                  | YES                                 | NO                       | Category                      | YES                      | NO                       |
|---------------------------|-------------------------------------|--------------------------|-------------------------------|--------------------------|--------------------------|
| Athletics and Competition | <input type="checkbox"/>            | <input type="checkbox"/> | Arts and Performing Media     | <input type="checkbox"/> | <input type="checkbox"/> |
| Civics and Government     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Community and Social Equality | <input type="checkbox"/> | <input type="checkbox"/> |
| Education                 | <input type="checkbox"/>            | <input type="checkbox"/> | Environment and Conservation  | <input type="checkbox"/> | <input type="checkbox"/> |
| Journalism and Literature | <input type="checkbox"/>            | <input type="checkbox"/> | Outstanding Achievement       | <input type="checkbox"/> | <input type="checkbox"/> |

The Broadway Walk of Fame nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

| Criteria                                                                                                                | YES                                 | NO                       | Criteria                                                                                                                                      | YES                                 | NO                       |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.    | <input type="checkbox"/>            | <input type="checkbox"/> |                                                                                                                                               | <input type="checkbox"/>            | <input type="checkbox"/> |
| Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility. | <input type="checkbox"/>            | <input type="checkbox"/> |
| Bringing positive recognition to the city on a local, national, or global stage.                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Volunteering or working in the community for five (5) or more years.                                                                          | <input type="checkbox"/>            | <input type="checkbox"/> |
| Contributing to the quality of life of our citizens.                                                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Providing economic development or redevelopment activity.                                                                                     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Enhancing Seaside as a place to live, work, or visit.                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contributing significant historical impact.                                                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Fostering the spirit of our community.                                                                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Extraordinary effort to overcome challenges to achieve contribution.                                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Making lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contributing to the health and safety of our citizens.                                                                                        | <input type="checkbox"/>            | <input type="checkbox"/> |
| Providing positive opportunities for the future of our youth.                                                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.             | <input type="checkbox"/>            | <input type="checkbox"/> |



| Question                                                                                                                                           | YES                      | NO                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| Is the Nominee aware of the Broadway Walk of Fame nomination?<br><i>**This question is informational and not related to the criteria section**</i> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If no, please explain why:

Tim Brown passed away on November 4th, 2011

Please provide written justification supporting your nomination for the Broadway Walk of Fame or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:

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Please attach petitions and/or letters of support from City community groups and organizations.

*I have read the Broadway Walk of Fame policy and understand the guidelines of the program. I attest that the information provided in the application is true, complete and accurate. Failure to comply with the guidelines of the program will result in the application being denied.*

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

If you have any questions, please call the City Manager's office at (831) 899-6700.

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955

Email: cityclerk@ci.seaside.ca.us, Subject: Broadway Walk of Fame Application

## **Why Should Tim Brown Receive a Star on the Broadway Walk of Fame?**

My father (Tim Brown) led a team that procured 4,000 acres of Federal properties under the Fort Ord reuse authority; and it earned the City of Seaside a presidential citation from Bill Clinton, for land use planning to convert a military installation for civilian use.

This victory made it possible for Seaside to protect one of its greatest natural and cultural resources any city has - its land!

He also made dozens of trips to Washington, alongside then Mayor, Don Jordan, to lobby local representatives in Congress and the Clinton administration, to give Seaside its share of land; including the golf courses and development rights from the Army property, in order to begin the process of economic recovery after the closure of Fort Ord. This brought about much growth and job opportunities for the City, and continues to have a positive impact upon the area; and the lives of the citizens who live in Seaside.

Then, after the Fort Ord Reuse Authority (FORA) was formed in 1994, my father pitched the idea of creating a new California State University campus on the old army base, and his idea became one of the most important components of the Fort Ord Reuse Plan, which was developed under the leadership of then-Rep. Leon Panetta.

To quote my father, "As [Seaside] adjusts to the loss of Fort Ord, it has the responsibility to plan for the future with the transition to an educational community base with the opening of the new university campus. The location of (Seaside) as the gateway to the Monterey Peninsula puts the city in an ideal situation to capitalize on the economic development of the area." And it was this vision that led to the development of Cal State Monterey Bay.

Additionally, my father also played a major role in the acquisition of the Bayonet and Blackhorse golf courses from the army; as well as a number of development projects, such as the construction of the 225-room Embassy Suites Hotel in October 1996. It had taken 20 years to finish this project, and my father worked hard to ensure that it was completed during his time as City Manager.



These are just a few of the many things that my father and his team achieved during the four years he was City Manager of Seaside. And although he might not have been the most popular City Manager, there's no denying that his vision and hard work put Seaside on the map; and the residents of Seaside **today** are still benefiting from the relationships he fostered over **20 years ago!**

The policy decisions that he and the City Council made, most notably in regards to the Fort Ord Military Base closure and reuse, ensured that Seaside and its residents would have a bright economic future for generations to come. And, represent a time in Seaside's history of much growth and economic development.

So I humbly submit this application for your consideration, and ask that you publicly recognize my father, Tim Brown, with a Star on Broadway, for his commitment; hard work; and dedication to the advancement and improvement of the City of Seaside.



## BROADWAY WALK OF FAME APPLICATION

Name of Nominee: Kay Cline

Mailing Address: 16 [redacted]

City / State: Seaside

Phone: [redacted]

Applicant or Group: (if different from nominee): Catherine Crockett

Mailing Address: [redacted]

City / State: Seaside

Phone: [redacted]

Please select the nomination category (no more than one category may be selected):

| Category                  | YES                      | NO                       | Category                      | YES                                 | NO                       |
|---------------------------|--------------------------|--------------------------|-------------------------------|-------------------------------------|--------------------------|
| Athletics and Competition | <input type="checkbox"/> | <input type="checkbox"/> | Arts and Performing Media     | <input type="checkbox"/>            | <input type="checkbox"/> |
| Civics and Government     | <input type="checkbox"/> | <input type="checkbox"/> | Community and Social Equality | <input type="checkbox"/>            | <input type="checkbox"/> |
| Education                 | <input type="checkbox"/> | <input type="checkbox"/> | Environment and Conservation  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Journalism and Literature | <input type="checkbox"/> | <input type="checkbox"/> | Outstanding Achievement       | <input type="checkbox"/>            | <input type="checkbox"/> |

The Broadway Walk of Fame nominees must have made a consistent and positive impact in three or more of the areas listed below, please select the supporting criteria below:

| Criteria                                                                                                                | YES                                 | NO                       | Criteria                                                                                                                                      | YES                                 | NO                       |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| A minimum of three years' residency in the City of Seaside and or has made a significant positive impact on Seaside.    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                                                                                                                               | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Ability to inspire and encourage others to enhance diversity and inclusion in the City of Seaside.                      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Making substantial contributions to the betterment of a specific facility or park consistent with the established standards for the facility. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Bringing positive recognition to the city on a local, national, or global stage.                                        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Volunteering or working in the community for five (5) or more years.                                                                          | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Contributing to the quality of life of our citizens.                                                                    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Providing economic development or redevelopment activity.                                                                                     | <input type="checkbox"/>            | <input type="checkbox"/> |
| Enhancing Seaside as a place to live, work, or visit.                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contributing significant historical impact.                                                                                                   | <input type="checkbox"/>            | <input type="checkbox"/> |
| Fostering the spirit of our community.                                                                                  | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Extraordinary effort to overcome challenges to achieve contribution.                                                                          | <input type="checkbox"/>            | <input type="checkbox"/> |
| Making lasting and significant contributions to the protection of natural or cultural resources of the City of Seaside. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contributing to the health and safety of our citizens.                                                                                        | <input type="checkbox"/>            | <input type="checkbox"/> |
| Providing positive opportunities for the future of our youth.                                                           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Making substantial contributions to the advancement of commensurate types of recreational opportunities with the City of Seaside.             | <input checked="" type="checkbox"/> | <input type="checkbox"/> |



| Question                                                                                                                                           | YES                                 | NO                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| Is the Nominee aware of the Broadway Walk of Fame nomination?<br><i>**This question is informational and not related to the criteria section**</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If no, please explain why:

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Please provide written justification supporting your nomination for the Broadway Walk of Fame or provide additional comments related to this application. Attach additional pages or supplemental information, if applicable.

Consider the following:

Why do you feel this nominee's contribution is significant; Why you consider the nominee's contribution to be long lasting or even timeless; What specific impact has the nominee's contribution made on the quality of life in Seaside?

JUSTIFICATION:

Because of her leadership and sustained commitment as a champion for environmental sustainability, Kay Cline has been widely recognized as a "Climate Leader". Her achievements as an educator, art director, community organizer, and environmental activist have made significant and lasting impacts not only to the City of Seaside, but to Monterey County and the Central Coast region.

(continued on the attached

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Please attach petitions and/or letters of support from City community groups and organizations.

*I have read the Broadway Walk of Fame policy and understand the guidelines of the program. I attest that the information provided in the application is true, complete and accurate. Failure to comply with the guidelines of the program will result in the application being denied.*

Signature: \_\_\_\_\_ Print Name: Catherine Crockett Date: 3/29/23

If you have any questions, please call the City Manager's office at (831) 899-6700.

Please return completed application to:

City of Seaside – City Manager's Office, 440 Harcourt Avenue, Seaside Ca 93955

Email: cityclerk@ci.seaside.ca.us, Subject: Broadway Walk of Fame Application



## BROADWAY WALK OF FAME APPLICATION

Name of Nominee: Kay Cline  
City / State: Seaside, CA  
E-mail: [kecline@sbcglobal.net](mailto:kecline@sbcglobal.net)

Mailing Address: 1614 Kenneth St.  
Phone: (831) 393-8317

Why do you feel this nominee's contribution is significant?

Because of her leadership and sustained commitment as a champion for environmental sustainability, Kay Cline has been widely recognized as a "Climate Leader". Her achievements as an educator, art director, community organizer, and environmental activist have made significant and lasting impacts not only to the City of Seaside, but to Monterey County and the Central Coast region.

Why you consider the nominee's contribution to be long lasting or even timeless?

Kay Cline was an educator for 21 years, teaching primary grades and English as a Second Language (ESL). For her commitment to inclusiveness and equity in the classroom she was recognized by the Monterey Peninsula Unified School District and honored with the Mary Owens Human Rights Award for her efforts during the 2002-2003 school year.

In 1974 she was hired by the Monterey Museum of Art to serve as Educational Director of the Museum on Wheels (MOW). The project was primarily funded by the Monterey Museum of Art and the National Endowment for the Arts. Additional funding was received from the Migrant Education Region XVI program, which was formed in 1967 to help eliminate the barriers to learning that migrant children face. Under the helm of Cline's leadership between 1974 and 1988, outreach projects were developed to provide school students with quality and life-enriching learning experiences. Traveling folk art exhibitions showcasing over 200 artifacts from 50 different countries were created, enhanced with a bi-lingual curriculum that included assemblies, videos, and craft workshops. MOW was taken into classrooms throughout the tri-county areas of Monterey, Santa Cruz, and San Benito, some of which were one-room schools. The program touched the lives of thousands of urban, rural, and migrant children, most of whom had never stepped foot in a museum. Their hands-on art experiences gave them opportunities to develop critical-thinking and problem-solving skills while building confidence and self-esteem, all of which are necessary to pursue their own life goals.

In 2008, Kay Cline, along with six other Seaside residents, founded Sustainable Seaside as a chapter of the non-profit, Communities for Sustainable Monterey County. The chapter's mission was to respond to the challenges of climate change by building community, advocating for wise stewardship of the natural environment, and raising awareness about sustainable practices. Sustainable Seaside, led by Kay Cline, has since cultivated a group of over 750 followers who share the vision of a vibrant, sustainable community that is balanced and strengthened by the abundant natural resources and eco-habitats that abound in and around Seaside.

What specific impact has the nominee's contribution made on the quality of life in Seaside?

Sustainable Seaside launched a signature campaign in 2011 to elevate a large area of the former Fort Ord lands to national monument status. Soon after President Obama proclaimed the "Fort Ord

National Monument” (FONM) in 2012, Kay Cline and Sustainable Seaside stepped forward to play a key role in promoting the monument for its ecological, cultural, historic, and recreational value. Sustainable Seaside continues to promote FONM by distributing trail maps and encouraging people to enjoy its scenic and recreational offerings by walking, bicycling, and hiking its trails.

In 2011, Sustainable Seaside organized its first Earth Day Celebration at Highland-Otis Park. It has since become an annual event that brings the community together to celebrate and learn about living in harmony with our natural environment. Sustainable Seaside now partners with the City of Seaside and other community groups to hold the event on the Seaside City Hall grounds, where it draws more than 250 attendees.

In 2017, Kay Cline served on the City of Seaside’s General Plan Task Force to develop the initial 2040 General Plan draft. As a taskforce member, she advocated for the preservation of open green spaces for recreation, the protection of environmentally sensitive habitat, improvements to neighborhood parks and enhanced access to the Fort Ord National Monument. Her presence on the task force and her participation in numerous Seaside community public visioning forums have contributed to a balanced roadmap for the future for Seaside.

Kay Cline was an early advocate for the revitalization of Seaside’s neighborhood parks, many of which had fallen into neglect due to drought conditions by 2008. Martin Park, one of Seaside’s “pocket parks”, was the first park improvement project adopted by Sustainable Seaside.

In 2019, Sustainable Seaside raised more than \$10,000 through the Monterey County Gives! campaign for it’s “Bee City” pollinator garden project. The funds were used to establish pollinator gardens throughout the city of Seaside and to raise awareness about essential pollinators through habitat creation, stewardship, advocacy, and education. During the two-year project, pollinator gardens were created at ten sites in Seaside, including at five city parks. More than 220 volunteer hours were contributed over the course of the project. At the completion of the project, two-year stewardship arrangements were established to maintain the gardens at each site. Since then, the pollinator garden project has evolved into a community-wide effort led by Friends of Seaside Parks Association (FOSPA) in partnership with the City of Seaside, Seaside Public Works, Sustainable Seaside, and other community groups.

The achievements Kay Cline has made over the course of her professional career and her many years of community activism have furthered her vision of a thriving, resilient, and diverse community in Seaside. For this she has been recognized and has received numerous awards.

#### **Awards Received:**

2015: Special U.S. Congressional Recognition presented by Congressman Sam Farr for her leadership for a sustainable Seaside.

2015: California State Legislature Certificate of Recognition for distinguished leadership in sustainability initiatives, presented by the Democratic Women of Monterey County.

2015: Special Recognition for inspiring responsible environmental stewardship, presented by Hon. Mark Stone, 28<sup>th</sup> District Assembly and the Hon. William Monning, 17<sup>th</sup> Senate District.

2015: Monterey County Certificate of Recognition for achievements through her work with Sustainable Seaside, presented by Supervisor Jane Parker, 4<sup>th</sup> District.

2014: Fort Ord National Monument Partner/Volunteer Award and induction into the Fort Ord National Monument Hall of Fame, presented at the "Make a Difference Day" event by Eric Morgan, Manager of the Fort Ord Public Lands Project in the Bureau of Land Management.

2013: Monterey County Certificate of Recognition: Instigator of Excellence Award, presented by Supervisor Jane Parker, 4<sup>th</sup> District.

2011: Recognition for Outstanding Public Service by the State of California Senate, presented by Senator Sam Blakeslee, 15<sup>th</sup> Senate District.

2011 and 2010: The President's Volunteer Service Award by President Obama's Council on Service and Civic Participation.

2010: Recognition for Outstanding Leadership of Sustainable Seaside from Supervisor Jane Parker, 4<sup>th</sup> District.

2003: Mary Owens Human Rights Award from the Monterey Peninsula Unified School District for her the 2002-2003 school year, in recognition of her commitment to promoting and protecting human and civil rights in the classroom and in the Monterey Peninsula school district.

March 29, 2023

Donna Penwell  
1884 Nadina St.  
Seaside, CA, 93955

Dear Seaside Walk of Fame organizers,

Kay Cline has been leader for positive change in the City of Seaside during the last few decades and deserves to be recognized with a Broadway Walk of Fame star. Her efforts to encourage participation in City policy making and local government have inspired Seaside residents to get involved in worthwhile community projects, with the benefit of making our City more closeknit and inclusive. Kay is sincere, knowledgeable, caring and a real cheerleader for all things related to the improvement of our neighborhoods. Her background in the arts and education and extensive knowledge in environmental issues certainly has helped her rally enthusiasm for activities that connect community members together for the enhancement of Seaside.

Because of her leadership and sustained commitment as a champion for environmental sustainability, Kay Cline has been widely recognized as a "Climate Leader". Her achievements as an educator, art director, community organizer, and environmental activist have made significant and lasting impacts not only to the City of Seaside, but to Monterey County and the Central Coast region.

Sincerely,

Donna Penwell



We, the signed, as residents of Seaside, wholeheartedly support the nomination of **Kay Cline** to be honored with an **"Environment and Conversation"** star on Seaside's Broadway Walk of Fame in recognition of her significant, long lasting contributions to the protection of natural and cultural resources of the City of Seaside, to the betterment of our neighborhood parks, and to the quality of life in Seaside.

**SIGNATURE**

**NAME (print)**

|  |                        |
|--|------------------------|
|  | Roelof F. Wijbrandus   |
|  | Virginia D. Wijbrandus |
|  | Susan Schiavone        |
|  | Robert McGee           |
|  | Thomas Hughes          |
|  | Catherine Rivera       |
|  | Lydia Cunningham       |
|  | Jeff Bennett           |
|  | Michael I. Wildgoose   |
|  | Jane L. Miller         |
|  | Drew K. Wya            |
|  | Sheryl A. Garvey       |
|  | STEFANI MISTRETTE      |
|  | Sylvia Shih            |





## **CITY OF SEASIDE STAFF REPORT**

**Item No.: 10.B.**

**TO:** City Council

**FROM:** Jaime M. Fontes, City Manager

**BY:** Dominique Davis, City Clerk  
Manny Gonzalez, Assistant City Manager

**DATE:** September 7, 2023

**SUBJECT: DISCUSS CITY POLICY AND/OR PROCESS FOR THE USE OF  
STAFF TIME AND RESOURCES AND/OR USE OF CITY  
RESOURCES AND FACILITIES BY INDIVIDUAL COUNCIL  
MEMBERS AT INDIVIDUAL COUNCIL MEMBER FORUMS SUCH  
AS TOWN HALLS, LISTENING SESSIONS, AND COMMUNITY  
MEETINGS**

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### **RECOMMENDATION**

Provide Council direction on City policy and/or procedure to request use of City facilities, resources and/or staff for individual council member forums such as town halls, listening sessions, and community meetings.

### **BACKGROUND**

The current city policy does not address requests by council members to utilize staff time and/or use of city resources and facilities for individual council member forums. However, the city's general policy on the use of city resources and facilities by elected officials states that such use must be for official city business.

It is recommended that the city council adopt a specific policy that addresses the use of staff time and resources and/or use of city resources and facilities at individual council member forums. This policy should:

- Define what constitutes an "individual council member forum."
- Specify the types of staff time and resources that may be used at individual council member forums with an approximate time for the event.
- Specify the types of city resources and facilities that may be used at individual council member forums.

- Require individual council members to obtain prior approval from the city manager before utilizing staff time and resources or city resources and facilities at an individual council member forum. The policy does not apply to the City Attorney's office.

#### Benefits of a Specific Policy:

A specific policy on the use of staff time and resources and/or use of city resources and facilities by individual council members at individual council member forums would have several benefits, including:

- Provide clarity and transparency for all stakeholders, including individual council members, staff, and the public;
- Ensures that the use of staff time and resources and/or use of city resources and facilities is fair and equitable to all council members;
- Prevent/reduce conflicts for same day events; and
- Protect the city from potential liability.

#### **FISCAL IMPACT**

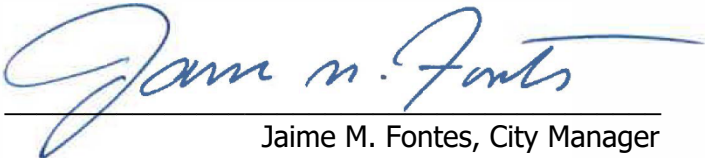
There is no fiscal impact associated with the establishment of this policy.

#### **ATTACHMENTS**

None

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Reviewed for Submission to the City Council by:

  
Jaime M. Fontes, City Manager