



AGENDA

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

REGULAR MEETING
440 HARCOURT AVE (COUNCIL CHAMBER)
Thursday, February 1, 2024
5:00 PM

NOTICE: *The City Council will hold its public meetings in person, with options for viewing and listening virtually or telephonically, based on availability.*

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 view 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 listen by phone: Please call (669) 900-9128
Enter the meeting ID 819 3683 2059 when prompted. There is no participate code – press the pound sign # after the recording prompts you.
4. To make public comment, the following options are available:

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

During the Meeting via Oral Comments: When the Chair calls for public comment, 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
David R. Pacheco
Alexis Garcia-Arrazola
Rita Burks
Alex Miller

Mayor/Chair
Mayor Pro Tem/Vice Chair
Council/Agency Member
Council/Agency Member
Council/Agency Member

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

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

5. PUBLIC COMMENT

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

6. PUBLIC AGENCY COMMUNICATIONS

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

A. SEASIDE CITY NEWS BROADCAST OF UPCOMING CITYWIDE EVENTS AND COMMUNITY ANNOUNCEMENTS

7. PRESENTATIONS

A. STATUS AND EXPECTED TIMELINE FOR THE CAMPUS TOWN PROJECT (PROJECT MANAGER ADOLFO GONZALEZ)

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

C. PUBLIC SAFETY ANNUAL CRIME REPORT (POLICE CHIEF NICK BORGES)

D. REVIEW OF THE NOVEMBER 5, 2024, GENERAL ELECTION CALENDAR (CITY CLERK DOMINIQUE DAVIS)

E. COMMUNITY PARTNERSHIP FOR YOUTH ("CPY") 2023 COMMUNITY SOCIAL SERVICES GRANT PROGRAM REPORT

F. MEALS ON WHEELS 2023 COMMUNITY SOCIAL SERVICES GRANT PROGRAM REPORT

G. SUN STREET CENTERS 2023 COMMUNITY SOCIAL SERVICES GRANT PROGRAM REPORT

8. CONSENT AGENDA

A. APPROVE MINUTES FROM JANUARY 4 AND 18, 2024

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM DELTA SIGMA THETA SORORITY, INC FOR THE YOUTH COLLEGE EXPO FIELD TRIP IN OAKLAND CALIFORNIA ON FEBRUARY 17, 2024

RECOMMENDATION: Approve a request from Delta Sigma Theta Sorority, Inc. for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with bus transportation and food for the college expo field trip for youth ages 11-17. The college expo is at the Oakland Marriott City Center on February 17, 2024.

C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM THE SEASIDE HIGH SCHOOL BOYS BASKETBALL PROGRAM

RECOMMENDATION: Approve a request from Seaside High School Boys Basketball Program for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with purchasing equipment and uniforms.

D. APPROVE REQUEST FOR CO-SPONSORSHIP AND FEE WAIVER FOR 2024 HOT CARS COOL NITES CAR SHOWS

RECOMMENDATION: Approve a request from Gold Coast Rods for Co-Sponsorship and to waive fees associated with four nights of the Hot Cars Cool Nites Classic Car Shows in the amount of \$12,627.04.

E. APPROVE A PROCLAMATION RECOGNIZING FEBRUARY AS AFRICAN AMERICAN ("BLACK") HISTORY MONTH

RECOMMENDATION: Approve a proclamation recognizing February as Black History Month.

F. ADOPT A RESOLUTION APPROVING AMENDMENTS TO THE POLICIES AND PROCEDURES MANUAL FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

RECOMMENDATION: Adopt a resolution approving amendments to the policies and procedures manual for the community development block grant (CDBG) program.

G. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF BROADWAY AVENUE FROM CONTRA COSTA TO CALAVERAS STREETS FOR THE SEASIDE STARS 2ND ANNUAL UNVEILING EVENT ON SATURDAY, MARCH 2, 2024

RECOMMENDATION: Adopt a resolution authorizing the street closure for the Seaside Stars unveiling event.

H. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FACILITY USE AGREEMENT WITH SEASIDE PONY BASEBALL AND SOFTBALL FOR 2024 SEASON, AND AUTHORIZE WAIVING THE FEES ASSOCIATED WITH THE USE OF THE FIELDS

RECOMMENDATION: Adopt a resolution to approve the Facility Use Agreement with Seaside Pony Baseball and Softball for the use of Soper, Rubio, and Cutino baseball fields for the 2024 season, including the fee waiver for field use and lighting fees.

I. ADOPT A RESOLUTION APPROVING AN ON CALL LIST FOR BUILDING AND SAFETY CONSULTANT SERVICES

RECOMMENDATION: Adopt a resolution approving an on call list of consultant firms to provide professional services to the City for building and safety services.

J. ADOPT A RESOLUTION TO ENTER INTO AN AGREEMENT WITH JACOB GREEN & ASSOCIATES FOR THE PREPARATION OF A CLIMATE ACTION AND ADAPTATION PLAN (CAAP) FOR AN AMOUNT NOT TO EXCEED \$149,500.00

RECOMMENDATION: Adopt a resolution entering into a professional services agreement for the CAAP with Jacob Green & Associates for an amount not to exceed \$149,500.000.

K. ADOPT A RESOLUTION AUTHORIZING AMENDMENT #4 TO INCREASE THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES BY AN AMOUNT NOT TO EXCEED \$607,644.44 FOR A TOTAL AGREEMENT AMOUNT OF \$1,162,844.44 TO BE REIMBURSED BY THE DEVELOPER OR PAID FOR OUT OF THE FORT ORD REUSE AUTHORITY DEMOLITION BONDS

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute Amendment #4 to the Professional Services Agreement (PSA) increasing its amount by \$607,644.44 to provide additional subconsultant services and management services for the Campus Town project, and amending the term of the PSA.

9. PUBLIC HEARING

A. AMEND SEASIDE MUNICIPAL CODE CHAPTER 8.32 FIREWORKS; ADDING SECTION 8.32.211 - CURFEW FOR USE OF SAFE AND SANE FIREWORKS (SECOND READING - ROLL CALL VOTE)

RECOMMENDATION: Adopt an ordinance amending the City of Seaside Municipal Code Chapter 8.32 fireworks; adding section 8.32.211 - Curfew for the use of Safe and Sane Fireworks.

10. BUSINESS ITEMS

A. REVIEW AND TAKE ACTION ON THE TRAFFIC ADVISORY COMMITTEE RECOMMENDATION TO DENY AN ADDITIONAL DRIVEWAY AT 1251 PHOENIX AVENUE

RECOMMENDATION: Deny installation of an additional driveway approach at 1251 Phoenix Avenue.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Consider placing a sign on Broadway Ave/Obama Way indicating the direction to downtown (Pacheco)
2. Consider placing white lights on the base of the cypress trees on Broadway Ave (Pacheco)

B. FOLLOW UP ON PREVIOUS REQUESTS

1. CalFresh Enrollment Update

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

Agency Negotiators: City Manager, et. al

Negotiating Parties: KBB Seaside Venture, et. al. and City of Seaside

Under Negotiation: Price, terms of payment or both

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

Property: 1 McClure Way, commonly known as the Blackhorse and Bayonet Golf Course and Grand Hyatt Hotel site

Agency Negotiators: City Manager, et. al

Negotiating Parties: Seaside Acquisition Group et. al. and City of Seaside

Under Negotiation: Price, terms of payment or both

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9

Potential Litigation (3 MATTERS)

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

RECOMMENDATION: Case Name: Petrovich Development, et al. v. City of Seaside, et al.

Case Number: Monterey County Superior Court Case # 21CV003630

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
February 15, 2024
5:00 p.m.

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

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

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



DRAFT MINUTES

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

SPECIAL MEETING
440 HARCOURT AVE
Thursday, January 4, 2024
5:00 PM

1. CALL TO ORDER

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

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: BURKS, GARCIA-ARRAZOLA, OGLESBY, PACHECO
ABSENT: MILLER

3. PLEDGE OF ALLEGIANCE

Led by Council/Agency Member Burks.

4. PUBLIC COMMENT

None.

5. CLOSED SESSION

City Attorney Sheri Damon read the closed session items and did not anticipate a report out.

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957

Title: City Attorney

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957

Title: City Manager

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9

Potential Litigation (2 MATTERS)

6. ADJOURNMENT

With no further business, the meeting adjourned at 6:09 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



DRAFT MINUTES

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

REGULAR MEETING
440 HARCOURT AVE
Thursday, January 18, 2024
5:00 PM

1. CALL TO ORDER

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

2. ROLL CALL – ESTABLISHMENT OF QUORUM

PRESENT: GARCIA-ARRAZOLA, MILLER, OGLESBY, PACHECO
ABSENT: BURKS

3. INVOCATION AND PLEDGE OF ALLEGIANCE

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

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Bobby Maxwell, Lynda Cunningham, Chandler Roland, Roger Blankenburg, Dirrick Williams, Lucille Erins, Rolando, Francisca Arollo, Dianne Nielson, Alexandra Matthews, Daisy, Liliana Diaz, no name given, Bob Maze, Susan Park, Alex, Cammi, Sarah, Karla Lobo, Sadia, Nord, Dr. Nicholas M. Creary, Brad, Lisa, Michael, Carlos Ocampo, Shane, Rhona Esau, Reina Diamond, no name given

At the close of public comment, Mayor Oglesby inquired with the Council if any would like to propose a cease-fire resolution be added to a future agenda. There were no proposals from the Council.

6. PUBLIC AGENCY COMMUNICATIONS

Dr. Marshall Fulbright III, Monterey Peninsula College (MPC)
President/Superintendent to extend an invitation to the city council and the broader community to a series of upcoming events hosted by MPC on the following topics:

- Mission, Vision, Values: February 2, February 6, February 7
- Marina Education Center Planning: February 21, February 23, February 27

More information is available at www.mpc.edu/ShapeMPC

Citywide Events and Community Announcements Video was introduced by Recreation Director Dan Meewis, and reviewed the following upcoming events:

- Everyone's Harvest Seaside Certified Farmer's Market, Every Thursday from 3-7pm at Laguna Grande Park

- Black History Month Art Exhibit, January 7-February 29; Reception at City Hall on January 26 at 7pm.
- Caltrans SR218 ADA Compliant Pedestrian Access Project construction is on hold and will continue later in the month of January dependent on weather; and 2 locations will need finishing after PG&E work on Del Monte to Sonoma, and Harcourt to Allston
- 7th Annual Parent University, March 9 at 12:00 p.m. at Oldemeyer Center
- CalFresh Food, food budget supplement for low income families, contact Family & Community Support Program for help with signing up
- Complimentary Childcare available at City Council meetings, call Oldemeyer Center at 831-899-6800 48 hours in advance to make a reservation
- Self-serve sandbag distribution centers at Fire Department and the lot next to Chili's Restaurant
- Family & Community Support Program offers assistance in a variety of areas, contact: fcsprogram@ci.seaside.ca.us; 831-899-6852; bit.ly/SEASIDEFCSP

7. PRESENTATIONS

A. SPAY NEUTER IMPERATIVE PROJECT "SNIP" BUS OPERATIONS UPDATE (LORA JAMES AND LISA SEARS)

Lora James and Lisa Sears provided a presentation reviewing the mission of SNIP, sheltering by number, the results in Seaside and anticipated next steps, and responded to questions from the Council.

B. EVERYONE'S HARVEST SEASIDE CERTIFIED FARMER'S MARKET UPDATE (RECREATION DIRECTOR DAN MEEWIS)

Hester Parker, Executive Director of Everyone's Harvest, provided a presentation that reviewed various statistics regarding the 23 farmer's market that have been held in Seaside, and responded to questions from the Council.

C. PRESENTATION OF THE ANNUAL INDEPENDENT AUDITOR'S REPORT (FINANCE DIRECTOR VICTOR DAMIANI)

Grace Zhang, CPA, Audit Partner at Maze & Associates provided a presentation of the City's annual audit that is expected to be finalized by March 31. The results were that the audit was unmodified and no exceptions were noted for its appropriation limit calculation.

Victor Damiani, Finance Director, provided a presentation reviewing the financial highlights for FY 2022-2023, and reviewed the recommendation to accept and file the Annual Comprehensive Financial Report (ACFR), governance letter and the Gann limit report related to item 8B.

8. CONSENT AGENDA

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council/Successor

Agency moved to approve the consent agenda as presented.

PUBLIC COMMENT: NONE

RESULT: 4-0-0-1

AYES: GARCIA-ARRAZOLA, MILLER, OGLESBY, PACHECO

NOES: NONE

ABSTAIN: NONE

ABSENT: BURKS

A. APPROVE MINUTES FROM OCTOBER 5 AND DECEMBER 21, 2023

ACTION: APPROVED

B. ACCEPT AND FILE THE FISCAL YEAR ENDING JUNE 30, 2023, ANNUAL COMPREHENSIVE FINANCIAL REPORT, THE GOVERNANCE LETTER AND THE GANN LIMIT REPORT

ACTION: ACCEPTED & FILED

C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM SEASIDE HIGH SCHOOL BOYS SOCCER

ACTION: APPROVED

D. APPROVE A CO-SPONSORSHIP AND FEE WAIVER REQUEST FROM DELTA SIGMA THETA SORORITY, INC. FOR USE OF OLDEMEYER CENTER FOR TWO COMMUNITY EVENTS IN 2024: A HEALTH CONFERENCE AND THE ANNUAL JABBERWOCK PAGEANT & YOUTH ON PARADE EVENT

ACTION: APPROVED

E. APPROVE A FEE WAIVER REQUEST FROM MONTEREY PENINSULA NAACP FOR COSTS ASSOCIATED WITH THEIR COMMUNITY BUILDING EVENT WITH LOCAL POLICE CHIEFS "BREAKFAST WITH THE BADGES"

ACTION: APPROVED

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

ACTION: APPROVED

G. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICE AGREEMENT WITH WALLACE GROUP FOR ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR FERNANDO PARK IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$16,516.00

ACTION: ADOPTED RESOLUTION 24-01

9. **PUBLIC HEARING**

A. AMEND SEASIDE MUNICIPAL CODE CHAPTER 8.32 FIREWORKS; ADDING SECTION 8.32.211 - CURFEW FOR USE OF SAFE AND SANE FIREWORKS (FIRST READING, ROLL CALL VOTE)

Fire Chief Mary Gutierrez provided a presentation and reviewed the 11 recommendations that the Council considered at its October 5, 2023 meeting. The recommendation to the municipal code is to establish a 10:00 p.m. curfew for the use of safe and sane fireworks between the dates of June 28-July 5.

PUBLIC COMMENT: Bobby Maxwell, Ramona Oleata-Reed, Karla Lobo

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Garcia-Arrazola and carried by the following roll call vote, the City Council/Successor Agency moved to amend the Seaside Municipal Code Chapter 8.32 Fireworks, adding section 8.32.211 – curfew for use of safe and sane fireworks.

RESULT: 3-1-0-1

AYES: GARCIA-ARRAZOLA, OGLESBY, PACHECO

NOES: MILLER

ABSTAIN: NONE

ABSENT: BURKS

ACTION: APPROVED FOR 2ND READING

10. **BUSINESS ITEMS**

A. ADOPT A RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR THE SAN PABLO PEDESTRIAN BRIDGE DEMOLITION AND RECONSTRUCTION PROJECT

Nisha Patel, Public Works Director/City Engineer, provided a presentation reviewing the grant application \$700,000 for the San Pablo Pedestrian Bridge Demolition and Reconstruction project. If awarded, the funds would be distributed over a two-year period \$350,000 in fiscal year 2024-2025, and \$350,000 in fiscal year 2025-2026.

PUBLIC COMMENT: Bobby Maxwell, Donna Penwell, Ginny Reese, Ramona Olaeta-Reed

On motion by Mayor Pro Tem/Vice Chair Pacheco and second by Council/Agency Member Miller and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution approving the application for grant funds from the CDBG Program for San Pablo Pedestrian Bridge Demolition and Reconstruction Project.

RESULT: 4-0-0-1

AYES: GARCIA-ARRAZOLA, MILLER, OGLESBY, PACHECO
NOES: NONE
ABSTAIN: NONE
ABSENT: BURKS

ACTION: ADOPTED RESOLUTION 24-02

B. ADOPT A RESOLUTION AUTHORIZING PG&E TO DONATE CITY OF SEASIDE "RULE 20A" WORK CREDITS IN THE AMOUNT OF \$447,072.00 TO THE COUNTY OF MONTEREY FOR THE CARMEL VALLEY ROAD PHASE 3, RULE 20A UNDERGROUND UTILITY DISTRICT NO. 15

Nisha Patel, Public Works Director/City Engineer, provided a presentation reviewing the Rule 20A Program, that undergrounds power lines and facilities at the request of local governments. Rule 20A work credits can be applied to undergrounding projects if the project meets the prescribed criteria. The City does not meet the criteria to apply these work credits to its own projects, and if unused PG&E can allocate the work credits to any city within the state with or without the City's consent. Staff recommends to exercises its option to donate the works credits to the agency of its choosing, and has opted to donate to the County of Monterey.

PUBLIC COMMENT: NONE

On motion by Mayor Pro-Tem/Vice Chair Pacheco and second by Mayor/Chair Oglesby and carried by the following vote, the City Council/Successor Agency moved to adopt a resolution authorizing PG&E to donate the City's Rule 20A work credits to the County of Monterey.

RESULT: 4-0-0-1
AYES: GARCIA-ARRAZOLA, MILLER, OGLESBY, PACHECO
NOES: NONE
ABSTAIN: NONE
ABSENT: BURKS

ACTION: ADOPTED RESOLUTION 24-03

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

1. Consider placing a sign at Broadway/Obama Way indicating the direction to downtown (Pacheco)
2. Consider placing white lights on the base of the cypress trees on Broadway (Pacheco)
3. Status on Campus Town project and expected groundbreaking timeline (Oglesby)

B. FOLLOW UP ON PREVIOUS REQUESTS

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

Reports provided.

13. CLOSED SESSION

City Attorney Sheri Damon read the closed session items and did not anticipate any announcements of action to report.

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

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

Agency Negotiators: City Manager, et. al

Negotiating Parties: KBB Seaside Venture, et. al. and City of Seaside

Under Negotiation: Price, terms of payment or both

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

Monterey County Superior Court

Case No: 23PR000490

Case Name: In Re Clyde and Claudia Marie White Trust dated September 20, 2011

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9

Potential Litigation (2 MATTERS)

14. ADJOURNMENT

With no further business, the meeting adjourned at 10:19 p.m.

Respectfully submitted,

Dominique L. Davis, City Clerk

Ian N. Oglesby, Mayor



CITY OF SEASIDE STAFF REPORT

Item No.: 8.B.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: February 1, 2024

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM DELTA SIGMA THETA SORORITY, INC FOR THE YOUTH
COLLEGE EXPO FIELD TRIP IN OAKLAND CALIFORNIA ON
FEBRUARY 17, 2024**

RECOMMENDATION

Approve a request from Delta Sigma Theta Sorority, Inc. for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with bus transportation and food for the college expo field trip for youth ages 11-17. The college expo is at the Oakland Marriott City Center on February 17, 2024.

BACKGROUND

The Monterey Peninsula Alumnae Chapter of Delta Sigma Theta Sorority, Inc. is requesting a donation of \$3,000.00 for the Mayor's Youth Fund to cover the costs associated with bus transportation and food. They will be taking students ages 11 to 17 years old to the College Expo that will be held at the Oakland Marriott City Center on February 17, 2024. Adults are encouraged to bring students as young as 6th grade to help promote their college planning. High school students will get a chance to talk to representatives from different colleges and universities and have opportunities to apply for scholarships. The Delta Sigma Theta Sorority's Service Project teaches groups of students to start recycling projects at their school. They will be recycling items for classrooms and other buildings in the schools.

Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy. This is the first time that Delta Sigma Theta Sorority has requested a donation.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation to the Mayor's Youth Fund. The current balance is the Mayor's Youth Fund account (601-2106) is \$54,107.02. If the City Council approves this request, the balance will decrease to \$51,107.02. This is for fiscal year 2023/24.

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

ATTACHMENTS

1. Delta Sigma Theta Sorority, Inc. Mayor's Youth Fund Request 2024
 2. W-9 -Delta Sigma Theta Sorority, Inc. 2024
 3. Delta Sigma Theta Sorority 501(c)(3) lookup information
 4. Oakland Black College Expo Flyer 2024
-

Reviewed for Submission to the City Council by:

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

Jaime M. Fontes, City Manager



**SEASIDE
CALIFORNIA**

Mayor's Youth Fund

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

MAYOR'S YOUTH FUND CONTRIBUTION REQUEST

CONTACT INFORMATION:

Organization: Monterey Peninsula Alumnae Chapter, Delta Sigma Theta Sorority, Inc.

Name of Applicant: Lucille V. Standifer

Address: P. O. Box 1154 City: Seaside State: CA

Phone: 831-809-6062 Email: lvs747@pacbell.net

Number of Participants: 45 Seaside Residents / Students: 85 % Ages: 11 years-17 years old

CRITERIA:

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

Please select one or more from the following list:

☒ Scholastic ☐ Athletic ☐ Music ☒ Environmental ☐ Art

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

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

1. College Expo, which is open to students, educators, and parents. Adults are encouraged to bring students as young as 6th grade to help promote their college planning. High school students will get a chance to talk to representatives from different colleges and universities and have opportunities to apply for scholarships.

2. Service Project: 3R Challenge (Reduce, Reuse, Recycle)

Description of how funds will be specifically used for youth groups, activities and events, and has a nexus to the goals of recycling, cleanup or "green" sustainability to insure a healthy environment: 1. The College Expo will be held in Oakland, CA and funds will be used for transportation on a Discovery bus and food.

2. The Service Project will teach groups of students to start recycling projects at their schools. Funds will be used for recycling items for classrooms and other buildings in the schools.

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

What other funding sources will supplement your requests? _____

A budget request has been submitted to the Sorority and a grant request has been submitted to the Monterey Peninsula Unified School District to help with the Youth Conferences, book clubs, monthly meetings for the Youth, and Service projects.

Total Amount Requested: (See contribution limits) \$ \$3,000.00

Applicant Signature: Lucille V. Standifer

Date: 12-09-2023

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About Our Sorority Monterey Peninsula Alumnae Chapter

The purpose of our Sorority is to provide assistance and support through established programs in Monterey County based upon our Sorority's **Five-Point Programmatic Thrust:**

- **Economic Development**
- **International Development**
- **International Awareness and Involvement**
- **Physical and Mental Health**
- **Political Awareness and Involvement**

In 1976, a group of Deltas came together to form the Alumnae Chapter of Delta Sigma Theta Sorority, Inc. on the Monterey Peninsula to initially serve as a viable force in meeting the need of the African American community in Seaside, CA.

The mission then expanded to include not only the Seaside community, but also surrounding communities in Monterey County. The members involved in our Sorority are college-educated women in various career fields.

Some of the major activities of our Sorority are:

- Sponsorship of the Delta Academy, G.E.M.S. & EMBODI
- Dr. Martin L. King Day Activities
- Black History Month Forums
- Women's Empowerment Conference
- Celebrating Wellness and Longevity and Health Forums
- Annual Jabberwock Event to raise funds for High School Senior scholarships
- Helping to sponsor community programs and assistance for youth and Senior Citizens
- Providing grants and assistance to those in need

Chapter Members

Dr. Bettye J. Lusk, **President**
 Alfreda D. Cross, **Vice-President**
 Lori A. Medina, **Treasurer**
 Jasmaine Arnold, **Financial Secretary**
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 Jennifer Allen, Fatima Banks,
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 Dominique Jones-Davis, Mariana Dorsey,
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 Chasette L. Harper, Dorothy Hill,
 Amanda A. Kennedy, Rafaela King,
 Dr. Gwendolyn Laster, Dr. Vanessa Lopez-Littleton, Jennifer E. Lusk,
 Brianni Lyons, Michelle L. Mayo, Ph.D.,
 Bobbie McDaniel, Samira Perry-Timmons,
 Loretta Stewart, Laurencia Walker,
 Rachel B. Whitfield, Sabrina Wilson



MONTEREY PENINSULA ALUMNAE CHAPTER

**For information and/or applications
for our Youth Programs, please see
a Member or email:
lvs747@pacbell.net**

MONTEREY PENINSULA
ALUMNAE CHAPTER

P. O BOX 1154
Seaside, CA 93955

Website: dstmonterey.org

Youth Programs

Delta Academy
 Delta GEMS
 EMBODI

Dr. Betty Shabazz Delta Academy



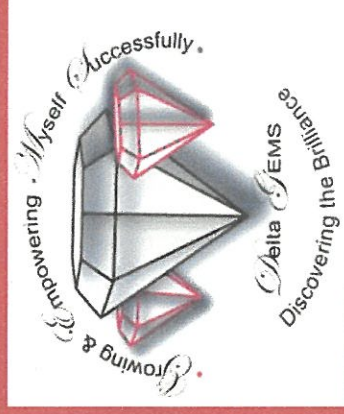
Monterey Peninsula Alumnae Chapter's Delta Academy is a fantastic program for young girls ages 11-14 in grades 6 through 8.

Delta Academy provides an opportunity for Monterey Peninsula Alumnae Chapter to enrich and enhance the education that our young girls receive in communities and schools across the Monterey Peninsula and Salinas Area.

Catching the Dreams of Tomorrow, Preparing Young Women for the 21st Century is the overall THEME.

A primary goal of the program is to prepare young girls for full participation as leaders in the 21st Century. With that in mind our local Chapter of Delta Sigma Theta Sorority, Inc., has designed a program built around the following: STEM (Science, Technology, Engineering, and Mathematic) self-esteem/self-concept, physical health/wellness, leadership, community service, nontraditional careers, and of course having lots of fun.

Dr. Jeanne L. Noble Delta GEMS



ATTENTION! ATTENTION! Delta G.E.M.S. Growing & Empowering **Myself** Successfully

Delta GEMS participants can define and “Discover their individual Brilliance”

A mentoring program for girls in high school sponsored by the Monterey Peninsula Alumnae Chapter of Delta Sigma Theta Sorority, Inc. The program is a natural outgrowth and expansion for the continuation of the Dr. Betty Shabazz Delta Academy. **Delta GEMS** are created to catch the dreams of High School Girls.

The **Delta GEMS** program offers a road map for college and career planning through activities that provide opportunities for self-reflection and individual growth.

Delta GEMS activities include business meetings, participation in community service projects, cultural events, and attending educational workshops where topics are presented such as choosing the perfect college, career choices, leadership, social and professional etiquette, self-esteem building, wellness, communication, and of course having lots of fun.

EMBODI



Empowering Males to **Build Opportunities** for **Developing Independence**

EMBODI is for boys between the ages of 11 - 18. They are divided into two groups: Middle & High School.

The program focuses on African American males; helping them reach their fullest potential educationally, socially, and emotionally.

EMBODI is designed to address these issues through dialogue and recommendations for change and action.

EMBODI addresses issues related to STEM education, culture, self-efficacy, leadership, physical and mental health, healthy lifestyle choices, character, ethics, relationships, college readiness, fiscal management, civic engagement, and service learning.

The Monterey Peninsula Alumnae Chapter of Delta Sigma Theta Sorority, Inc. also partners with male Fraternities to achieve the goals of the **EMBODI** program.



Monterey Peninsula Alumnae Chapter
Delta Sigma Theta Sorority, Inc.
P. O. Box 1154 Seaside, CA 93955



Delta Academy, Delta GEMS, and Delta EMBODI 2023-2024 Budget

INCOME

1.	Projected Chapter Allowed Funds	\$ 500.00
2.	Projected Individual Donations	\$ 200.00
	TOTAL	\$ 700.00

EXPENSES

Monthly Meetings

Prize/Incentives/Snacks	\$ 300.00
-------------------------	-----------

Conferences

1. <i>Youth Leadership Conference</i>	
Registration Materials, Food, Drinks	\$ 750.00
Substitute for teachers	\$ 1,200.00
Speaker Honorarium	\$ 1,000.00
Prizes, Incentives	\$ 350.00
2. <i>College Expo</i>	
Transportation	\$ 2,500.00
Meals	\$ 600.00
3. <i>Leadership Conference at State Capitol</i>	
Transportation	\$ 2,500.00
Hotel Expenses	\$ 1,500.00
Meals	\$ 500.00

Service Projects

3R Challenge (Reduce, Reuse, Recycle)	\$1,000.00
Seaside Senior Citizens Valentine Project	\$ 300.00

Book Club

<i>Black Men in Science: A Black History Book for Kids (Biographies for Kids)</i>	\$ 150.00
<i>And Not Afraid To Dare: The Story of Ten African American Women</i>	\$ 70.00

Book Club Prizes and Incentives	\$ 250.00
TOTAL	\$13,470.00

TAX ID NUMBER 94 - 245 - 1757

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>Monterey Peninsula Alumnae Chapter Delta Sigma Theta Sorority, Inc.</u>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. <u>PO Box 1154</u>	Requester's name and address (optional)
	6 City, state, and ZIP code <u>Seaside CA 93955</u>	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
9	4	-	2	4	5	1	7	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person <u>Bettye Lusk</u>	Date <u>12-09-2023</u>
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



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DELTA SIGMA THETA SORORITY MONTEREY PENINSULA ALUMNAE

SEASIDE, CALIFORNIA 93955

EIN: 94-2451757

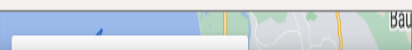
Fraternity or sorority
Scholarships other
Other social activities



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Click on the save icon from a search results or organization page.

DEMOGRAPHIC



ADDRESS

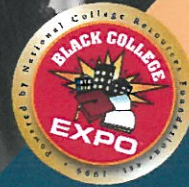


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CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: February 1, 2024

**SUBJECT: APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM THE SEASIDE HIGH SCHOOL BOYS BASKETBALL
PROGRAM**

RECOMMENDATION

Approve a request from Seaside High School Boys Basketball Program for a donation of \$3,000.00 from the Mayor's Youth Fund for the costs associated with purchasing equipment and uniforms.

BACKGROUND

The Seaside High School Boys Soccer Program is requesting a donation of \$3000.00 from the Mayor's Youth Fund to cover the costs associated with purchasing equipment and uniforms. The Seaside High School Boys Basketball Program teaches the players the importance of character, sportsmanship, life skills and the importance of achieving excellence at school and in the community. After every game and practice, they encourage all their athletes to clean up the areas they have used as well as the surrounding areas. They also collect all the plastic bottles and cans for recycling purposes.

Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy. The Seaside High School Boys Basketball Program received their last donation at the January 30, 2023 City Council meeting. They submitted their 2023 Mayor's Youth Fund Closing Report within the 60-day time frame.

FISCAL IMPACT

This request would be funded by a donation from the Green Waste Recovery's donation

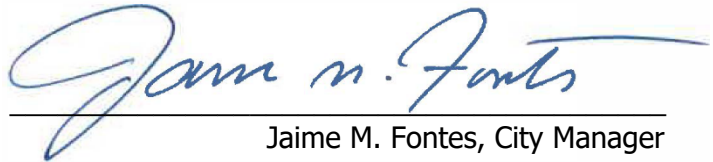
to the Mayor's Youth Fund. The current balance is the Mayor's Youth Fund account (601-2106) is \$51,107.02. If the City Council approves this request, the balance will decrease to \$48,107.02. This is for fiscal year 2023/24.

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

ATTACHMENTS

1. MYF Seaside High School Boys Basketball 2024
 2. W-9 Seaside High School Boys Basketball 2024
 3. Mayors Youth Fund Closing Report Seaside High School Boy's Basketball 2023
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

Terry Navarro - Online Form Submittal: Mayor Youth's Contribution Request

From: <noreply@civicplus.com>
To: <cityclerk@ci.seaside.ca.us>, <dmeewis@ci.seaside.ca.us>, <tnavarro@ci.s...>
Date: 11/17/2023 7:48 AM
Subject: Online Form Submittal: Mayor Youth's Contribution Request

Mayor Youth's Contribution Request

Purpose

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

Eligible Applications

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

Submittal of Contribution Requests

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

- Name of the organization, person(s) benefiting, proposed use of the funds, total amount needed or fundraising goal.

- Description of other methods being used to raise funds and/or other contributors.

- An explanation of how the group, activity, or event will benefit Seaside youth.

- Written description of how the use of the funds will be specifically used for youth group activities/events and has a nexus to the goals related to recycle, cleanup, and "green" sustainability to ensure a healthy environment.

- How this request will provide a municipal benefit (ie., benefit the community).

- Proof of non-profit organization status (not a taxpayer's I.D number) and a current W-9 form.

Evaluation Process & Criteria

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

- Scholastic, athletic, music, environmental and art activities will be considered for funding based on the quality of the proposed activity.

- Evidence of activities/events related to "reduce, reuse and recycle" to ensure a healthy environment.

- Contributions requests will be accepted from individuals and can be made to an organization on behalf of an individual member or student.

- Contributions are only paid to organizations, such as non-profit groups and schools.

- Contributions are intended to fund actual costs related to an event or activity. (Please see "Payment Process" information provided in the following area.)

- Contributions from the Mayor's Youth Fund are not intended to be the sole source of funds for an organization or program and will only be made to supplement other fundraising activities.

- How this request will provide a municipal benefit (ie., benefit the community).

Contribution Limits

In order to equitably distribute funds available in the Mayor's Youth Fund, the following contribution guidelines have been developed, although all contributions are subject to the discretion of the City Council. In addition, funding will be limited to one contribution per year (every 12 months).

- Individuals - 25% of the total cost of the activity (not to exceed \$1,000)

- Groups up to 20 people - up to \$1,500

- Groups of 21 or more people - up to \$3,000

Payment Process

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

Funding Requirements

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

Individual Requests

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

Name of Organization	Seaside High School Boys Basketball
Name	Alex Hudson
Email Address	ahudson@mpusd.k12.ca.us
Address	305 METZ RD
City	SEASIDE
State	CA
Zip Code	93955
Phone Number	9167929720
Additional Phone Number	Field not completed.
Percentage of Residents or Students of Seaside	100

Number of Participants	45-50
Ages of Participants	14-18
Criteria	
Applicants must meet at least one of the following criteria to be eligible for funding. Please select one or more from the following list:	Athletic
Are you funding a reward for one of these activities?	Yes
Description of event, activity or program funding pertains to:	These funds will be used to enhance the high school athletic experience for the boys that attend Seaside high school
Attach Additional Information as Necessary	<i>Field not completed.</i>
Description of how the funds will be specifically used for youth groups activities/events and has a nexus to the goals of recycling, cleanup and "green" sustainability to insure a healthy environment:	The boys basketball program at Seaside has been a leading after school activity in promoting the care and cleanup of Seaside HS. We have a mantra of leading by example, and as leaders we make sure that our actions backup our words and we will go above and beyond to ensure that our school and community are places that we are proud of. The funds from last year were used to purchase a \$6000 shooting machine for the girls and boys programs, take our boys programs to summer team camps and clinics, and repair and replace old and outdated equipment and gear at Seaside HS.
What other fundraising activities are you participating in to fund your event, program or activity and what other funding sources will supplement your request?	We participated in a fundraiser called Vertical Raise, and our amazing success in that 1st year with that program has lead me to recruit all of our other programs to participate. When I first came to Seaside, the boys basketball program did not have an account for funds and raised on average less than \$500 a year, and last year we were able to bring in a little over \$8000, all of which was immediately put back into our school and program
Total Amount Requested:	3000
Electronic Signature Agreement	I agree.
Electronic Signature	Alex Hudson
Date	11/17/2023

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

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Monterey Peninsula Unified School District

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ► K-12 School District

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

700 Pacific Street/P.O. Box 1031

Requester's name and address (optional)

6 City, state, and ZIP code

Monterey, California 93942-1031

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

77 - 03 20712

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

MAYOR'S YOUTH FUND CLOSING REPORT *

Date Mayor's Youth Fund was approved by council: 01/30/2023

Name of Organization: Seaside Boys Basketball

Contact: Alex Hudson

Address: 2200 Noche Buena Ave Seaside

Email/Phone Ahudson@mpusd.net 9167929720

Amount of Donation Received: 3000

What Items were purchased with Mayor's Youth Fund Donation : We used the 3000 dollars to fund a Shooting Machine for our program. Seaside was the only basketball program in our area that did not have one of these machines, putting us at a competitive disadvantage. The total cost of this machine was around \$7000, so this fund was a major help to securing the needed item.

Please describe the activities and the date the group/individual participated in related to reduce, reuse and recycle? Please provide written description, brief City Council presentation, and/or photos. At SHS, I have started a daily lunchtime club for our basketball players. In addition to basketball, I have the students take time to beautify our campus. We use the campus cleanup time as a way to talk about having school and city pride, to remind them that this is our city and our responsibility as young adults to keep it as we would like it to be. We also have a beach cleanup day scheduled in June during our summer program, which will take place the weekend of June 17th-18th.

Signature: Alex Hudson

Date: 04/22/2023

***This form is due 60 days upon receipt of funding by the applicant. Organizations that do not**

comply within the 60 day time period may not apply for funding for the following year.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: February 1, 2024

**SUBJECT: APPROVE REQUEST FOR CO-SPONSORSHIP AND FEE WAIVER
FOR 2024 HOT CARS COOL NITES CAR SHOWS**

RECOMMENDATION

Approve a request from Gold Coast Rods for Co-Sponsorship and to waive fees associated with four nights of the Hot Cars Cool Nites Classic Car Shows in the amount of \$12,627.04.

BACKGROUND

The City of Seaside has co-sponsored and funded the Gold Coast Rods classic car show on lower Broadway since 1998. The original car shows were fully funded for six events a year, which occurred on the last Friday of each month from May to October. During the 2005-06 budget review, the City Council voted to fund only the first three events, requiring Gold Coast Rods to cover the costs for the remaining three events for the 2005 and 2006 seasons. Funding was completely eliminated in the 2009-10 budget cuts and the organization eventually discontinued their event in the City of Seaside.

In 2014, the City reestablished their co-sponsorship of the Gold Coast Rods events, and they have continued since. The 2023 events were approved for co-sponsorship and fee waivers for costs associated with public works services, and the Fee Waiver & Special Event applications were approved to close Broadway Avenue between Calaveras and Contra Costa and detour traffic during each of the five events.

Gold Coast Rods has submitted a Special Event Application and is requesting all fees be waived for this year's events that will be held on June 28, 2024, July 26, 2024, August 30, 2024, and September 27, 2024. Gold Coast Rods will provide the insurance coverage.

The approval of the co-sponsorship and fee waiver for the Hot Cars Cool Nites Car Shows will support the City Council Strategic Priorities of:

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

FISCAL IMPACT

Fees that would have been credited to the General Fund will not be collected if the fee waiver is granted.

The City's adopted fee schedule includes the following approximate fees, which are applicable to this request:

June 28, 2024:	
Public Works Staff:	\$ 3,156.76
July 26, 2024:	
Public Works Staff:	\$ 3,156.76
August 30, 2024:	
Public Works Staff:	\$ 3,156.76
September 27, 2024:	
<u>Public Works Staff:</u>	<u>\$ 3,156.76</u>
GRAND TOTAL FOR ALL FOUR EVENTS:	\$12,627.04

ATTACHMENTS

1. Gold Coast Fee Waiver and Special Event Application 2024
2. Temporary Street Closure Policy- Gold Coast Rods 2024
3. Gold Coast Rods Events - Insurance 2024

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

Please read policy on back first



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

CONTACT INFORMATION:

Organization: GOLD COAST RODS
Name of Applicant: OTIS STEVENSON
Address: PO BOX 2672 City: MONTEREY State: CA
Phone: 831 692 375 Email: OTIS AUTO SALES @ GMAIL.COM

EVENT INFORMATION:

Event Title: HOT CARS COOL NIGHTS
Event Description: CLASSIC CAR SHOW
Event Date: 6-28 7-26 8-30 9-27 Room(s) Requested: _____
Time (including set-up): 2pm SET UP Approximate Number of Guests: 300
3pm CLOSE STREET

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: providing entertainment for the City of Seaside
Have you received a Fee Waiver in the past? ☒ Yes, the event was on June 23, July 28, Aug 25 & Sept 22, 2003 ☐ No
What is your organization's tax identification number? 770007263
What percentage of your members or participants resides in Seaside? about 60%
Is your organization based in Seaside? Monterey ☒ 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: 1-9-24

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

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

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



**SEASIDE
CALIFORNIA**

Special Event Application

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

Date:

Dear Event Sponsor:

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

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

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



**SEASIDE
CALIFORNIA**

Special Event Application

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

CONTACT INFORMATION:

Organization: Gold Coast Rods
Name of Applicant: Otis Stevenson
Address: PO Box 2672 City: Mt. View State: CA
Phone: 831 601 2375 Email: Otis Auto Sales@gmail.com
Day of Event Contact Name and Phone: Otis Stevenson 831 601 2375

EVENT INFORMATION:

Event Title: Hot Cars Cool Nights

Event Category:

- | | | |
|---|--|---------------------------------|
| ☐ Athletic / Recreation | ☐ Concert / Performance | ☐ Circus |
| ☐ Celebration / Festival | ☐ Parade / March / Procession | ☐ Dance |
| ☐ Carnival | ☐ Other: <u>Classic/Special Interest Car Show</u> | |

Event Date and Time: 6-28 / 7-26 / 8-30 / 9-27
Setup: 2:00 PM Event Start: 3:00 PM Event End: 8:00 PM Clean up: 8:00 PM

Event Location: Broadway Ave from Calaveras to Contra Costa Streets

EVENT DESCRIPTION:

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

This is a Classic/Special Interest Car Show where the participants park their vehicles for display to the public for viewing.

Number of Participants: 300 or more Event Benefiting: City of Seaside/VTC

Federal ID # (if applicable): 770007263

☐ 501 C(3) ☐ 501 C(6) ☐ Commercial-For Profit ☐ Other: _____

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



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

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

How will the event be advertised and promoted? FACE book Auto Shopper
KMBY RADIO Flyers

Signs posted: yes Flyers

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

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

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

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

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

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

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

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

Vendor Name

Vendor Address

NO Outside Vendors

Describe Merchandise

Will alcohol be served?

☐ Yes ☒ No

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

☐ Yes ☒ No

Parking arrangements: GOLD COAST ROADS MEMBERS



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

GOLD COAST RODS members

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

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

public works

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

TRASH CANS Gold Coast Rods Members

Other pertinent information or special requests:

APPLICANT AGREEMENT

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

Applicant Signature: [Signature]

Date: 1-8-24



**SEASIDE
CALIFORNIA**

Special Event Application

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

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

Attach to application and mail to:

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

SPECIFIC EVENT CONDITIONS OF APPROVAL

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

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

PROVISIONS

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

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

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

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

Applicant Signature: _____

Date: 1-8-24



**SEASIDE
CALIFORNIA**

Special Event Application

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

INDEMNIFICATION, DEFENSE, HOLD HARMLESS

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

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

Insurance Agency: Clifford + Brantford Insurance Agent: MANDIE MAZER
Phone Number: 601 283 5100 Policy Number: 3E70656

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

Applicant Signature: [Signature]

Date: 1/8/24

(For Office Use Only)

Authorization

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

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

Comments: _____



TEMPORARY STREET CLOSURE POLICY

I. Purpose

- A. It is the policy of the City of Seaside to encourage neighborhood, business, and community activities that promote the health, welfare, safety, and harmony of its citizens. Temporary street closures for such activities will be authorized when those closures are not anticipated to cause harm to or be a significant disruption to the general public.
- B. The purpose of this policy to the define parameters under which requests for temporary street closures for community and special events will be considered and processed. Except as otherwise provided by law, it shall be unlawful to close any public street unless a Street Closing Permit has been issued by the City of Seaside in accordance with this policy.

II. Scope

This policy applies to all roads and streets in the City of Seaside road system.

- A. City Manager's Administrative Approval: The City Manager, with recommendation of City staff, is authorized to approve:
 - 1. City sponsored events and community events that occur on an annual or routine basis, and have been previously approved by the City Council (i.e., Hot Cars Cool Nights, Red White and Blues, Farmer's Market, Fire Department Open House, etc.); and
 - 2. Closures lasting for eight hours or less where the majority of residents / businesses within 500 feet of the proposed closure support the closure (i.e. a neighborhood block party).
- B. City Council Approval: City Council approval is required for:
 - 1. Special events of a non-routine nature;
 - 2. Events lasting longer than eight hours; and
 - 3. Requests for closure of traffic arteries or streets with a speed limit that exceeds 30 miles per hour.

III. Policy Criteria

- A. Disposition of Temporary Street Closure Requests is administrative in nature under the authority of the City Manager and the Seaside City Council.
- B. A notice of application for street closure must be distributed to residents and business affected by the potential closure sample form attached.
- C. Fire hydrants on the specified street closure shall not be obstructed by vehicles, temporary structures, tents or other obstacles that impede the fire departments ability to access the hydrant in the event of an emergency. A minimum of 20-foot unobstructed path must be maintained for emergency vehicle access to the street if the event is not a complete, hard closure. If the event plans on having a hard closure, both the fire and police departments must be made aware of the closure in advance so alternative routes of response can be planned. An Emergency Access plan must be submitted and approved by the Fire Department and Police Department.



- D. The applicant shall conduct all activities in such a manner that the health and safety of the public are not negatively impacted.
- E. Promptly following the conclusion of the event, the applicant shall clean the right-of-way equivalent to its condition prior to the temporary closure.
- F. Approval of the request is subject to other conditions that may be specified by the City Manager or City Council.
- G. Conditions considered for all street closures include (but are not limited to):
 - 1. Impact of the proposed closure on residents, occupants, or businesses.
 - 2. Impact of the proposed closure on the accessibility of emergency vehicles into the closure areas.
 - 3. Impact of the proposed closure on vehicular traffic such as circulation, site lines, traffic movement, and availability of alternate routes for traffic.
 - 4. Potential interference with commercial and business activities in the immediate vicinity.
 - 5. Conditions existing within the surrounding area that, when occurring in conjunction with a street closure, might create a hardship or an unnecessary inconvenience to the public or persons residing in the area.
- H. The applicant is responsible for all costs associated with establishing, running, or maintaining the closure, including reimbursing the City for any costs associated with the closure, unless a fee waiver is approved by the City Council.
- I. The proposed street closure must be compatible with the neighborhood / commercial area of the requested street or road.
- J. The location must be large enough for the anticipated the crowd capacity as determined by the City's Police Chief, Fire Chief, City Engineer, and Risk Manager.
- K. The temporary street closure shall be for a period less than eight (8) hours, including any set up time and breakdown time, unless approved by City Council.
- L. The City of Seaside maintains the right to cancel approval of the street closure at any time.
- M. The City reserves the right to limit the number of street closures in particular areas in order to limit disruption to residents and businesses.
- N. The City Manager will maintain and update the application and other forms to support this policy.

IV. Application Procedure

- A. The applicant shall submit a Seaside Application for Temporary Street Closing Permit at least 90 days prior to the date of the proposed street closure. Applications submitted less than 90 days cannot be guaranteed a response for approval or denial.
- B. A site map must be included with the application detailing a 20-foot emergency vehicle access lane through closure, or alternative emergency vehicle access in accordance with an approved Emergency Access Plan.



- C. All applicable documents shall be attached to the Application for Temporary Street Closing Permit (consult with City staff to determine which documents are required):
 - 1. Special Event Application;
 - 2. Detailed site map;
 - 3. Traffic control plan;
 - 4. Emergency Access Plan;
 - 5. Temporary detour plan;
 - 6. Petition with signatures of affected residents / businesses; and
 - 7. Proof of insurance.
- D. Incomplete applications will be denied.
- E. The City's Police Chief, Fire Chief, City Engineer, and Risk Manager will review application materials and make recommendations regarding the closure to the City Manager and/or City Council.
- F. In the event an application is denied by the City Manager, the applicant may appeal to the City Council.

V. Road Closure / Barricade Equipment:

- A. Barricade equipment is required and can be provided by the City. City Staff will contact the Maintenance & Utilities Superintendent to schedule the delivery of the barricade equipment.
- B. Barricades will be delivered by the Maintenance & Utilities Division the last working day before the event and will be picked up the first working day after the event.
- C. Depending on the proposed closure, the City may require City staff or a bonded and insured traffic control company to be responsible for opening and closing the roadway.

VI. Public Notification

- A. At the applicant's expense, and prior to approval of the potential closure, the City will notify all residents/tenants directly affected by the street closure and provide them with the means to comment on the proposed closure.
- B. At a minimum, notices will be distributed to all who live or own/manage businesses within a 500-foot radius of the event location.
- C. The applicant may submit a petition demonstrating support of the affected residences / businesses which may be accepted in lieu of the City's noticing process. Upon request, the City will provide the applicant of a list of businesses and residences within the 500-foot radius.



VII. Fees and Charges

- A. The applicant will be responsible for all applicable fees and costs associated with the street closure, including but not limited to:
 - 1. Public Noticing;
 - 2. Use of City barricades;
 - 3. Staff time to shut down and reopen the street;
 - 4. Permit fee as established by the City Council in the adopted fee schedule;
 - 5. Cost of any required traffic plans and Emergency Access Plans; and
 - 6. Police, Fire, and other staff time as deemed necessary by the City
- B. The City Council may waive the fees associated with street closures.

VIII. Additional Event Requirements

- A. No stakes or penetrations may be made through the street surface.
- B. No disposal of anything in storm sewers.
- C. Any marking on the street can be done in chalk or washable material. No paint or permanent markings can be used.
- D. No loud speaker system shall be used which is audible beyond the designated event location. Event organizers and guests shall be in compliance with public peace statutes and ordinances.
- E. Alcoholic beverages are prohibited on City streets or public right of way unless the applicant has obtained a permit from the City. Proof of ABC license must be submitted to the City prior to the event in accordance with the Special event application.
- F. If alcoholic beverages are dispensed, event organizers may be subject to criminal penalties if under-aged persons are consuming or possessing such beverages.

IX. Damages & Insurance

- A. Any person or persons to whom a Street Closing Permit has been issued shall be liable for any loss or damage to any City of Seaside property arising out of the issuance or exercise of said permit.
- B. As a condition to the issuance of any Street Closing Permit, the permittee or permittees may be required to provide insurance to indemnify the City from any and all damages and costs of litigation arising out of the issuance and use of such permit.
- C. As a condition to the issuance of any Street Closing Permit, the City may require the permittee to indemnify and hold the City harmless from any claims for damages arising out of the street closing.



February 2022

STREET CLOSURE NOTIFICATION (SAMPLE)

Notice Application for Street Closure

This notice serves as notification that a request for street closure has been submitted to the City of Seaside and includes a request to close a portion of: (insert street)

Noticing Date:

Name of Applicant:

Otis Stevenson / Gold Coast Rads

Name of the Event / Purpose of Closure:

Hot Cars Cool Nights Car Shows

Date of Closure:

6/28/24, 7/26/24, 8/30/24 & 9/12/24

Start Time of Closure:

3pm

End Time of Closure:

8pm

Streets to be closed:

A: Broadway Ave from to Calaveras to Contra Costa

B: _____ from to _____

C: _____ from to _____

Map of Closure:

Map of Street Closure:



To provide input on this application:

Provide written comment to city clerk@ci.seaside.ca.us, include the following in the subject line "Public comment Item # (insert the agenda item number relevance to your comment). Written comments must be received by 3pm of the day of the meeting

Provide public comment in person at the meeting.

Meeting Date/Time:

Meeting Information:



February 2022

TEMPORARY STREET CLOSURE APPLICATION

Applicant Information

Name of Applicant: <u>Otis J. Stevenson</u>	Date: <u>1-9-24</u>
Mailing Address: <u>GOLD COAST ROADS</u> <u>PO BOX 2672</u>	City/ State: <u>SEASIDE MTRY CA 93940</u>
Email: <u>Otis Auto Sales @Gmail.com</u>	Phone: <u>831 601 2375</u>

Street Closure Details

Name of the Event / Purpose of Closure: <u>HOT CAR COOL NIGHTS</u>		
General Description: <u>THIS IS A CLASSIC/ SPECIAL INTEREST CAR SHOW</u> <u>WHERE THE PARTICIPANTS PARK THEIR VEHICLES FOR DISPLAY</u> <u>TO THE PUBLIC FOR VIEWING</u>		
Event Start and End Time: <u>SETUP 2PM START 3PM</u>	Estimated number of people in attendance: <u>300</u>	
Date of Event: <u>6-28 7-26 8-30 9-27 2024</u>	Total Number of streets to be closed:	
Will alcohol be served? <u>NO</u>	Will the event include live or amplified music?	
Streets to be closed (please attach a detailed site map of closure location):		
A: <u>BROADWAY AVE</u> from to <u>CALAVERTS TO CONTRA COSTA</u>		
B: _____ from to _____		
C: _____ from to _____		
Street close time: <u>3PM</u>	Street opening time: <u>8PM</u>	
Supplementary questions	Yes	No
	Will vehicles be allowed inside the closure? <u>ONLY PARTICIPANTS</u>	
If yes, please explain why and provide their locations:		
Are you planning to hire a security company for the planned closure?	<u>members</u> <u>GOLD COAST ROADS</u>	
If yes, provide the Company name, phone number, name of Supervisor, and locations for where security will be placed:		
I certify that the information provided in the application is true and correct to the best of my knowledge.		
Applicant Signature: <u>[Signature]</u>		Date: <u>1-9-24</u>

**For Official Use Only****Engineering / Public Works Department**

Application Review Questions	Yes	No
Has the traffic control plan been submitted?		
Is the traffic control plan approved?		
Per the approved traffic control plan, is security being required for traffic control?		
Is the street closure application approved by the Engineering / Public Works Dept?		
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head:	Title:	
Signature:		

Police Department

Application Review Questions	Yes	No
Based on the information provided, does the applicant need to have Security assigned to assist traffic around the street closure?		
If yes, please identify the areas where security is required:		
Is the street closure application approved by the Police Dept?		
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head:	Title:	
Signature:		



Fire Department		
Application Review Questions	Yes	No
Does the site plan show obstructions on the road way?		
Does the site plan does provide for a 20' wide fire lane for emergency vehicle access?		
Is the street closure application approved by the Fire Dept?		
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head:	Title:	
Signature:		
Risk Management		
Application Review Questions	Yes	No
Does the proposed street closure meet the requirements of this policy with respect to size, compatibility, etc.?		
If required, has the applicant submitted Liability Insurance?		
Is the street closure application approved by Risk Management?		
If no, what is the reason for denial:		
Is the street closure approved with conditions?		
If yes, what are the approval conditions?		
Name of Dept. Head:	Title:	
Signature:		

Status of Application

The street closure request is: APPROVED _____ DENIED _____ DATE: _____

City Manager's Signature / Date: _____

If applicable, scheduled for City Council consideration on: _____



EVANSTON INSURANCE COMPANY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium: \$500 (Check box if fully earned ☒)

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

- A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

- B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
 2. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dominique Davis, City Clerk

DATE: February 1, 2024

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING FEBRUARY AS
AFRICAN AMERICAN ("BLACK") HISTORY MONTH**

RECOMMENDATION

Approve a proclamation recognizing February as Black History Month.

BACKGROUND

Black (or African American) History Month celebrates the many achievements and contributions that African Americans have made to American history in their struggles for freedom and equality and deepens our understanding of our nation's history.

The City of Seaside embraces its diversity and acknowledges the invaluable contributions of its African American residents and visitors to our economic, cultural, spiritual, and political development.

A commemorative flag observing Black History Month will be flown at City Hall and Oldemeyer Center from February 1 to February 28, 2024.

FISCAL IMPACT

ATTACHMENTS

1. Black History Month Proclamation
-

Reviewed for Submission to the City Council by:

Jaime M. Fontes, City Manager

City of Seaside PROCLAMATION



Black History Month February 2024

WHEREAS, each February, National Black History Month serves as both a celebration and a powerful reminder that Black history is American history, Black culture is American culture, and Black stories are essential to the ongoing story of America – our faults, our struggles, our progress, and our aspirations; and

WHEREAS, during Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual and political development; and

WHEREAS, shining a light on Black history during this month is as important to understanding ourselves, this country, and growing strong as a City; and

WHEREAS, the City of Seaside embraces its diversity and acknowledges the invaluable contributions of our African American residents and visitors as we celebrate Black History Month; and

WHEREAS, the City of Seaside was incorporated on October 13, 1954, on November 12, 1954, Richard Joyce and Jack Simon and others formed the first African American political caucus named the Civic Voters League, and later Ewalker James and Morris McDaniel and others formed the Citizens League for Progress; and

WHEREAS, in any thriving community, faith-based leaders have and must continue to play a vital role promoting civil rights through political activists, Monterey Peninsula Ministerial Alliance has lead the way. Leaders including, but not limited to, the founder Pastor Rev. Dr. Herbert Hoover Lusk Sr., Pastor G. E. Ellis, Pastor U. S. Metters, Pastor G. E. Hooks, Pastor Richard Nance Jr., Pastor C. Lewis McFadden, Pastor Rev. Dr. Welton McGee Sr., Pastor J. Spearman, Pastor Raymond Martin Jr., Pastor E. B. Stewart, Pastor S. R. Martin, Bishop Wilbur Wyatt Hamilton, and the continued advocacy of Sr. Pastor Dr. Samuel E. Gaskins; and

WHEREAS, African Americans have reached the highest level of regional governance; the Honorable (late) Jerry Smith, the only African American elected to the Monterey County Board of Supervisors and Superior Court of Monterey County, the Honorable Judge Marla O. Anderson; and

WHEREAS, Seaside, as a model of racial and ethnic accord and a reputation for championing civil and human rights, and equity of opportunities and was visited by national civil rights leaders including Dr. Martin Luther King, Jr., Rosa Parks, and Angela Davis; and

WHEREAS, civic minded individuals served in city government in different capacities including as Mayor: Oscar Lawson, Stephen Ross, Lance McClair, Don Jordan, Jerry Smith; as Councilmen: Monroe Jones (at the time one of only three black city councilmen in the state of California), Oscar Lawson, Theron Polite, Stephen Ross, Mel Mason, Darryl Choate, Ian N. Oglesby, Alvin Edwards, and Jon Wizard; and Councilwomen: Pearl Carey (Seaside first African American councilwomen and the first person in Monterey County of any color to serve on a committee of a national political party), Ira Lively (after serving as the first female Seaside police officer), Helen Rucker, and Kayla Jones; as City Managers: Stanley Hall, Charles McNeely, and Tim Brown; member of the Seaside History Commission, Pope McDonald, and member of the Seaside Art Commission for 30 years, Walter Lee Avery for whom the City of Seaside Art Gallery is named; and

WHEREAS, Seaside educator Dr. Charlie Mae Knight, who later became the first African American female California State Associate Superintendent of Instruction, spearheaded the 1966 to 1969 recruitment to the Monterey Peninsula Union School District (MPUSD) of more than 70 African-American teachers and administrators including Dr. Henry Hutchins, Helen Rucker, Dr. Billy De Berry, and Dr. Bettye Lusk who later became the first African American MPUSD Superintendent. Those elected to the MPUSD Board of Trustees included Ira Lively the first African American female elected to the board in 1979, was also an adjunct professor at Monterey Peninsula College (MPC), Sam Brown, Helen Rucker, Dr. Bettye Lusk, and Alana Myles; with the on-going contributions of many educators including, but not limited to teachers Lucille Standifer, Willie McCain, Mattye Effie McNeal, Myrtle Duffel, and Dr. Marie A Sweet; Principals Mae Carol Johnson (a 1987 Milken Family Foundation Educator Award recipient), Dr. Gwendolyn and Ty Laster; and Dr. Bettye Lusk currently serving as the California School Boards Association (CSBA), President-elect; and

WHEREAS, African American served on the boards of: the Monterey Peninsula Community College District (MPC), the first African American Sherman Smith serving for 33-years (1964-1997 at the time the longest serving trustee in the state of California), Charles Brown, Rosalyn Green (the first African American female elected from Trustee Area #1), currently servings Board President; Monterey County Board of Education Trustee Area #6: Warner Davis (1993-2007), Ian N. Oglesby, Byrl Smith, and Mary Claypool currently servings as Board President; and

WHEREAS, in 1932 the NAACP Monterey Peninsula Branch was established, its primary founder was the Rev. Wellington Smith, Sr., advocating for the civil and human rights of all, benefiting and advancing though the leadership of many including but not limited to: John and Lenora Bean, Mel Mason, Ruthie Watts, William Zeller, Regina Mason, Mary Claypool, Joe Watsons, Josh Stewart, and current President Lyndon Tarver, Vice President Dr. Vanessa Lopez-Littleton, and Annalisa Mitchell; and

WHEREAS, Seaside residents have role modeled the way to the highest levels of athletic achievements and became professional athletes includes NFL: Philadelphia Eagles: Rev. Dr. Herbert Hoover Lusk, II (the Praying Tailback), Ron Johnson (Wide Receiver), Anthony Toney (Tight End),

Pastor M. L. Carter (cornerback), as was Herman Edwards (Cornerback) who went on to become Head Coach for the New York Jets, Kansas City Chiefs, and Arizona State; and

WHEREAS, the National Pan Hellenic Council of Seaside, a coalition of African American sororities and fraternities, continues to organize events and provides scholarship money for youth throughout the Peninsula, and, beginning in 1986, Delta Sigma Theta Sorority, Inc. under the leadership of Bobbie McDaniel, partnered with the City of Seaside to establish the 1st Dr. Martin Luther King, Jr. (annual) remembrance march and recommitment ceremony "A Day on Not a Day Off", and for 15 years was coordinated by the late Don & Alice Jordan; and

WHEREAS, the Kiwanis Club of Seaside, formed in 1959, changed the face of Kiwanis by becoming the first predominately African American group, with Alice Jordan serving as the first female African American Lt. Governor of Division 43 (California, Nevada and Hawaii District); and

WHEREAS, a commemorative flag observing Black History Month will be flown at City Hall and Oldemeyer Center from sunrise on February 1 to sunset on February 28, 2024;

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim February 2024 as Black History Month in the City of Seaside and recognize the positive impact residents including those not listed, have made in our community and who strive to make Seaside a more diverse, equitable, and inclusive, supportive community for all, known for its historic legacy of racial diversity and on-going contributions to the regions overall quality of life.

*Ian N. Oglesby, Mayor
February 2024*



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Haroon Noori, Administrative Analyst II

DATE: February 1, 2024

**SUBJECT: ADOPT A RESOLUTION APPROVING AMENDMENTS TO THE
POLICIES AND PROCEDURES MANUAL FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

RECOMMENDATION

Adopt a resolution approving amendments to the policies and procedures manual for the community development block grant (CDBG) program.

BACKGROUND

The City of Seaside (City) is an entitlement city that receives a yearly Community Development Block Grant (CDBG) from U.S. Department of Housing and Urban Development (HUD) to carry out the Seaside CDBG Program (Program). Upon acceptance of each annual grant award, the City contractually agrees to implement the Program in accordance with the Housing and Community Development Act of 1974 and the related CDBG program regulations in 24 CFR Part 570. CDBG awards are also subject to the Uniform Administrative Standards for Federal Awards described in 2 CFR Part 200. As a recipient of CDBG funds, the City is required to adopt local program policies and procedures to help guide the administration of the City's CDBG program.

DISCUSSION

The City's CDBG Policies and Procedures manual, which was adopted in 2012, was last updated in 2017. On May 17, 2023, HUD provided a detailed monitoring report which outlined recommended changes to the City's CDBG Policies and Procedures Manual. City staff has revised the City's CDBG Policies and Procedures manual based on HUD's recommendations per the monitoring report. Some of the notable changes made to the manual include:

- Revised Introduction and Definitions

- Added Roles and Responsibilities
- Added Application Process and Evaluation Criteria
- Incorporated procurement provisions
- Incorporated Duplication of Benefits provisions
- Incorporated references to 2 CFR Section 200 and removed references to 24 CFR Sections 84 and 85.
- Incorporated CARES Act policies and procedures into the main CDBG Policies and Procedures Manual

FISCAL IMPACT

There is no fiscal impact associated with the adoption of this resolution.

ATTACHMENTS

1. Resolution - Revised CDBG Policies and Procedures Manual 2024
 2. DRAFT Seaside CDBG Program Policies and Procedures 2024
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**ADOPTING AMENDMENTS TO THE CITY OF SEASIDE COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM POLICIES AND
PROCEDURES MANUALS**

WHEREAS, The City of Seaside (City) is an entitlement city that receives a yearly Community Development Block Grant (CDBG) from U.S. Department of Housing and Urban Development (HUD) to carry out the Seaside CDBG Program (Program). Upon acceptance of each annual grant award, the City contractually agrees to implement the Program in accordance with the Housing and Community Development Act of 1974 and the related CDBG program regulations in 24 CFR Part 570. CDBG awards are also subject to the Uniform Administrative Standards for Federal Awards described in 2 CFR Part 200; and

WHEREAS, HUD requires each entity receiving CDBG funds to have a local program guideline and policies manual for administering said funds; and

WHEREAS, the City has adopted a CDBG Policies and Procedures manual which was last updated in 2017; and

WHEREAS, On May 17, 2023, the HUD provided a detailed monitoring report which outlined recommended changes to the City's CDBG Policies and Procedures Manual; and

WHEREAS, City staff has revised the City's CDBG Policies and Procedures manual based on HUD's recommendations per the monitoring report.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby adopt the revised CDBG Policies and Procedures Manual marked Attachment "1" and made a part hereof.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of February 2024, 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 TO FORM:



CITY OF SEASIDE, CA

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)

PROGRAM POLICIES AND PROCEDURES

REVISED ~~2017~~2024



City of Seaside,
440 Harcourt Avenue
Seaside, CA 93955-0810

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INTRODUCTION

The City of Seaside (City) is an entitlement city that receives a yearly Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD) to carry out the Seaside CDBG Program (Program). Upon acceptance of each annual grant award, the City contractually agrees to implement the Program in accordance with the Housing and Community Development Act of 1974 and the related CDBG program regulations in 24 CFR Part 570. CDBG awards are also subject to the Uniform Administrative Standards for Federal Awards described in 2 CFR Part 200.

The intent of the Program is to develop viable neighborhoods in Seaside by providing a suitable living environment and decent housing, principally for persons of low and moderate income. CDBG funds must be used for eligible activities that meet the national objectives of the CDBG Program.

The use of designated public agencies, subrecipients, or contractors does not relieve the City of its responsibility. The City is also responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts, and for taking appropriate action when performance problems arise.

This manual is effective February 1, 2024 and will remain in effect until updated or replaced. It can be revised to meet changes in federal regulations, actions of the City Council, or to meet administrative needs upon approval.

Purpose and Scope of This Manual

The purpose of the Seaside CDBG Program Policies & Procedures Manual (Manual) is to establish a framework that guides the administration of the Program.

The Manual is specifically designed to guide City staff and to help CDBG funded entities understand the requirements that apply to the use of such Federal funds for the delivery of the Program and its eligible activities. It provides an approach for making decisions, ensuring the Program is operated in

a fair and consistent manner, as well as providing all Program participants with an understanding of how the City manages the Program.

The guidance provided in this Manual applies to all CDBG funds awarded to the City and used by funded entities. The contents of this Manual are organized around the life cycle of an annual CDBG grant and its eligible activities or projects from initial planning through implementation to closeout. Use of the content follows the premise that CDBG program requirements can be satisfied through timely preparation, completion, and recording or filing of required documentation. These requirements encompass regulatory, performance, administrative, financial, compliance, and record keeping functions.

The information and materials within this Manual are subject to change as local policy and HUD rules and regulations change. Moreover, the Manual does not replace or amend any of the provisions included in any agreement executed between the City and its funded entities. Should there be any disagreement between the executed agreement and this Manual, the provisions contained within that executed contract, service level agreement, or memorandum of understanding (MOU) will take precedence.

Additionally, the policies and procedures contained in this Manual supersede any Program handbook or instructions, written or oral, issued previously. As part of the administration of the Community Development Block Program, the CDBG Coordinator will revisit this Manual annually to ensure it is current and relevant to the program. Any subsequent revisions will substitute and replace prior policy or procedure statements and become a part of this Manual.

For questions regarding this Manual, please contact the Seaside City CDBG Coordinator or the Community Development Director.

~~The CDBG program is a flexible program that provides communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at the Department of Housing and Urban Development (HUD). The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; **42 U.S.C. 5301**, et seq.~~

~~It is important to understand what you are reading. With HUD's many acronyms, we chose to put the definitions first.~~

DEFINITIONS

24 CFR Part 85 (the Common Rule): This rule provides that the grantee shall take affirmative steps to encourage contracting with small minority and female owned business enterprises when possible as sources of supplies, equipment, construction, and services.

Annual Action Plan (AAP): The AAP outlines the activities that will be undertaken during the program year to meet the goals stated in the City's 5-year Consolidated Plan (defined below).

Affirmatively Furthering Fair Housing (AFFH): AFFH is a legal requirement for local governments that receive federal grants to further the purposes of the Fair Housing Act by undertaking actions that combat discrimination, overcome patterns of segregation, and foster inclusive communities free from barriers that restrict access to housing.

Analysis of Impediments to Fair Housing Choice (AI): The AI is a comprehensive review of a community's laws and administrative policies and practices (both public and private), and an analysis of how they affect the location, availability, and accessibility of housing choice for various protected classes (e.g. race, color, religion, sex, disability, familial status, or national origin). The AI is required to be updated every five years in conjunction with the Consolidated Plan.

Citizen Participation Plan (CPP): The Citizen Participation Plan (CPP) outlines the procedures the City will undertake to ensure public involvement during the development of the City's Consolidated Plan and Annual Performance Report, and Analysis of Impediments to Fair Housing Choice.

Community Development Block Grant (CDBG): The CDBG program provides formula grants to create viable urban communities by providing decent housing, suitable living environments and expanded economic opportunities, principally for low and moderate-income persons.

Consolidated Annual Performance Evaluation Report (CAPER): The CAPER provides the federal government, Congress and the public with necessary information to assess the City's progress in meeting its CDBG program goals.

Consolidated Plan: The Consolidated Plan is prepared by the grantee in accordance with 24 CFR Part 91, and describes needs, resources, priorities and proposed activities to be undertaken with respect to CDBG program. An approved Consolidated Plan is one which has been approved by HUD.

Contractors: A contractor is an entity paid with CDBG funds in return for a specific service (e.g., construction). Contractors must be selected through a competitive procurement process based on the City's procurement standards.

Copeland Anti-Kickback Act: Makes it a criminal offense for a person to induce anyone employed in the construction, completion, or repair of any public building, public work, or building, or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which the employee is otherwise entitled. The Act also regulates payroll deductions, specifies methods of paying wages to covered employees, and requires the submission of weekly payrolls in conjunction with statements of compliance by all contractors in a format that meets the requirements of 29 CFR Section 5.5.

Davis-Bacon Act: The Act is triggered when construction work over \$2,000 is financed in whole or in part with CDBG funds. It requires that workers receive no less than the prevailing wages being paid for similar work in the same area.

Department of Housing and Urban Development (HUD): HUD is the federal agency that oversees the CDBG program, among various other programs. HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all.

Displacement: The relocation of individuals from their residences resulting from housing development and rehabilitation activities paid for by federal funds.

Draw down: Refers to the process of requesting and receiving CDBG funds. Grantees draw down funds from a line of credit established by HUD, while sub recipients draw down funds from the grantee.

Eligible Activity: Activities that may be supported in whole or in part with CDBG funds as defined in the Code of Federal Regulations Title 24.

Entitlement Community: A metropolitan city or urban county entitled to receive a formula allocation of CDBG funds.

Executive Order 11063: This Executive Order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with Federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal government.

Executive Order 11246: This Executive Order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against based on race.

Executive Order 11259: This Executive Order provides that the administration of all Federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.

Executive Order 12372: This Executive Order is a special contract condition prohibiting the use of funds for planning or construction of water or sewer facilities until receipt of written notification from HUD.

Grantee: Each entitlement community, or grantee, administers its local CDBG program in accordance with program requirements.

Household: All the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any groups of related or unrelated persons who share living arrangements.

Income: Adjusted gross income as defined by the IRS Form 1040.

Limited Clientele: Persons (or groups of persons) who are presumed to be principally LMI, according to HUD. These include: abused children, battered spouses, elderly persons (age 62 and over), adults meeting the Bureau of the Census' definition of severely disabled, homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers.

Low and Moderate Income: Low and moderate income (LMI) means family or household annual income less than the Section 8 Low Income Limit, generally 80% of the area median income, as established by HUD.

Low-Income Household/Family: A household/family having an income equal to or less than the Section 8 Very Low-Income limit (50% of the area median income) as established by HUD.

Moderate-Income Household/Family: A household/family having an income equal to or less than the Section 8 Low Income limit (80% of area median income) established by HUD, but greater than the Section 8 Very Low-Income Limit (50% of area median income) established by HUD.

Public Services Grant: General Funds made available by the Seaside City Council to grant to local non-profit organizations that provide direct social and human services to low- and moderate-income City residents.

Restoration Act of 1987: This Act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives Federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in a program or activity which does not directly benefit from such assistance.

Section 109 of Title 1 of the Housing and Community Development Act of 1974: This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title I of the Act.

Section 3 of the Housing and Urban Development Act of 1968, as amended: Requires the provision of opportunities for training and employment that arise through HUD-financed projects to lower-income residents of the project area, to the greatest extent feasible and consistent with Federal, State and local laws and regulations. Also required is that contracts be awarded to businesses that provide economic opportunities for low- and very low-income persons residing in the area. Amendments to Section 3 in 1992 included requirements for providing these opportunities in contracts for housing rehabilitation, including lead-based paint abatement, and other construction contracts.

Section 109 of Title I of the Housing and Community Development Act of 1974: Requires that no person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded with CDBG funds on the basis of race, color, religion, national origin, or sex.

Section 504 of the Rehabilitation Act of 1973: It is unlawful to discriminate based on disability in federally assisted programs. This section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.

Subrecipient: An entity that assists the grantee to implement and administer its program. Sub recipients are generally nonprofit organizations that assist the recipient to undertake one or more activities on behalf of the grantee, such as a home rehabilitation. Sub recipients are also referred to as sub grantees.

The Age Discrimination Act of 1975: This Act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving Federal funding assistance. Effective January 1987, the age cap of 70 was deleted from the laws. Federal law preempts any State law currently in effect on the same topic including: KRS 18A.140; KRS 344.040; 101 KAR 1:350 Paragraph 11; 101 KAR 1:375 Paragraph 2(3); 101 KAR 2:095 Paragraphs 6 and 7.

The Americans with Disabilities Act of 1990 (ADA): This Act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against “a qualified individual with a disability” in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment. Kentucky adopted this Act in 1992 with the enrollment and passage of Senate Bill 210.

The Equal Employment Opportunity Act: This Act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in Federal court against private sector employers after the EEOC has investigated the charge, found “probable cause” of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings Federal, State, and local governments under the Civil Rights Act of 1964.

The Fair Housing Amendment Act of 1988: This Act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand of the Justice Department jurisdiction to bring suit on behalf of victims in Federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age 55 or older.

The Housing for Older Persons Act of 1995 (HOPA): Retained the requirement that the housing must have one person who is 55 years of age or older living in at least 80 percent of its occupied units. The Act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 and older.

The Immigration Reform and Control Act (IRCA) of 1986: Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9).

The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978: This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of Federal laws prohibiting discriminatory employment.

The Vietnam Era Veterans’ Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002): This Act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

Title VI of the Civil Rights Act of 1964: This Act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving Federal financial assistance.

Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act): This Act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promotes fair housing.

~~Area Benefit available to all the residents in a particular area, in which at least 51% of those residents are low/mod income persons:~~

~~Buildings for the general conduct of government — includes city halls, county administrative buildings, State capitol or office buildings or other facilities in which the legislative, judicial or general administrative affairs of the government are conducted. Such term does not include such facilities as neighborhood service centers or special purpose buildings located in low and moderate income areas that house various non-legislative functions or services provided by government at decentralized locations:~~

CDBG funds—means Community Development Block Grant funds, including funds received in the form of grants under ~~subpart D, E, or 570.405~~ of this part, funds awarded under section ~~108(q)~~ of the Housing and Community Development Act of 1974, loans guaranteed under ~~subpart M~~ of this part, urban renewal surplus grant funds, and program income as defined in ~~570.500(a)~~.

CPD—means the U.S. Department of Housing and Urban Development's Office of Community Planning and Development.

Citizen Participation Plan—A plan that must be developed by all Participating Jurisdictions to describe and document efforts that will be undertaken to provide for and encourage citizens to participate in the development of the Consolidated Plan, any substantial amendments to the Consolidated Plan, the Annual Plan and the performance report.

City Departments—A City Department is any department or division of the City of Seaside with a specialized function and/or responsibility to the principal branch of the official business, duties, or functions of the City.

Commercial building—means any building other than a residential building, including any building constructed for industrial or public purposes

Community Development Advisory Committee (CDAC)—a five (5) member committee of Seaside citizens approved by the Seaside City Council who broadly represent the diversity of the community. Insofar as practical, the committee includes residents of low- and moderate-income areas. General duties of the Community Development Advisory Committee include: (1) Holding neighborhood planning meetings to solicit community input and assess needs; (2) Assist in the assessment and determination of community needs at both citywide and neighborhood levels and in the development of realistic goals and objectives to meet these needs; (3) Assist in the evaluation and recommendation of proposals from community organizations requesting funding and assistance; (4) ——— Assist in the development of specific project proposals for community development in the Consolidated Plan; (5) Assist in the development of goals for housing assistance by type and location and make recommendation to the City Council; (6) Assist in the monitoring of current program activities and the evaluation of past program performance; (7) Assist in the implementation of the CDBG program and any modifications as determined by community assessment and HUD program requirements.

Community Development Block Grant Program (CDBG)—A Federal program created under the Housing and Community Development Act of 1974. This program provides grants funds to local and State governments to be used to develop viable urban communities by providing decent housing with a suitable living environment and expanding economic opportunities to assist low- and moderate income residents.

City of Seaside Consolidated Plan—A document written by the local government through the IDIS software, as required by HUD. The plan describes the housing and non-housing needs of the low- and moderate-income residents, outlining strategies to meet the needs and listing all resources available to implement the strategies. This document is required to receive HUD Community Planning and Development funds.

Entitlement amount—means the amount of funds, which a metropolitan city is entitled to receive under the Entitlement grant program, as determined by formula set forth in Section 106 of the Act.

Faith-Based and Religious Organizations—A faith-based / religious organization represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization.

General Public—means pertaining to, or affecting a population or a community as a whole.

Grantee—means the State or other local entity named in the notice of grant award as the recipient.

Governmental Entities (Other/Local)—A department, agency, special purpose district, or other instrumentality of a State or local government.

Integrated Disbursement and Information System (IDIS)—IDIS is the electronic draw-down and reporting system for the CDBG Program.

Lease—means an agreement between the entity/applicant and property owner, giving rise to the relationship of lessor and lessee for the use of real property for a specified term of at least one year or longer under the conditions set forth in the lease document.

Limited Clientele—a specific group of people (i.e., senior citizens or the homeless), at least 51% of who are low/mod income persons. Services qualifying under this category serve a specific clientele, rather than providing service to all the persons in a geographic area.

Low Income—means a household whose income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for smaller or larger families. HUD may establish income ceilings higher or lower than eighty percent 80% of the median for the area median on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes.

Low- and moderate-income household means a household having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose. Please refer to the current Income Limits attachment included in this document.

Low- and moderate-income person is defined as a member of a family having an income equal to or less than the Section 8 low-income limit established by the U.S. Department of Housing and Urban Development. Please refer to the current Income Limits attachment included in this document.

National Objectives—the aims, derived from national goals and interests, toward which a national policy or strategy is directed and the efforts and resources are applied.

Neighborhood Based Non-Profits—An organization is considered to be neighborhood based if the majority of either its membership, clientele, or governing body are residents of the neighborhood where activities assisted with CDBG funds are to be carried out.

Neighborhood Planning Meeting—The Seaside Community Development Advisory Committee (CDAC) will collaborate with residents, business people, and other community stake holders to create the City of Seaside Annual Action Plan, as directed by the City Council and the City of Seaside Five-Year Consolidated Strategic Plan. The goal of this effort is to create a shared vision of the future development of the community and to set policies and guidelines to implement that vision.

Nonprofit organization—means any nonprofit organization (including a State or locally chartered, nonprofit organization) that:

- Is organized under State or local laws;
 - Has no part of its net earnings to the benefit of any member, founder, contributor, or individual;
 - Has a functioning accounting system that is operated in accordance with generally accepted accounting principles, or has designated an entity that will maintain such an accounting system; and
 - Has among its purposes significant activities related to providing services or housing to economically disadvantaged persons.
- A non-profit organization must have its 501(c)(3) or (4) IRS tax-exempt status at the time of submission of the Application for Funding.

Notice of Funds Availability (NOFA)—means an announcement of the availability of CDBG grant funding, awarded on a competitive basis, which is intended to make grant funds available to eligible entities who serve the citizens of Seaside for the purpose of enhancing the City's ability in implementing a shared vision of community development for the community.

Person with disabilities—means a household composed of one or more persons, at least one of whom is an adult, who has a disability.

Property—means real property consisting of vacant land or buildings, or a portion thereof; one or more buildings on an undivided lot or on contiguous lots or parcels, which are commonly owned and operated as one rental, cooperative, or condominium project.

Public building—means any building, which is open to the public during normal business hours.

Public Service Agencies—A public service agency is an association or corporation, duly organized to promote and undertake community development activities on a **not for profit** basis within a neighborhood or community.

Rehabilitation—means the labor, materials, tools, and other costs of improving buildings, other than minor or routine repairs.

Renovation—means rehabilitation that involves costs of 75 percent or less of the value of the building before rehabilitation with City of Seaside CDBG funds.

Residential building—means any building, which is constructed for residential occupancy.

Subrecipient—A public agency or nonprofit organization selected by a participating jurisdiction to administer a portion of the grantee's CDBG funds.

Supportive Services—Services provided to citizens to facilitate independence. Examples include case management, medical or psychological counseling and supervision, childcare, transportation, and job training.

Total Development Cost—The sum of all costs for site acquisition, relocation, demolition, rehabilitation, construction and equipment, interest, and carrying charges.

~~**Transitional housing** means a project that has as its purpose facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.~~

~~**UNIT** is considered to be:~~

~~~**PERSONS** for Public Services Applications and Code Enforcement Applications~~

~~~**ONE (1)** for each Acquisition, Facility Improvement/Rehabilitation, Clearance/Demolition~~

~~~**ONE (1)** household for Housing Construction, Homeownership Assistance, Handicapped Accessibility~~

~~~**ONE (1)** for Economic Development LOAN-Commercial Rehab~~

~~**Urgent Need** is part of an activity designed to alleviate existing conditions and the grantee certifies that those conditions are a serious and immediate threat to the health and welfare of the community; they are of recent origin or recently became urgent, the grantee is unable to finance the activity on its own and other sources of funds are not available~~

~~**Value of the building** means the monetary value assigned to a building by an independent real estate appraiser, or as otherwise reasonably established by the grantee or the State recipient.~~

ROLES AND RESPONSIBILITIES

City Council: The Mayor and Councilmembers comprise the nonpartisan City Council, and are elected at large. Under the City Charter, City Council's duties include: approval of the City budget and financial oversight of the City. The City Council has the power to adopt ordinances and resolutions, make appointments to advisory boards, establish policy and approve programs, act on recommendations of City staff, appropriate funds, approve contracts, and respond to concerns and needs of residents.

The City Council reviews and adopts the City's ConPlan, AI and AAP activities, and authorizes City staff to administer the programs.

City Manager: The City Manager reports directly to the City Council and provides for the management of all affairs of City government and services, as well as oversight and direction of all City departments. The City Manager is the City's representative authorized to sign the necessary documents required by HUD.

Community Development Department (CDD) staff: The CDD staff are responsible for the day-to-day coordination and administration of the CDBG. The administrative policies for the City's CDBG program are outlined in the CDBG Policies and Procedures, which can be found at www.ci.seaside.ca.us/CDBG.

Community Development Advisory Committee (CDAC): CDAC members are appointed by the Seaside City Council and serve in an advisory capacity to the City Council, City Manager, and CDD staff on policy issues related to HUD's Consolidated Plan and the allocation of CDBG funds. The

CDAC's charge includes advocating for low- and moderate-income Seaside residents for housing and community development needs and assuring resident input in determining the use of funds. The CDAC coordinates its efforts with neighborhood-based organizations to increase participation by low- and moderate-income households.

CDAC meetings are called as needed. CDAC meetings are noticed in accordance with the Brown Act and are open to the public. Additional information regarding CDAC can be found in the CDAC Membership Guide, which is available at www.ci.seaside.ca.us/CDBG.

Community Development Director/Economic Development and Community Planning Manager

- Provides departmental authorization on all CDBG budgets, contracts, and payments
- Coordinates the development of all plans and all required federal financial ~~reports~~ reports.

Submit SF-425 every quarter, no later than 30 calendar days after the last day of a calendar year quarter. Submit every quarter, regardless of whether expenses were included or not once the project has begun. All lines must be completed (enter 0.00 or N/A). If expenses have not yet been incurred during the life of the grant, report a zero cumulative total. If delinquent in prior period reporting, once the project has begun or at least one report has been submitted, submit delinquent report for each quarter. Instructions on how to fill out a SF-425:

DUE DATES

- FFRs are required to be submitted quarterly, semi-annually, or annually depending on the grant type and applicable program requirements.
- FFRs must be submitted to your respective GTR no later than 30 days after the end of the reporting period; (3/31, 6/30, 9/30, or 12/31).
- Final FFRs must be submitted no later than 90 days after the Period of Performances end date.
- Performs both short and long-range planning
- Directs the operational objectives ensuring administrative controls, policies and procedures to ensure efficiency of the CDBG program
- Reviews legislative proposals to evaluate impacts on CDBG programs, projects, and activities
- Assists with the development of the Annual Action Plan, CAPER, and Consolidated Plan
- Exercises direct supervision over a group of operating divisions, including the Housing and Community Development Division

- Oversees the forecasting, preparing, and administering of CDBG administrative and programmatic budgets and monitors and controls expenditures
- Ensures objectives and goals are accomplished in accordance with Consolidated Plan priorities and CDBG timeliness requirements and other funding conditions
- Review City and IDIS management reports for indications of performance issues
- Approves draw vouchers in IDIS
- Manages the Consolidated Plan and Annual Action Plan processes, including the implementation of the Citizen Participation Plan and NOFA processes
- Reviews internal and external Part 58 environmental reviews for accuracy and completeness; Life of an environmental review is 5 years from the start of the project or the new cycle of the consolidated plan, whichever occurs first. Environmental reviews are ~~and forwards~~ forwarded to ~~to~~ the Certifying Officer following a determination of compliance
- Oversees the implementation of the compliance monitoring policies and ~~procedures~~ procedures.

Community Development Administrative Analyst

- Serve as point person for setting up CDBG activities, funding, and entering accomplishment and other data into IDIS
- Coordinates with the CAO to prepare Subrecipient Agreements and provides the CAO with a scope of work, budget and other exhibits for the Subrecipient Agreement on assigned projects.
- Coordinate insurance review with Risk Management Division
- After conducting an allowed cost review, provides initial authorization for all reimbursement payments on assigned projects and submits payment requests to Community Development Manager for review
- Conducts on-site monitoring and desk reviews on assigned projects
- Receipts CDBG program income and other grant related receipts
- Creates draw vouchers in IDIS
- Actively assists the Community Development Manager in reconciling Incode and IDIS
- Responsible for the receipting of CDBG program income, grant accounting, and related accounting functions
- Provides audit and financial management services for CDBG
- Manages and coordinates the business functions including CDBG financial management, contract administration, and grant analysis

- Manages and coordinates CDBG grant accounting functions including personnel expenditure reports, collection and retention of certified full tour of duty timesheets by payroll period
- Reviews, corrects and forwards to the Community Development Manager subrecipient reimbursement requests (invoices) and IDIS draw packets with supporting documents
- Coordinates activities with other City departments and with outside agencies and community groups and public officials to coordinate and implement the CDBG program
- Monitors CDBG funded activities in accordance with the CDBG monitoring plan
- Works with implementing departments to prepare the HUD Contracting and Subcontracting Report, the Davis Bacon Report and the Section 3 Report; submits reports to the Community Development Manager for review

OVERVIEW OF ALLOCATION OF CDBG PROGRAM FUNDS

Through a direct allocation from HUD, the City of Seaside annually receives Community Development Block Grant (CDBG) Program funds. With receipt of these funds and in keeping with the CDBG Program laws and regulations, the City of Seaside is allowed to allot its allocation in the following manner:

- **maximum of twenty percent (20%)** of the annual allocation, including current year program income, for eligible and reasonable planning and administrative costs associated with the CDBG Program.
- **maximum of fifteen percent (15%)** of the annual allocation, including prior year program income, may be reserved for **public service** activities undertaken by **eligible entities**.
- **remaining funds** are available for other, non-public service type, **eligible activities** to be undertaken by **eligible entities**.

The funding cycle is consistent with the state fiscal year – July through June therefore, preparation begins in the winter with final funding approval in the summer.

City of Seaside CDBG funds are allocated through a competitive process, with citizen participation, the cornerstone of the CDBG program, as outlined in the City's Citizen Participation Plan.

A DETAILED PLAN FOR CITIZEN PARTICIPATION (SCPP)

A CDBG **grantee** must develop and follow a detailed plan, which provides for, and encourages, citizen participation and which emphasizes participation by persons of low, or moderate-income, particularly residents of predominantly low and moderate-income neighborhoods, slum or blighted areas, and areas in which the grantee proposes to use CDBG funds. The plan is referred to as the City of Seaside Citizen Participation Plan (SCPP).

The plan must:

- provide citizens with reasonable and timely access to local meetings, information, and records related to the grantee's proposed and actual use of funds;

- provide for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance;
- provide for timely written answers to written complaints and grievances; and
- identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

The City of Seaside developed a Citizen Participation Plan (SCPP) that describes how the City will involve citizens in the planning, implementation and assessment of the use of its CDBG Program. The City of Seaside's most recent Citizen Participation Plan (SCPP) was ~~developed by the City's Resource Management Services Department under the guidance and requirements of 24 CFR Part 91.105 and complying with Section 104(a)(3) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(A)(3)) and was approved by the Seaside City Council on January 19, 2012 in December 2022, with updates as needed to adapt to adjustments to the program.~~

The City's Citizen Participation Plan (CPP) that sets forth the City's policies and procedures for citizen participation in the development of the Consolidated Plan and the other aforementioned HUD-mandated documents. The citizen participation process outlined in this plan was developed in accordance with Federal regulations 24 CFR 91.105, and requires outreach, public hearings, community meetings, and opportunities for comment. The plan provides for citizen input and emphasizes participation by low- and moderate-income residents, particularly residents of predominantly low- and moderate-income neighborhoods, regional stakeholders and Continuums of Care, and residents of areas in which the City proposes to use CDBG funds. It also outlines the practicable procedures to handle complaints from residents regarding its Consolidated Plan and other HUD-mandated documents.~~The SCPP was developed to provide for and encourage citizen's involvement, particularly those living in slum and blighted areas and in areas where CDBG funds are proposed to be used. Residents of predominately low and moderate income neighborhoods, are encouraged to participate in the development of the Consolidated Plan, any substantial amendments to the Consolidated Plan and the annual evaluation and performance report (CAPER). The SCPP also provides for appropriate actions to encourage the participation of all citizens, including minorities and non-English speaking persons, as well as persons with disabilities. Additionally, the SCPP provides for, in conjunction with the Monterey County Housing Authority, the participation of public and assisted housing development residents. Furthermore, the SCPP also establishes a reasonable opportunity for citizens to comment on changes to the Citizens Participation Plan and the Consolidated Plan and makes them available, on request, in a format accessible to persons with disabilities.~~

Annually, the City conducts Neighborhood Planning Meetings to receive input from citizens and community organizations regarding the annual allocation and expenditure of CDBG funds. Notices of the neighborhood planning meetings is published in the Monterey County Weekly and posted on public bulletin boards throughout the community. The meetings are conducted by the Seaside Community Development Advisory Committee and City of Seaside staff. The Neighborhood Planning Meetings are held at designated locations within the community to receive suggestions from citizens for projects/programs and to obtain the citizens views. Written and oral suggestions are accepted, presented, and discussed. General information is also provided at the meetings as either a form of brochures/handouts and or an audio/visual presentation with translation in Spanish or

interpreted by a Spanish speaking person. All persons attending the meetings will be registered and minutes of the meetings will be recorded.

CDBG ALLOCATION PROCESS

The process begins with **Neighborhood Planning Meetings**, followed by the publication of a **Notice of Funds Availability (NOFA)** and requests for proposals for **eligible activities** from **eligible entities**. The process continues with presentation of proposed **eligible activities** (projects/programs) by **eligible entities** to the Community Development Advisory Committee (CDAC). CDAC prioritizes the proposals in accordance with the **National Objectives** and **eligible activities** that will benefit low- and moderate-income persons through **Area Benefit, Limited Clientele**, or by **Urgent Need**. CDAC prepares their recommendations and presents those priority proposals, through two Public Hearings, to the Seaside City Council. Upon Council approval, the proposed projects/programs/ activities are submitted to HUD for final approval, which is generally granted in the summer. City of Seaside Staff prepares and executes grant agreements and the approved proposals from eligible entities can begin their project/program/activity.

All proposals submitted for funding must:

- be made by an eligible entity;
- meet the criteria of an eligible activity;
- meet one of the CDBG National Objectives;
- comply with performance measurements;
- comply with project timelines;
- be consistent with the current City of Seaside Consolidated Plan; and
- be approved by City Council and HUD.

Each of the above requirements is outlined below.

CDBG APPLICATION PROCESS

The City uses City Data Services (CDS) (www.citydataservices.net) platform for CDBG grant management. CDS is used for receipt of applications, maintenance of key documentation, quarterly expense and activity reports tracking, quarterly reporting ~~and~~submittals and accomplishment data collection.

The City shall reject incomplete applications or applications that are hand-delivered, mailed, faxed or e-mailed. Once submitted, applications may not be amended, unless the amendment has been requested by the City. Applicants must ensure all required documents in PDF format are uploaded to the City's grants portal. After the application submittal deadline, City staff may request clarifying information to make sure the application is complete and accurate and meets federal eligibility requirements. Applications requiring changes will be returned to draft status for correction. No Applicant may appeal the Department's evaluation of another Applicant's application.

EVALUATION PROCEDURES AND CRITERIA

City staff will determine which proposals are responsive to meeting NOFA's documentation requirements. Please note that there will be no opportunity to submit missing documentation. Incomplete proposals will be disqualified. The technical portions of responsive proposals will be scored on average, and ranked by a review panel consisting of City staff and Community Development Advisory Committee (CDAC) members. Applicants may be asked to participate in a conference call interview or site visit. The interview will not alter the selection criteria but will be used to clarify issues in the proposals. A minimum average score of 70 points is needed for grant award.

City staff will make grant award recommendations to the highest ranked proposals based on availability of CDBG public service funds. Partial grants will not be awarded. City staff will present a ranked list to CDAC to obtain their funding recommendation to City Council. CDAC is the City's advisory board for CDBG public service and public facilities and infrastructure activities. CDAC has the authority to make formal recommendations to the City Council regarding project selection. During a public hearing, City staff will present the CDAC's recommendation and the staff recommendation to City Council for grant approval.

The competitive selection evaluation criteria are as follows:

| <u>Criteria</u> | | <u>Maximum Points</u> |
|-----------------|---|-----------------------|
| <u>1.</u> | <u>Project Description and Activity Scope</u> | <u>20 pts</u> |
| <u>2.</u> | <u>Service Benefit</u> | <u>30 pts</u> |
| <u>3.</u> | <u>Outcome</u> | <u>10 pts</u> |
| <u>4.</u> | <u>Administrative</u> | <u>20 pts</u> |
| <u>5.</u> | <u>Budget and Cost Narrative</u> | <u>20 pts</u> |
| <u>6.</u> | <u>Bonus: Priority Project</u> | <u>5 pts</u> |
| <u>Total</u> | | <u>105 Points</u> |

1. Project Description and Activity Scope (20 Points)

➤ Project Eligibility (max 10 points)

- a) New Program: Describe the project to be carried out with the requested grant, how it is organized, the program objectives, and location of where services will be provided. OR
- b) Expand Existing Program: Describe the project as it is currently implemented, how it is organized, program objectives, how many unduplicated persons/household served in the past 12 months (include racial demographic percentage estimates), any program hardships you have experienced, and the location(s) of where services are

provided. Lastly, describe how the program will be expanded to more persons and/or services.

➤ **Program Approach (max 10 points)**

Summarize the program approach from beginning to end, on a quarterly basis. Provide details of what a typical program week of activities would look like. Include social distancing/contactless measures that are planned.

2. Service Benefit (30 Points)

- a) Describe the clients that will be targeted for the program (include racial demographic percentage estimates), and outreach efforts. Identify the unduplicated amount of clients to be served by the program for the year, and what is considered to be a received unit of service for a typical client.
- b) Describe the program's client intake process. Also, identify what client information is collected and maintained. Describe the program's client tracking process (i.e. client visits, identification of new clients, and confirming unduplicated data).
- c) Cost per Accomplishment: The requested award amount divided by the # of unduplicated clients to be served for the program year =
- d) Identify the percentage (%) of low/moderate income persons to be served from the project by choosing one option below:
 - 100% for Persons Living in CDBG Census Tracts (LMC Nature & Location); or
 - 100% for Low/Moderate Income Clients (LMC Exclusive); or
 - 100% for Presumed Groups; or
 - At least 51% for Low/Moderate Income Clients (LMC)

3. Outcome (10 Points)

- a) Provide a clear description of each outcome goal of the program. Support each outcome with qualitative and quantitative measurement methods.
- b) Choose one of the CDBG outcomes (Availability/Accessibility, Affordability, or Sustainability), and describe how the program will work towards it.

4. Administrative Capacity (20 Points)

- a) Summarize the organization's background and staff experience with the proposed or similarly federally-funded project. The City will take into account any monitoring reports from previously CDBG-funded projects that the proposer received from the City in the last 5 years. Also explain whether the agency has sufficient funds to sustain the program for a minimum of three months until reimbursement of expenditures is

received. Include in the Supporting Documentation section the agency's reserve statement, which may include cash and/or credit reserves.

b) Identify three (3) different staff persons by name, title and e-mail for the following:

- Primary contact (program oversight and submits quarterly reporting)
- Financial Preparer (prepare financial reimbursement requests)
- Agency Approver (approves submissions of financial reimbursement requests to the City)

Also, identify what professional services the agency will contract out for the proposed project, if any, to be covered by CDBG.

c) Describe the financial system utilized by the agency, including details on how CDBG funds will be tracked separately from other funding sources as it pertains to personnel and non-personnel costs. In addition, describe the agency's purchasing procedures (procurement).

5. Budget and Cost Narrative (20 Points)

- a) Provide a detailed project budget identifying total activity cost for the use of proposed funding and all other leveraged funds. Identify what cost will be covered by CDBG and what will be covered by any leverage funds.
- b) Provide commitment, award or pledge letter(s) for all leveraged funding for the proposed project.
- c) Provide a budget narrative with a detailed explanation of each CDBG line item in the project budget. Include a job description for each personnel position as it pertains to the proposed project.

6. BONUS: Priority Project (5 Points)

Proposed projects that properly meet one of the top five priorities will receive 5 bonus points.

APPEALS

The City of Seaside has established the following appeals policies and process for the CDBG program.

Appeal Subjects and Jurisdiction

- A. Director Decision. A determination or decision by the Director or department staff may be appealed to the CDAC.
- B. CDAC Decision. A decision by the CDAC may be appealed to the Council.

- C. A decision by the Council, CDAC, Director may be submitted to the federal Department of Housing and Urban Development Office of Community Planning and Development (HUD) for review and comment.

Filing and Processing of Appeals

A. Eligibility

An appeal in compliance with this section may be filed by any aggrieved person; except that in the case of a decision that followed a public hearing, an appeal may only be filed by a person who, in person or through a representative, appeared at the public hearing in connection with the decision being appealed, or who otherwise informed the City in writing of the nature of their concerns before the hearing.

B. Timing and Form of Appeal

An appeal shall be submitted in writing within seven calendar days of the date of the decision. The appeal shall state the pertinent facts and the basis for the appeal. Appeals addressed to the CDAC shall be filed with the department; appeals addressed to the Council shall be filed with the City Clerk.

Matters addressed to HUD shall be filed with the HUD San Francisco Field Office:

~~Maria Gremer, Director~~
~~Community Planning and Development Division~~
U.S. Department of Housing and Urban Development
San Francisco Regional Office – Region IX
One Sansome Street-Suite 1200
San Francisco, CA 94104-4430

C. Report and Scheduling of Hearing

When an appeal has been filed with the City, the director shall prepare a report on the matter, and schedule the matter for a public hearing by the appropriate review authority identified above. Notice of the hearing shall be provided, and the hearing shall be conducted in compliance with Chapter 17.68 of the Municipal Code (Public Hearings). Any interested party may appear and be heard regarding the appeal.

D. Decision

At the hearing, the appeal body may consider any issue involving the matter that is the subject of the appeal ("de novo"), in addition to the specific grounds for the appeal. The review authority may:

- 1) Affirm, 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; or
- 2) Disapprove the action approved by the previous review authority.

In the event of a tie vote by the appeal body, the decision being appealed shall stand.

If new or different evidence is presented on appeal, the CDAC or Council may refer the matter to the previous review authority (i.e., director, or CDAC, as applicable), for further consideration.

The appeal body shall render its decision on the appeal within thirty days of the initial public hearing, unless the matter is continued for good cause.

Should HUD respond, HUD's opinion and any direction will be considered by the appropriate review body.

E. Effective Date of Appeal Decision

- 1) CDAC Decision. A decision by the CDAC is effective seven days after the date of the decision when no appeal of the decision has been filed with the Council.
- 2) Council Decision. A decision by the Council is final and shall be effective on the date of the decision.
- 3) HUD Decision. Should HUD respond and provide an opinion, the effective date shall be the date of the letter from HUD.

ELIGIBLE ENTITIES

Eligible entities of the City of Seaside Community Development Block Grant Funds (CDBG) are those entities that qualify according to **24 CFR 570.500(C).**

Eligible entities include:

- **Public Service Agencies** - A public service agency is an association or corporation, duly organized to promote and undertake community development activities on a **not for profit*** basis within a neighborhood.
- **Neighborhood Based Non-Profits** - An organization is considered to be neighborhood based if the majority of either its membership, clientele, or governing body are residents of the neighborhood where activities assisted with CDBG funds are to be carried out.
- **Faith-Based and Religious Organizations** - A faith-based / religious organization represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization.
- **City Departments** – A City Department is any department or division of the City of Seaside with a specialized function and/or responsibility to the principal branch of the official business, duties, or functions of the City.
- **Other (local) Governmental Entities** - A department, agency, special purpose district, or other instrumentality of a State or local government.

***A non-profit organization must have its 501(c)(3) or (4) IRS tax-exempt status and in good standing with the State of California, at the time of submission of the Application for Funding.**

NATIONAL OBJECTIVES – A PROGRAM PRIORITY

HUD awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services. Entitlement communities develop their own

programs and funding priorities through the **citizen participation** process. However, grantees must give maximum feasible priority to activities, in which the **beneficiaries** are **low- and moderate-income persons**. A grantee may also carry out activities, which aid in the prevention or elimination of slums or blight. Additionally, grantees may fund activities when the grantee certifies that the activities meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs (Example: public services provided to deal with major catastrophes or emergencies such as floods and earthquakes.).

To be considered for CDBG funding from the City of Seaside, a project/program must meet one (1) of the three (3) National Objectives:

- benefit low and moderate (L/M) income persons; or
- aid in the prevention or elimination of slums or blight; or
- meet other community development needs that the Seaside City Council has established as having a particular urgency because existing conditions pose a serious immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

CDBG funds may not be used for activities that do not meet one of these broad national objectives.

ELIGIBLE ACTIVITIES

Each year, not less than 70 percent of CDBG funds must be used for activities that benefit low- and moderate-income persons. In addition, each activity must be conducted within the corporate city limits of Seaside, serve the citizens of Seaside, and meet *one* of the National Objectives for the CDBG program.

Eligible activities include, but are not limited to:

- acquisition of real property;
- relocation and demolition;
- rehabilitation of residential and non-residential structures;
- construction, development, or improvement of public facilities and/or facility improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes;
- public and human services that are a new service; or an existing service that will deliver a quantifiable increase in the level of service that has been provided by the agency during the past year. The “quantifiable” increase will equate to a 15% increase in people/households assisted;
- activities relating to energy conservation and renewable energy resources;
- provision of assistance to profit-motivated businesses to carry out economic development and job creation/retention activities;

- preservation and expansion of the stock of decent, safe and affordable housing to the low and moderate income populations; and
- economic development activities to increase the economic viability of low and moderate income neighborhoods and expand the opportunities for low and moderate income persons to obtain and retain meaningful employment.

CDBG funds can also be used by the grantee or other public or private **non-profit** entity for the acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, except for buildings for the general conduct of government, provided the improvements meet a national objective of the CDBG program. Reference **24 CFR 570.201(C)**

PROJECT ~~TIME LINES~~ TIMELINES

Communities that receive entitlement funds from the CDBG program are required to use their funds in a timely manner. HUD will consider an entitlement community to be failing to carry out its CDBG activities in a timely manner if, the amount of entitlement grant funds available but not disbursed by the U.S. Treasury is more than 1.5 times the entitlement grant for its current program year. Reference 24 CFR § 570.902 (a) The City of Seaside will be assessed in March and April of each program year.

Therefore, the City of Seaside has established a specific length of time for completion of each activity in order to avoid forfeiture of the CDBG funding from HUD.

The following represents the maximum time line allowed for each type of project/program/activity:

| <u>MUST</u> be completed within the fiscal year funded
(July 1 to June 30) | <u>MUST</u> be completed within 18 months beginning the first day of the fiscal year funded with completion not later than 18 months after initial funding. | <u>MUST</u> begin no later than three (3) months from the first day of the fiscal year funded (October 1), with full project completion within 18 months after initial funding. |
|---|---|--|
| <ul style="list-style-type: none"> ● Acquisition of Real Property ● Clearance, Relocation, and Demolition ● Public Services ● Code Enforcement (Administration) ● Homeownership Assistance | <ul style="list-style-type: none"> ● Public Facilities and or Facility Improvements ● Rehabilitation- Residential, Commercial/ Industrial, and Other ● Construction of Housing | <ul style="list-style-type: none"> ● Handicap Accessibility/ Architectural Barrier Removal ● Economic Development and Special Economic Development ● Special Activities by CBDO's |

| | | |
|---|--|--|
| <ul style="list-style-type: none"> ● Energy Conservation/Renewable Energy Resources | | <ul style="list-style-type: none"> ● Micro-Enterprise Assistance ● Preservation/Expansion of affordable housing (reconstruction) |
|---|--|--|

PUBLIC SERVICES

Under this category, CDBG funds may be used to provide public services (including labor, supplies, materials and other costs),

Public service activities include, but are not limited to the following:

- child care
- health care
- job training (including training a qualified pool of candidates for unspecified jobs [see Special Economic Development Activities and Special Activities by CBDOs categories])
- recreation programs
- education programs
- public safety services
- fair housing activities (but see Program Administration category),
- services for senior citizens
- services for homeless persons
- drug abuse counseling and treatment
- energy conservation counseling and testing
- homebuyer down payment assistance
- welfare (but excluding provision of income payments described at §570.207(b)(4)).
- cost of operating and maintaining that portion of a facility in which the service is located is also considered to fall under the basic eligibility category of Public Services, even if such costs are the only contributions made by CDBG for those services
- Purchase or lease of personal property for a public service - The purchase or lease of furnishings, equipment, or other personal property needed for an eligible public service may be paid for with CDBG funds. Reference: **§570.207(b)(1)(iii)**

The following Public services are not eligible under this category:

- political activities; Reference [§570.207\(a\)\(3\)](#)
- ongoing grants or non-emergency payments (defined as more than 3 consecutive months) to individuals for their food, clothing, rent, utilities, or other income payments. Reference [§570.207\(b\)\(4\)](#)

The public service being proposed must be:

- a new service; or
- a continued service being provided by a currently funded non-profit organization; or
- a quantifiable increase in the level of a service above that which has been provided, by or on behalf of the unit of general local government through funds raised by such unit or received by such unit from the State in which it is located, during the 12 months prior to submission of the grantee's applicable Action Plan. (This requirement is intended to prevent the substitution of CDBG funds for recent support of public services by the grantee using local or State government funds.) The "quantifiable" increase will equate to a 15% increase in people/households assisted.
 - An exception to this limitation may be granted by HUD if it is determined that the level of service from the previous period has decreased for reasons beyond the unit of local government's control. Reference: [§570.201\(e\)](#)

The amount of CDBG funds obligated within a program year to support public service activities under this category **may not exceed 15% of the total grant awarded to the grantee for that year.** (Calculation = Current Entitlement + Prior Year Program Income X 15%)

PROJECT TIME LINE: Public Services activities MUST be completed within the fiscal year funded.

Public service activities may qualify as meeting a national objective in any of the ways shown in the chart below.

| NATIONAL OBJECTIVES for PUBLIC SERVICES | | |
|---|---|--|
| OBJECTIVE | QUALIFIES IF | EXAMPLE |
| L/M INCOME AREA BENEFIT | The public service is available to all the residents in a particular primarily residential area, and at least 51% of those residents (or less if the exception criteria are applicable) are L/M income persons. | Increased police and fire protection services in a predominantly L/M income neighborhood. |
| L/M INCOME LIMITED CLIENTELE | The public service is limited to a specific group of people, at least 51% of whom are L/M income persons. Services qualifying under this category serve a specific clientele, rather than providing service to all the persons in a geographic area. | Provision of meals to the homeless.

(Most public services qualify under this category.) |
| L/M INCOME HOUSING | NOT APPLICABLE | NOT APPLICABLE |

| | | |
|------------------------------|---|---|
| L/M INCOME JOBS | NOT APPLICABLE | NOT APPLICABLE |
| SLUM or BLIGHTED AREA | The public service is provided within a designated slum or blighted area, and is designed to address one or more conditions which contributed to the deterioration of the area. | Provision of crime prevention counseling to residents of a designated slum/blight area. |
| SPOT BLIGHT | NOT APPLICABLE | NOT APPLICABLE |
| URGENT NEEDS | The public service is designed to alleviate existing conditions that pose a serious and immediate threat to the health or welfare of the community, they are of recent origin or recently became urgent, and the grantee is unable to find other available funds to support the activity. | Additional police protection to prevent looting in an area damaged by a tornado |

ACQUISITION OF REAL PROPERTY

Entities submitting a proposal requesting acquisition of a property, in whole or in part by purchase, long-term lease, donation, or otherwise, must obtain a permanent interest in the property. A long-term lease is considered to constitute a permanent interest for this purpose if, the lease is for a period of fifteen years or more. **The National Objective for an acquisition activity is determined entirely on the use of the acquired real property following its acquisition.**

The statute and regulations authorize the use of CDBG funds by a grantee or a public or private nonprofit entity to acquire real property in whole or in part by purchase, long-term lease, donation, or otherwise. In order to be considered acquisition, a permanent interest in the property must be obtained. Long-term leases are considered to constitute a permanent interest for this purpose if the lease is for a period of 15 years or more.

More specifically, CDBG funds may be used under this category by:

The grantee (City of Seaside), any other public agency, a public nonprofit entity, or a private nonprofit entity to acquire real property for any public purpose. This precludes the acquisition cost attributable to a building that will be used for the general conduct of government and the acquisition of property to be used for political activities. Reference: **§570.207(a)(1); §570.207(a)(3); §570.201(a)**

Real property to be acquired may be:

- land
- air rights
- easements
- water rights
- rights-of-way
- buildings
- other real property improvements

- other interests in the real property

Costs that may be paid for with CDBG funds under this category include the cost of surveys to identify the property to be acquired, appraisals, the preparation of legal documents, recordation fees, and other costs that are necessary to effect the acquisition.

Real property acquisition under this category does not include: The costs of moveable equipment, furnishings, or machinery if this is the principal purpose of the activity, since such items are not real property.

Under certain circumstances, CDBG funds may be provided to private individuals and private for-profit entities to acquire property to be rehabilitated, if the property is then rehabilitated and used or sold for residential purposes. Reference: [§570.202\(b\)\(1\)](#)

Private non-profit entities may use CDBG funds to acquire real property for commercial or industrial uses, and private for-profit entities may also do so when appropriate for an economic development project. References: [§570.203\(a\) and \(b\)](#)

If property acquired with CDBG funds, or any interest therein, is subsequently transferred to another entity, the property or interest must be sold to the entity at the current fair market value unless the property will be used for an activity, which meets a CDBG national objective. Sale proceeds would be considered program income and shall be returned to the City of Seaside.

The purchase of real property by the grantee or other entities under this eligibility category is subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Among other things, this could mean that persons displaced as a result of the acquisition must be provided with financial assistance. Temporary easements, acquisition from another public agency, and voluntary offers in response to a public solicitation are exempt from Uniform Act requirements. Reference: [§570.606](#).

PROJECT TIME LINE: Acquisition of Real Property activities must be completed within the fiscal year funded.

Acquisition of real property may qualify as meeting a national objective in any of the ways shown in the chart below.

| NATIONAL OBJECTIVES for ACQUISITION OF REAL PROPERTY | | |
|--|---|---|
| OBJECTIVE | QUALIFIES IF | EXAMPLE |
| L/M INCOME AREA BENEFIT | The property will be used for an activity the benefits of which are available to all the residents in a particular area that is primarily residential, and at least 51% of those residents (or fewer if the exception criteria apply) are L/M income persons. | Purchasing land to be used as a park serving a primarily residential neighborhood that is predominantly L/M income. |
| L/M INCOME LIMITED CLIENTELE | The property will be used for an activity the benefits of which will be limited to a specific group of people, at least 51% of whom are L/M income persons. | Buying a building to be converted into a shelter for the homeless. |

| | | |
|------------------------------|---|---|
| L/M INCOME HOUSING | The property will be used for housing to be occupied by L/M income persons. | Buying an apartment house to provide dwelling units to L/M income households at affordable rents, where at least 51% of the units will be occupied by L/M income households. |
| L/M INCOME JOBS | The property acquired is to be used for an economic development project that will create or retain permanent jobs at least 51% of which will benefit L/M income persons. | Acquiring vacant property that is planned to be used for a commercial purpose, and will be made available for that purpose only if the business commits to provide at least 51% of the new permanent jobs that will be created to L/M income persons. |
| SLUM or BLIGHTED AREA | The acquired property is in an area designated by the grantee as a slum or blighted area, and the property will be used in a manner, which addresses one or more of the conditions, which contributed to the deterioration of the area. | Using CDBG funds to acquire several deteriorated buildings located in a slum/blight area for rehabilitation or demolition. |
| SPOT BLIGHT | The acquisition of property is located outside a designated slum/blight area and the acquisition is a prerequisite for clearance, which will eliminate specific conditions of blight or physical decay on a spot basis. | The acquisition of a dilapidated property being used as a “crack house” for the purpose of eliminating that use, which is detrimental to public health and safety, through demolition and clearance. |
| URGENT NEEDS | The acquisition is part of an activity designated to alleviate existing conditions and the grantee certifies that those conditions are a serious and immediate threat to the health or welfare of the community, they are of recent origin or recently became urgent, the grantee is unable to finance the activity on its own, and other sources of funds are not available. | Acquisition of property located in a flood plain which was severely damaged by a recent flood. |

PUBLIC FACILITIES AND IMPROVEMENTS

CDBG funds may be used by the grantee or other public or private nonprofit entities for the following activities:

- acquisition (including long term leases for periods of 15 years or more)
- construction
- reconstruction
- rehabilitation (including removal of architectural barriers to accessibility)
- installation of public improvements or facilities (except for buildings for the general conduct of government - reference: §570.201(c))

The regulations define the terms “public facilities” or public improvements.” However, in the CDBG program, these terms are broadly interpreted to include all improvements and facilities that are either publicly owned or that are traditionally provided by the government, or owned by a nonprofit, and operated so as to be open to the general public. This would include neighborhood facilities, firehouses, public schools, and libraries.

The regulations specify that facilities that are designed for use in providing shelter for persons having special needs are considered to be public facilities (and not permanent housing), and thus are covered under this category of basic eligibility.

Such shelters would include, but not limited to, the following:

- nursing homes
- convalescent homes
- hospitals
- shelters for victims of domestic violence
- shelters and transitional facilities/housing for the homeless
- halfway houses for run-away children
- drug offenders or parolees
- group homes for the developmentally disabled
- shelters for disaster victims.

Public improvements include:

- streets,
- sidewalks,
- curbs and gutters,
- parks,
- playgrounds,
- water and sewer lines,
- flood and drainage improvements,
- parking lots,
- utility lines, and
- aesthetic amenities on public property such as trees, sculptures, pools of water and fountains, and other works of art.

In the CDBG program, site improvements of any kind that are made to property that is in public ownership are considered to be a “public improvement” eligible for assistance under this category. New housing constructed on the property directly assisted with CDBG funds would not be eligible under program rules.

Public facilities and improvements not eligible under this category include:

- costs of operating or maintaining public facilities/improvements;

- costs of purchasing construction equipment;
- costs of furnishings and other personal items such as uniforms; or
- new construction of public housing. Reference [§570.207\(b\)\(2\)](#), [§570.207\(b\)\(1\)\(i\)](#), [§570.207\(b\)\(1\)\(iii\)](#), [§570.207\(b\)\(3\)](#)

PROJECT TIME LINE: Public Facilities and Improvements activities MUST be completed within 18 months beginning the first day of the fiscal year funded with completion not later than 18 months after initial funding.

Public Facilities and Improvements may qualify as meeting a national objective in any of the ways shown in the chart below.

| NATIONAL OBJECTIVES for PUBLIC FACILITIES and IMPROVEMENTS | | |
|---|---|--|
| OBJECTIVE | QUALIFIES IF | EXAMPLE |
| L/M INCOME AREA BENEFIT | The public facility or improvement will be used for a purpose the benefits of which are available to all the residents in a particular area that is primarily residential, and at least 51% of those residents (or less if grantee qualifies to use the exception rule) are L/M income persons. | Paving of gravel streets and the installation of curbs, gutters, and sidewalks in a predominantly L/M income neighborhood. |
| L/M INCOME LIMITED CLIENTELE | The public facility or improvement will be used for an activity designed to benefit a particular group of persons at least 51% of whom are L/M income persons. | Rehabilitation of a building to be used as a center for training severely disabled persons to enable them to live independently. |
| L/M INCOME HOUSING | The public facility or improvement exclusively assists in the provision of housing to be occupied by L/M income persons. | Site improvements on publicly-owned land to serve a new apartment structure to be rented to L/M income households at affordable rents. |
| L/M INCOME JOBS | The provision of a particular public improvement needed by one or more businesses to allow creation or retention of jobs, primarily for L/M income persons.* | Rebuilding a public road adjacent to a factory to allow larger and heavier trucks access to the facility, determined to be necessary for plant expansion and the creation of new jobs, where the business agrees to fill 51% of the jobs with L/M income persons.† |
| SLUM or BLIGHTED AREA | The public facilities and improvements are located in a designated slum or blighted area and are designed to address one or more conditions, which contributed to the deterioration of the area. | Reconstruction of a deteriorated public park located in an area designated by the grantee as slum or blighted pursuant to CDBG rules. |
| SPOT BLIGHT | The public facilities or improvements are for the historic preservation or rehabilitation of blighted or decayed public facilities/improvements located outside of a designated slum or blighted area. Rehabilitation must be limited to the extent necessary to eliminate specific conditions detrimental to public health and safety. | Rehabilitation/restoration of a severely deteriorated building of historic significance that is being used as a museum that is located outside a designated slum or blighted area (and does not serve a L/M income area). |

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| URGENT NEEDS | The acquisition, construction, or reconstruction of a public facility or improvement designed to alleviate existing conditions and the grantee certifies that those conditions are a serious and immediate threat to the health or welfare of the community, the conditions are of recent origin, and there is no other known source of funds it can use to implement the activity. | Reconstruction of a publicly-owned hospital that was severely damaged by a tornado. |
|---------------------|---|---|

† In certain cases, the area served by a public improvement that enables a business to create or retain jobs may also include other properties (e.g., bringing new water or sewer service to a fringe area of a community that will not only help a business to locate there but that also will bring that new water/sewer service to houses that are located in that area). When, overall, the properties served by the public improvement are primarily residential, the benefits to the residents must also be considered. Therefore, the assisted public improvement in such a case must not only meet the L/M Income Benefit based on the Jobs criteria but must also meet the Area Benefit criteria Reference: [§570.208\(d\)\(3\)](#)

~ A facility owned by a nonprofit entity may qualify for assistance only if the facility is made available to the general-public. A facility must be open for use by the general-public during all normal hours of operation.

~ Fees charged by the entity shall not be excessive or cause an effect that precludes low-and moderate- income persons from using the facilities assisted with CDBG funding.

CLEARANCE/DEMOLITION

Under this category, CDBG funds may be used for: demolition of buildings and improvements; removal of demolition products (rubble) and other debris; physical removal of environmental contaminants or treatment of such contaminants to render them harmless; and movement of structures to other sites. Reference: [§570.201\(d\)](#)

Where activities under this category are integral to the construction of a building or improvement on the cleared property, and where such construction is also to be assisted with CDBG funds, the clearance activities may be treated as a part of the construction costs and need not be qualified separately under the program.

PROJECT TIME LINE: Clearance/Demolition activities must be completed within the fiscal year funded.

Clearance/Demolition activities may qualify as meeting a national objective in any of the ways shown in the chart below.

| NATIONAL OBJECTIVES for CLEARANCE | | |
|--|--|--|
| OBJECTIVE | QUALIFIES IF | EXAMPLE |
| L/M INCOME AREA BENEFIT | The cleared property will be used for a purpose, the benefits of which are available to all the residents in a particular area, and at least 51% of those residents (or less if the exception criteria are applicable) are L/M income persons. | Demolishing a vacant structure and removing the debris to make a neighborhood park and playground serving a predominantly residential L/M income neighborhood. |

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|-------------------------------------|---|--|
| L/M INCOME LIMITED CLIENTELE | The cleared property will be used for an activity the benefits of which are limited to a specific group of people, at least 51% of whom are L/M income persons. | Demolishing a dilapidated structure from the site on which a neighborhood center will be built, the use of which will be limited to the elderly. |
| L/M INCOME HOUSING | The cleared property will be used for providing housing to be occupied by L/M income persons. Rental units for L/M income persons must be occupied at affordable rents. | Demolishing an abandoned warehouse to make room for new apartments, where at least 51% of the units will be occupied by L/M income households at affordable rents. |
| L/M INCOME JOBS | The clearance is part of an activity that will create or retain permanent jobs, at least 51% of which are for L/M income persons. | Using CDBG funds to clear a site on which a new business will locate and agrees that at least 51% of the jobs to be created will be for L/M income persons. |
| SLUM or BLIGHTED AREA | The clearance activities are in a designated slum or blighted area and are designed to address one or more conditions, which contributed to the deterioration of the area. | Using CDBG funds to demolish one or more deteriorated buildings located in a designated slum or blighted area . |
| SPOT BLIGHT | The clearance activity is undertaken to eliminate specific conditions of blight or physical decay on a spot basis not located in a designated slum or blighted area . | Demolition of an abandoned and deteriorated structure located in an area that is not designated as a slum or blighted area . |
| URGENT NEEDS | The clearance is part of an activity designed to alleviate existing conditions and the grantee certifies that those conditions are a serious and immediate threat to the health or welfare of the community, they are of recent origin or recently became urgent, the grantee is unable to finance the activity on its own, and other sources of funds are not available. | Clearance of a building that was destroyed by a major earthquake and that constitutes a safety hazard to the community. |

REHABILITATION

CDBG funds may be used to finance the costs of rehabilitation as shown below.

Eligible types of property

Residential—Residential property, whether privately or publicly owned. This includes manufactured housing when such housing constitutes part of the community's housing stock.

Commercial/industrial—Commercial or industrial property. When owned by a for-profit, rehabilitation is limited to exterior improvements of the building and the correction of code violations. (Further improvements for such buildings may qualify under the category of Special Economic Development Activities.)

Other—Nonprofit-owned, nonresidential buildings and improvements that are not considered to be public facilities or improvements under **§570.201(c)** of the CDBG program regulations.

Note: Additions to existing buildings may be assisted under this category when they are incidental to the rehabilitation of the property, and may be provided as a part of other rehabilitation if the addition does not materially increase the size or function of the building.

Eligible types of assistance

Costs—Costs of labor, materials, supplies and other expenses required for the rehabilitation of property, including repair or replacement of principal fixtures and components of existing structures (e.g., the heating system)‡.

Financing—Grants, loans, loan guarantees, interest supplements and other forms of financial assistance may be provided under this category. (A grantee may make a “lump sum draw down” for the purpose of financing rehabilitation of privately-owned properties. See [§570.513](#) for details.)

Refinancing—Loans for refinancing existing indebtedness secured by a property being rehabilitated with CDBG funds, if such refinancing is determined by the grantee to be necessary or appropriate to achieve its community development objectives.

Property acquisition—Assistance to private individuals and entities (whether profit or not-for-profit) to acquire for the purpose of rehabilitation and to rehabilitate properties for use or resale for residential purposes.

Security devices—Installation costs of sprinkler systems, smoke detectors and dead bolt locks, and other devices for security purposes.

Insurance—The costs of initial homeowner warranty premiums and, where needed to protect the grantee’s interest in properties securing a rehabilitation loan, hazard insurance premiums as well as flood insurance premiums for properties covered by the Flood Disaster Protection Act of 1973, as amended, pursuant to [§570.605](#).

Conservation—Costs required to increase the efficient use of water (e.g., water saving faucets and shower heads) and improvements to increase the efficient use of energy in structures through such means as installation of storm windows and doors, insulation, and modification or replacement of heating and cooling equipment.

Water and sewer—Costs of connecting existing residential structures to water distribution lines or local sewer collection lines.

Tools—Costs of acquiring tools to be lent to owners, tenants and others who will use the tools to carry out rehabilitation.

Barrier removal—Costs to remove material and architectural barriers that restrict the mobility and accessibility of elderly and severely disabled persons to buildings and improvements that are eligible for rehabilitation under this category.

Landscaping, sidewalks, and driveways—The costs of installation or replacement of landscape materials, sidewalks, and driveways when incidental to other rehabilitation of the property.

Renovation of closed buildings—The conversion of a closed building from one use to another (e.g., the renovation of a closed school building to residential use).

Historic preservation—This category also authorizes the costs of preserving or restoring properties of historic significance, whether privately- or publicly-owned, except that buildings for the general conduct of government may not be restored or preserved with CDBG assistance.

Historic properties are those sites or structures that are either listed in or eligible to be listed in the National Register of Historic Places, listed in a State or local inventory of historic places, or designated as a State or local landmark or historic district by appropriate law or ordinance.

Lead-based paint hazard evaluation and reduction—The costs of evaluating and treating lead-based paint may be undertaken under this category whether alone or in conjunction with other rehabilitation.

Rehabilitation services—Staff costs and related expenses required for outreach efforts for marketing the program, rehabilitation counseling, screening potential applicant households and structures, energy auditing, preparing work specifications, loan underwriting and processing, inspections, and other services related to assisting owners, tenants, contractors, and other entities who are participating or seeking to participate in rehabilitation activities eligible under this category; under the Section 312 of the Housing Act of 1964, as amended; under Section 810 of the Act; or under Section 17 of the United States Housing Act of 1937.

Rehabilitation does not include: Creation of a secondary housing unit attached to a primary unit; Installation of luxury items, such as a swimming pool; Costs of equipment, furnishings, or other personal property not an integral structural fixture, such as: a window air conditioner; or a washer or dryer (but a stove or refrigerator is allowed); or Labor costs for homeowners to rehabilitate their own property.

‡**Complying with National Objectives** - **Section 105(c)(3)** of the authorizing statute, the Housing and Community Development Act of 1974, requires that, in order for an activity that involves the acquisition or improvement of property for housing to qualify as benefiting L/M income persons, the housing must be occupied by such persons. Even though a particular housing activity may provide a clear benefit to an area containing predominantly L/M Income residents, it cannot qualify on that basis. Instead, the housing must be occupied by L/M Income households.

PROJECT TIME LINE: Rehabilitation activities **MUST** be completed within 18 months beginning first day of the fiscal year funded with completion not later than 18 months after initial funding.

Rehabilitation activities may qualify as meeting a national objective in any of the ways shown in the chart below.

| NATIONAL OBJECTIVES for REHABILITATION | | |
|--|--|--|
| OBJECTIVE | QUALIFIES IF | EXAMPLE |
| L/M INCOME AREA BENEFIT | Rehabilitation of a building to be used for a purpose that will benefit all the residents of a qualifying L/M income primarily residential area. | Facade improvements to a commercial structure serving a predominantly L/M income primarily residential area. |
| L/M INCOME LIMITED CLIENTELE | NOT APPLICABLE | NOT APPLICABLE |

| | | |
|------------------------------|---|--|
| L/M INCOME HOUSING | Rehabilitation of housing to be occupied by L/M income persons. Rental units must be occupied at affordable rents. | Conversion of an abandoned warehouse into rental housing for L/M income households at affordable rents. Also improvements to a single family residence used as a place of business provided the improvements generally benefit the unit's residential occupants. |
| L/M INCOME JOBS | Rehabilitation of nonresidential property that will create or retain jobs for L/M income persons. | Correction of code violations that will enable a business to survive and retain jobs the majority of which are held by L/M income persons. |
| SLUM or BLIGHTED AREA | Rehabilitation of residential structures located in a designated slum or blighted area; the structure to be rehabilitated is considered substandard under local definition before rehabilitation, and all deficiencies making the structure substandard are corrected before less critical work is undertaken. Reference: <u>§570.208(b)(1)(iv)</u> | Rehabilitation of substandard housing located in a designated blighted area and where the housing is expected to be brought to standard condition and sold to non-L/M income households. |
| SPOT BLIGHT | Rehabilitation of a structure located outside a designated slum or blighted area, where the rehabilitation is limited to the extent necessary to eliminate specific conditions of blight or decay that are detrimental to public health and safety. Rehabilitation of the deteriorated exterior of an abandoned building located in an area that has not been designated as slum or blighted and where the rehabilitation is limited to removal of the exterior blight. | Rehabilitation of plumbing in a building located in an area that has not been designated as slum or blighted and where rehabilitation is limited to corrections of code violators that are detrimental to public health and safety. |
| URGENT NEEDS | The rehabilitation is part of an activity designed to alleviate existing conditions for which the grantee certifies are a serious and immediate threat to the health or welfare of the community, the conditions are of recent origin or recently became urgent, the grantee is unable to finance the activity on its own, and other sources of funds are not available. | Rehabilitation of housing that has been badly damaged by an earthquake. |

~ Entities submitting a proposal requesting rehabilitation to real property must own the property or have a long-term lease of at least fifteen years, provide proof of ownership or lease at the time the proposal is submitted, and the property must be located within the corporate city limits of Seaside. If the facility to be rehabilitated is a commercial property, an Asbestos survey must be performed. If Asbestos is present, the hazard must be abated and a clearance test must be conducted, conclude with the asbestos hazard being removed before any building permits can be issued. If the facility to be rehabilitated is to be used for housing and the facility was constructed prior to 1978, the facility must be tested for lead-based paint by a State Certified Lead Paint Inspector. If the facility is confirmed to contain lead hazards exceeding acceptable levels, the lead must be abated and a clearance test must be conducted and conclude with the lead hazard being removed. Entities may include the cost of an Asbestos survey, or Lead Paint inspection-abatement-clearance testing as part of architectural, engineering, surveying, and pre-development costs however, these actions may not be performed until after the grant agreement is executed at the beginning of the program year.

CONSTRUCTION OF HOUSING

Under this category, CDBG funds may be used in certain specified circumstances to finance the construction of new permanent residential structures. The following identifies those limited circumstances:

- ~ Grantees may use CDBG funds in a housing construction project that has received funding through a Housing Development Grant (a HODAG). Reference: [§570.201\(m\)](#)
- ~ Grantees may construct housing of last resort under [24 CFR Part 42, Subpart I](#). (This is housing that the grantee has determined must be constructed in order to provide suitable replacement housing for persons to be displaced by a contemplated CDBG project, subject to the Uniform Act, and where the project is prevented from proceeding because the required replacement housing is not available otherwise.) Reference: [§570.207\(b\)\(3\)](#)

Note: Other than these two situations, new housing construction is ineligible under the CDBG program, unless carried out under the authority of the basic eligibility category, “Special Activities by CBDOs.[A CBDO is a Community Based Development Organization]

Conversion: It should be noted that the cost of converting an existing nonresidential structure to residential is not generally considered to constitute new construction under the CDBG program and is thus covered under the basic eligibility category of Rehabilitation. However, in some cases, the conversion may involve construction that goes beyond the envelope of the non-residential structure. Where this is the case, the grantee should consult with the local HUD field office to ensure that the extent of such construction would not constitute new construction of housing and thus be ineligible for CDBG assistance. Reference: [§570.202](#)

PROJECT TIME LINE: Construction of Housing activities MUST be completed within 18 months beginning first day of the fiscal year funded with completion not later than 18 months after initial funding.

New housing construction activities may qualify as meeting a national objective in any of the ways shown in the chart below.

| NATIONAL OBJECTIVES for CONSTRUCTION of HOUSING | | |
|--|---|---|
| OBJECTIVE | QUALIFIES IF | EXAMPLE |
| L/M INCOME AREA BENEFIT | NOT APPLICABLE | NOT APPLICABLE |
| L/M INCOME LIMITED CLIENTELE | NOT APPLICABLE | NOT APPLICABLE |
| L/M INCOME HOUSING | The new housing will be occupied by L/M income households. Rental units must be occupied at affordable rents. | New construction of “last resort” housing needed for a L/M income household being displaced by a CDBG-assisted project. |
| L/M INCOME JOBS | NOT APPLICABLE | NOT APPLICABLE |

| | | |
|------------------------------|--|---|
| SLUM or BLIGHTED AREA | New housing qualifies if: (1) The new housing is located with a designated slum or blighted area, and (2) Development of new housing addresses one of the conditions, which contributed to the deterioration of the area. | Luxury apartments constructed with HODAG assistance on a site in a designated slum/blight area. |
| SPOT BLIGHT | NOT APPLICABLE | NOT APPLICABLE |
| URGENT NEEDS | The new housing is needed to respond to a threat to the health or welfare of the community of recent origin and no other funding is available to meet the threat and the new construction is eligible (or the statutory waiver Authority for Presidentially-declared disasters is exercised. | Housing needed to replace units completely destroyed by a flood and needed to be built in a new location. |

CODE ENFORCEMENT

Code enforcement involves the payment of salaries and overhead costs directly related to the enforcement of state and/or local codes. CDBG funds may be used for code enforcement only in deteriorating or deteriorated areas where such enforcement, together with public or private improvements, rehabilitation, or services to be provided, may be expected to arrest the decline of the area. Reference: [§570.202\(c\)](#)

CDBG funds may be used to pay the salaries of inspectors enforcing codes in a blighted area being renewed through comprehensive treatment.

Code enforcement does not include: Inspections for the purpose of processing applications for rehabilitation assistance and overseeing such rehabilitation [such inspections may be eligible under the Rehabilitation category and they are not limited by the restrictions on the eligibility of code enforcement]; Correcting code enforcement violations identified during inspections.

Code enforcement expenditures are not to be included in costs subject to the 20% limit on planning and administration, even though all expenditures are for staff and related costs because they are considered to be an activity delivery cost.

PROJECT TIME LINE: Code Enforcement activities **MUST** be completed within the fiscal year funded.

Code enforcement activities may qualify as meeting a national objective in any of the ways shown in the chart below.

| NATIONAL OBJECTIVES for CODE ENFORCEMENT | | |
|---|--|--|
| OBJECTIVE | QUALIFIES IF | EXAMPLE |
| L/M INCOME AREA BENEFIT | The code enforcement is targeted at a deteriorated or deteriorating area delineated by the grantee and: (1) At least 51% (or less if the upper quartile applies) of the residents of the area are L/M income persons; and (2) The code enforcement, together with public improvements, rehabilitation, and services to be provided, may be expected to arrest the decline of the area. | Code enforcement efforts in a L/M income deteriorated neighborhood targeted for rehabilitation assistance, construction of a neighborhood facility, and street reconstruction. |

| | | |
|-------------------------------------|---|---|
| L/M INCOME LIMITED CLIENTELE | NOT APPLICABLE | NOT APPLICABLE |
| L/M INCOME HOUSING | NOT APPLICABLE | NOT APPLICABLE |
| L/M INCOME JOBS | NOT APPLICABLE | NOT APPLICABLE |
| SLUM or BLIGHTED AREA | The code enforcement is targeted at a designated slum or blighted area and: (1) Is designed to address one or more of the conditions which contributed to the deterioration of the area; and (2) The code enforcement, together with public improvements, rehabilitation, and services to be provided, may be expected to arrest the decline of the area. | Building inspections for code violations in a designated blighted area, which are part of a comprehensive effort to arrest decline in that area. |
| SPOT BLIGHT | NOT APPLICABLE | NOT APPLICABLE |
| URGENT NEEDS | <p>While this situation is likely to be infrequent, it is possible for code enforcement to qualify if: (1) The code enforcement is targeted at a deteriorated or deteriorating area; (2) The code enforcement, together with public or private improvements, rehabilitation, and services to be provided, may be expected to arrest the decline of the area; and (3) The grantee is able to certify that the existing conditions which the code enforcement is designed to alleviate pose a serious and immediate threat to the health or welfare of the community, they are of recent origin or recently became urgent, the grantee is unable to finance the activity on its own, and other sources of funds are not available.*</p> <p>* In cases where disaster causes the blight of an area, it may be easier to qualify the code enforcement under the "Slum or Blighted Area" category than under the "Urgent Need" category.</p> | Code enforcement activities taking place in an area that has been severely affected by a flood, and is part of the community's overall response to the emergency. |

ECONOMIC DEVELOPMENT AND SPECIAL ECONOMIC DEVELOPMENT ACTIVITIES

PREFACE The purpose of this preface is to distinguish the concept of "economic development" from the term "special economic development activities" as used in the CDBG program. "Economic development" is generally thought of in two ways within the context of CDBG activities: the very broad concept of the term as distinguished from "special economic development activities" as that term is used at [**24 CFR 570.203**](#).

"Economic development" can be interpreted very broadly to include all endeavors aimed at sustaining or increasing the level of business activity. Under this broad concept, most CDBG activities could, under the right circumstances, be viewed as economic development. For example, the level of business activity in a jurisdiction could be helped through development of a community economic development plan, improvements to the public infrastructure, through better housing, or an enhanced level of public services.

An economic development project in the CDBG program may be supported by a range of CDBG-funded activities, including both special economic development activities and other categories of basic eligibility, each of which must meet a national objective of the CDBG program.

In contrast, the term “special economic development activities” is used in the CDBG program to identify three types of activities described below and at [§570.203\(a\), \(b\), and \(c\)](#) of the regulations.

CDBG funds may be used for the following special economic development activities:

- ~ Commercial or industrial improvements carried out by the grantee or a nonprofit subrecipient, including: • acquisition, • construction, • rehabilitation, • reconstruction, or • installation of commercial or industrial buildings or structures and other related real property equipment and improvements.
- ~ Assistance to private for-profit entities for an activity determined by the grantee to be appropriate to carry out an economic development project. This assistance may include, but is not limited to: • grants; • loans; • loan guarantees; • interest supplements; • technical assistance; or • any other form except for those described as ineligible in [§570.207\(a\)](#), such as political activities.
- ~ Economic development services in connection with the above subcategories, including outreach efforts to market available forms of assistance, screening of applicants, reviewing and underwriting applications for assistance, preparation of agreements, management of assisted activities, and the screening, referral, and placement of applicants for employment opportunities generated by CDBG-eligible economic development activities. The costs of providing necessary job training for persons filling those positions may also be provided. Reference: [§570.203\(a\), \(b\) and \(c\)](#)

Under this type of assistance, displacement of existing businesses and jobs in neighborhoods shall be minimized, to the greatest extent practical.

Special economic development activities may include the following:

- Construction by the grantee or subrecipient of a business incubator designed to provide inexpensive space and assistance to new firms to help them become viable businesses.
- Loans to pay for the expansion of a factory or commercial business.
- Technical assistance to a business facing bankruptcy.
- Providing training needed by persons on welfare to enable them to qualify for jobs created by CDBG-assisted special economic development activities.

Special economic development activities do not include: .

- Assistance to a for-profit business in the form of lobbying or other political activities. Reference: [§570.207\(a\)\(3\)](#) . Public facilities and improvements carried out to support or benefit a private for-profit business. (These activities may, however, be eligible under the category of Public Facilities and Improvements.) Reference: [§570.201\(c\)](#)
- New Housing Construction. This activity may be eligible under either of the categories of Construction of Housing or Special Activities by CBDOs. When a project to be assisted includes new construction of housing as part of a commercial structure (e.g., a “mixed use” project), those costs clearly attributable to the commercial

portion of the project may be eligible as a special economic development activity. References: §570.201(m) and §570.204

➤ Planning for economic development projects, including conducting market surveys to determine an appropriate type of business to attempt to attract to a particular area, developing individual commercial or industrial project plans, and identifying actions to implement those plans. Such planning activities may be eligible under the category of Planning and Capacity Building. Reference: §570.205

➤ Job training, unless part of a CDBG-eligible economic development activity that will create or retain permanent jobs. Such other training may be eligible under the categories of Public Services or Special Activities by CBDOs. References: §570.201(e) and §570.204

PROJECT TIME LINE: Special Economic Development activities MUST begin no later than three (3) months from the first day of the fiscal year funded (January 1), with full project completion within 18 months after initial funding.

Special Economic Development Activities may qualify as meeting a national objective in any of the ways shown in the chart below.

| NATIONAL OBJECTIVES for ECONOMIC and
SPECIAL ECONOMIC DEVELOPMENT ACTIVITIES | | |
|---|---|--|
| OBJECTIVE | QUALIFIES IF | EXAMPLE |
| L/M INCOME
AREA BENEFIT | The assistance is to a business, which provides goods or services to residents of a L/M income residential area. | Assistance to neighborhood businesses such as grocery stores and laundromats, serving a predominantly L/M income neighborhood. |
| L/M INCOME
LIMITED
CLIENTELE | The only use of CDBG is to provide job training or other employment support services as part of a CDBG-eligible economic development project, and the percent of total project cost contributed by CDBG does not exceed the percent of all persons assisted who are L/M income. | Training for the 30 new employees, 10 of whom are L/M income, hired by a manufacturer adding new machinery to its plant where CDBG pays no more than one-third of the total cost of the project, including the training. |
| L/M INCOME
HOUSING | NOT APPLICABLE | NOT APPLICABLE |
| L/M INCOME
JOBS | The assisted project involves the creation or retention of jobs at least 51% of which benefit L/M income persons. | Financial assistance to a manufacturer for the expansion of its facilities which is expected to create permanent jobs, at least 51% of which will be taken by L/M income persons. |
| SLUM or
BLIGHTED AREA | The assistance is to a business in a designated slum or blighted area and addresses one or more of the conditions, which contributed to the deterioration of the area. | A low-interest loan to a business as an inducement to locate a branch store in a redeveloping blighted area. |

| | | |
|---------------------|---|---|
| SPOT BLIGHT | <p>The assistance is to a business located outside of a designated slum or blighted area where: (1) The assistance is designed to eliminate specific conditions of blight or physical decay; and</p> <p>(2) The assistance is limited to the following activities: acquisition, clearance, relocation, historic preservation, and building rehabilitation. Rehabilitation must be limited to the extent necessary to eliminate specific conditions detrimental to public safety and health.</p> | Financial assistance to a business to demolish a decayed structure it owns in order to assist the business in constructing a new building on the site. |
| URGENT NEEDS | <p>The assistance to a commercial or industrial business is designed to alleviate existing conditions and the grantee certifies that such conditions pose a serious and immediate threat to the health or welfare of the community, they are of recent origin or recently became urgent, the grantee is unable to finance the activity on its own, and other sources of funds are not available.</p> | Assistance in reconstructing the only grocery store in a remote part of an urban county that was damaged by a hurricane, where no other funds are available for the reconstruction. |

MICRO ENTERPRISE ASSISTANCE

Under this category, grantees and other public or private organizations may use CDBG funds to facilitate economic development through the establishment, stabilization, and expansion of micro enterprises. Reference: [§570.201\(o\)](#)

This category authorizes the use of CDBG funds to provide financial assistance of virtually any kind to an existing micro enterprise or to assist in the establishment of a micro enterprise. It also authorizes the provision of:

- ~ Technical assistance to a new or existing micro enterprise or to persons developing a micro enterprise, and
- ~ General support to owners of micro enterprises or to persons developing a micro enterprise.

Note that under the subcategory of “general support,” CDBG funds may be used to provide services of any kind that may be needed by the owner of or person developing a micro enterprise to enable the establishment, stabilization, or expansion of the business. This could include, for example, child care, transportation, counseling, and peer support programs. Any such services provided under this authority are not subject to the cap on public services regardless of the entity providing the service.

It should also be noted that financially or technically assisting a micro enterprise may also be carried out under the basic eligibility categories of Special Economic Development Activities and Special Activities by CBDs. However, if carried out under either of those categories, such assistance would be subject to the requirements concerning Public Benefit. References: [§570.203](#), [§570.204](#), and [§570.209](#)

Definitions:

“Micro enterprise” means a business having five or fewer employees, one or more of whom owns the business.

“Person developing a micro enterprise” means any person who has expressed an interest and who is, after an initial screening, expected to be actively working towards developing a business that is expected to be a micro enterprise at the time it is formed.

Because micro enterprises are for-profit businesses, most of the guidelines for meeting national objectives under the category of Special Economic Development Activities also apply here.

PROJECT TIME LINE: Micro Enterprise Assistance activities **MUST** begin no later than three (3) months from the first day of the fiscal year funded (January 1), with full project completion within 18 months after initial funding.

See the following chart for further elaboration on meeting the national objectives. Reference: §570.208(a)(2)(iii)

| NATIONAL OBJECTIVES for MICRO ENTERPRISE ASSISTANCE | | |
|--|---|---|
| OBJECTIVE | QUALIFIES IF | EXAMPLE |
| L/M INCOME AREA BENEFIT | The micro enterprise assisted provides services to a residential area that has a sufficiently high percentage of L/M income persons. | A small carry-out store in a neighborhood having more than 51% L/M income residents. |
| L/M INCOME LIMITED CLIENTELE | The micro enterprise assistance is provided to a L/M income person who owns or is developing a micro enterprise. Assisting a resident of public housing to establish a business providing child care. | Assisting a resident of public housing to establish a business providing child care. |
| L/M INCOME HOUSING | NOT APPLICABLE | NOT APPLICABLE |
| L/M INCOME JOBS | The micro enterprise assisted will create or retain jobs, 51% or more of which will benefit L/M income persons. | Assisting in the expansion of a house cleaning service with two employees that agrees to hire an additional L/M income person for the business. |

SPECIAL ACTIVITIES BY COMMUNITY BASED DEVELOPMENT ORGANIZATIONS (CBDOS)

Preface - The purpose of this preface is to emphasize the distinction between subrecipients and Community-Based Development Organizations (CBDOs) as they relate to the CDBG program.

The term **“subrecipient”** is defined at [§570.500\(c\)](#) to mean a public or private nonprofit agency, authority, or organization, or a for-profit entity authorized under §570.201(o) to provide micro enterprise assistance, receiving CDBG funds from the grantee to undertake activities eligible under the CDBG program.

While the types of organizations that qualify as CBDOs generally would meet the above description, the subrecipient definition at [§570.500\(c\)](#) excludes CBDOs unless the CBDO is specifically designated by the grantee to be a subrecipient for CDBG program purposes.

Designation of an entity as a subrecipient affects the following: • whether any income that may be generated by a CDBG-funded activity that is received by the entity is considered to be

CDBG program income; • whether the grantee must enter into a written agreement with the entity containing requirements specified at §570.503 (although the grantee could elect to enter into such an agreement with a CBDO whether or not it is designated as a subrecipient); and • whether the entity is bound by the general administrative requirements imposed by the OMB Circulars in its administration of the CDBG funds provided to it by the grantee (although a grantee could require a CBDO to abide by these requirements as a condition of providing CDBG funds to the entity, without the need to designate it as a subrecipient).

A qualified CBDO can only carry out the following three (3) types of eligible projects.:

- Neighborhood revitalization: Activities undertaken under this provision must be of sufficient size and scope to have an impact on the decline of a designated geographic location within the jurisdiction of the grantee (but not the entire jurisdiction of an entitlement community unless it has a population of 25,000 or less). The activities to be considered for this purpose are not limited to those funded (or to be funded) with CDBG assistance.
- Community Economic Development: This type of project must include activities that increase economic opportunity, principally for low- and moderate-income persons, or that are expected to create or retain businesses or permanent jobs within the community. Housing activities may be included within this project type if they can clearly link the need for affordable housing accessible to existing or planned jobs, or otherwise address the Consolidated Plan's definition of "expanded economic opportunity" at 24 CFR Part 91.1(a)(1)(iii).
- Energy Conservation: Activities carried out under this provision are clearly designed to conserve energy for the benefit of residents within the grantee's jurisdiction. An example of this type of project may involve the construction of energy efficient housing where substantial savings in heating and/or cooling costs can expect to be realized.

In order to qualify as a CBDO, an entity must meet the eligibility criteria specified at §570.204(c)(1), (2), or (3). Generally, this means that the entity must:

- Be organized under State or local law to carry out community development activities. For entitled communities, the entity must operate primarily within an identified neighborhood within the grantee's jurisdiction.
- Maintain at least 51% of its governing body's membership to consist of any combination of the following:
 - low- and moderate-income residents of its area of operation,
 - owners or senior officers of private establishments and other institutions located in and serving its geographic area of operation, or
 - representatives of low- and moderate-income neighborhood organizations located in its geographic area of operation.
- Require that members of the governing body must be nominated and approved by the organization's general membership or by its permanent governing body (except as otherwise authorized in §570.204(c)(1)(v)).

- Have as its primary purpose the improvement of the physical, economic, or social environment of its geographic area of operation, with particular emphasis on the needs of low- and moderate-income persons.
- Be either nonprofit or for-profit, but, if a for-profit, only incidental monetary benefits to its members are allowed.
- Not be an agency or instrumentality of the grantee, and not permit more than one-third of its governing body to be appointed by or consist of elected or other public officials or employees of the grantee (or of any other entity that could not qualify as a CBDO), even if such persons would otherwise meet the requirements described above.
- Not be subject to the reversion of its assets to the grantee upon dissolution (although a grantee may specify as a condition of providing CDBG funds to the entity that any assets related to the specific CDBG assistance being provided must revert to the grantee, whether or not the grantee designates the CBDO as a subrecipient. (Application of the reversion of assets clause under [§570.503\(b\)\(8\)](#) would be required for any CBDO designated as a subrecipient and would function to permit the specific assets purchased with the CDBG funds to revert back to the grantee. This would not constitute a violation of the [§570.204](#) requirement.)
- Be free to contract for goods and services from vendors of its own choosing (a sign that the entity is not an agent of the grantee).

The authority conveyed under this category requires that the CBDO **“carry out”** the funded activities. This means that the CBDO will undertake the activity directly or through contracts with an entity other than the grantee. In any case where the CBDO provides CDBG funds to another entity, it must be clear that the CBDO has a direct and controlling interest in how and where the activities are undertaken. The purpose of this restriction is to ensure that the grantee itself is not playing a major and controlling interest in the funded activities. Perhaps the “litmus test” for this purpose is whether the entity has the authority, independent of the grantee, to stop the project if something is going wrong.

Ineligible Activities – Special activities by CBDOs do not include:

Any activity described in [§570.207\(a\)](#) as ineligible. That is, buildings for the general conduct of government, general government expenses, and political activities.

Any activity that would violate the specific limitations described below:

- • provision of public services in violation of the prohibition against substituting CDBG for State or local funds as set forth in [§570.201\(e\)](#), or that would exceed the dollar limitations described under [§570.201\(e\)\(1\) and \(2\)](#) unless the regulations otherwise provide that the services are exempt from that cost limitation. Reference: [§570.204\(b\)\(2\)](#)
- • planning and administrative activities that are eligible under [§570.205](#) or [§570.206](#) which would result in the grantee exceeding the 20% cost limitation on such activities, unless the regulations specifically provide that the activity is exempt from that cost limitation. Reference: [§570.204\(b\)\(4\)](#)

With regard to complying with the National Objectives, the majority of activities carried out by a CBDO under this authority are also eligible under other categories of funding with CDBG funds.

PROJECT TIME LINE: CBDO activities MUST begin no later than three (3) months from the first day of the fiscal year funded (January 1), with full project completion within 18 months after initial funding.

HOMEOWNERSHIP ASSISTANCE

Under the provisions at [§570.201\(n\)](#), grantees and their subrecipients may provide financial assistance to low- and moderate-income households to assist them in the purchase of a home.

The specific purposes for which financial assistance using CDBG funds may be provided under this category are to:

- Subsidize interest rates and mortgage principal amounts, including making a grant to reduce the effective interest rate on the amount needed by the purchaser to an affordable level. (The funds granted would have to be applied towards the purchase price.) Alternatively, the grantee/subrecipient could make a subordinate loan for part of the purchase price, at little or no interest, for an amount of funds the payments on which, together with that required under the first mortgage, would be affordable to the purchaser.
- Finance the cost of acquiring property already occupied by the household at terms needed to make the purchase affordable.
- Pay all or part of the premium (on behalf of the purchaser) for mortgage insurance required up-front by a private mortgagee. (This would include the cost for private mortgage insurance.)
- Pay any or all of the reasonable closing costs associated with the home purchase on behalf of the purchaser.
- Pay up to 50% of the down payment required by the mortgagee for the purchase on behalf of the purchaser.

Note especially that the use of funds under this category is specifically limited to assisting low- and moderate-income households. Reference: [§570.201\(n\)](#)

Because the use of CDBG funds authorized under this category is limited to assisting low- and moderate-income households, any such use of funds would clearly qualify under the national objective of benefit to low- and moderate-income persons-housing activities, and no further consideration needs to be given here. Reference: [§570.208\(a\)\(3\)](#)

PROJECT TIME LINE: Homeownership Assistance activities must be completed within the fiscal year funded.

RECONSTRUCTION

Reconstruction became explicitly eligible for CDBG assistance as a result of a legislative change under section 225 of the Omnibus Consolidated Rescissions and Appropriations Act of 1996 (P.L. 104-234, enacted April 26, 1996). This change [in section 105(a)(4) of the Housing and Community Development Act of 1974 as amended] broadens grantees' ability to use CDBG funds for "reconstruction" of properties. Grantees have thus been able to make use of this provision since enacted.

While the statute does not define the term **“reconstruction,”** for CDBG purposes, it is generally **defined as meaning the rebuilding of a structure on the same site in substantially the same manner.** Deviations from the original design are permitted for reasons of safety or if otherwise impractical. The structure to be reconstructed may be residential or nonresidential, and either publicly- or privately-owned.

For reconstruction involving housing, the number of housing units on a site may not be increased, but the number of rooms per unit may be increased or decreased. [Note that any decrease in the number of units on a site may require compliance with the one-for-one replacement of L/M income dwelling units at 24 CFR part 42, subpart C.]

Note that reconstruction is also permitted elsewhere in the regulations under Public Facilities and Improvements [§570.201(c)], Privately Owned Utilities [§570.201(1)], and Special Economic Development Activities [§570.203].

PROJECT TIME LINE: Reconstruction activities MUST begin no later than three (3) months from the first day of the fiscal year funded (October 1), with full project completion within 18 months after initial funding.

HANDICAPPED ACCESSIBILITY (REMOVAL OF ARCHITECTURAL BARRIERS)

The statute makes specifically eligible the **removal of material and architectural barriers** that restrict the accessibility or mobility of elderly or handicapped persons.

Confusion has emerged concerning the distinction between removing barriers to accessibility and the need to provide for accessibility. Together, these issues led some grantees and beneficiaries to the impression that the involvement of the removal of barriers would qualify an entire activity for assistance under the CDBG program, or that the additional costs of making even newly constructed buildings accessible to the handicapped should be eligible for CDBG assistance under that authority, whether or not the rest of the building could so qualify.

The passage of the Americans with Disabilities Act (ADA) had much to do with this confusion. Pressure has mounted on grantees to provide accessibility in both public and private places. This has led to some attempts to use CDBG funds to provide accessibility in ways that go well beyond the simple removal of existing barriers. As a result, it became necessary to clarify the regulations.

For many years, the CDBG regulations contained the removal of architectural barriers as a separate category of eligibility. However, this free-standing category was removed in 1995 because of the confusion it seemed to be causing and has been woven into other eligibility categories as appropriate. The regulations also contained (and still contain) a provision indicating that such barrier removal can meet the national objective of benefit to L/M income under Limited Clientele.

Where the construction of a building or improvement is eligible for assistance with CDBG, the costs of making the building or improvement accessible to persons with handicaps is also eligible as an integral cost of the construction and there is no need to provide separate eligibility for such a purpose. The removal of architectural barriers is now clarified as rehabilitation or reconstruction under the categories of Public Facilities and Improvements, Rehabilitation, and Special Economic Development Activities.

The main issue that is presented in the CDBG program with respect to handicapped accessibility lies in being able to meet a national objective. If the new construction of a public facility or improvement cannot meet a national objective based on either area benefit or the clientele to be served, then the features that are required in such construction in order to provide for accessibility to handicapped persons also cannot meet a national objective. The situation is somewhat different with rehabilitation or reconstruction. Since the cost of removing existing barriers is specifically eligible under the statute, §570.208(a)(2)(ii) provides that removal of accessibility barriers may be presumed to meet the L/M Income Limited Clientele criteria if the costs of such removal is restricted, to the extent practicable, to the removal of such barriers in:

- The reconstruction of a public facility or improvement, or portion thereof, that does not meet the criteria for L/M Income Benefit under Area Benefit,
- The rehabilitation of a privately owned nonresidential building or improvement that does not meet the criteria for L/M Income Benefit under Area Benefit or Jobs, or
- The rehabilitation of the common areas of a residential structure that contains more than one dwelling unit and that does not meet the criteria for L/M Income Benefit under Housing.

In a related matter, the use in the regulations concerning the presumption of L/M income status of handicapped persons became problematical as the use of the term “handicapped” broadened over the past several years to include categories of handicap that do not necessarily heavily impact on a person’s capacity to work in good paying jobs. Thus, when HUD changed the regulations concerning the removal of architectural barriers, it also amended them to revise the term used for this purpose. The regulations now use the term “severely disabled adult” in lieu of “handicapped.”

PROJECT TIME LINE: Handicapped Accessibility activities MUST begin no later than three (3) months from the first day of the fiscal year funded (October 1), with full project completion within 18 months after initial funding.

INELIGIBLE ACTIVITIES

The general rule for CDBG expenditures is that any activity not specifically authorized under the CDBG regulations and statute is ineligible to be assisted with CDBG funds. Thus, the CDBG program regulations identify certain activities as categorically ineligible. They also identify certain other activities that are ineligible unless they are carried out by a CBDO under the authority of [§570.204](#).

The following activities may not be assisted with CDBG funds under any circumstance:

- Buildings or portions thereof, used for the general conduct of government as defined at [§570.3](#) may not be assisted with CDBG funds. This does not include, however, the removal of architectural barriers involving any such building, which may be assisted under the category of Public Facilities and Improvements. Also, where acquisition of real property includes a building or other improvement that would be used for the general conduct of government, the portion of the acquisition cost attributable to the land may be assisted under the category of Acquisition of Real Property. Reference: [§570.207\(a\)\(1\)](#)
- General government expenses. Except as otherwise specifically authorized in [Subpart C of Part 570](#) or under [OMB Circular A-87](#), expenses required to carry out the regular responsibilities of

the unit of general local government are not eligible for assistance under this part. Reference: §570.207(a)(2).

➤ Political activities. CDBG funds may not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any. Reference: §570.207(a)(3).

The following activities may not be assisted with CDBG funds unless authorized as Special Economic Development Activities under §570.203 or when carried out by a CBDO under the provisions of §570.204.

➤ Purchase of equipment. The purchase of equipment with CDBG funds is generally ineligible.

- • Construction equipment. The purchase of construction equipment is ineligible, but compensation for the use of such equipment through leasing, depreciation, or use allowances pursuant to OMB Circulars A-21, A-87, or A-122 as applicable for an otherwise eligible activity is an eligible use of CDBG funds. However, the purchase of construction equipment for use as part of a solid waste disposal facility is eligible under the category of Public Facilities and Improvements [see §570.201(c)].
- • Fire protection equipment. Fire protection equipment is considered for this purpose to be an integral part of a public facility. Thus, purchase of such equipment would be eligible under the category of Public Facilities and Improvements. This includes fire engines and specialized tools such as “jaws of life” and life-saving equipment as well as protective clothing worn by fire fighters [see §570.201(c)].
- • Furnishings and personal property. The purchase of equipment, fixtures, motor vehicles, furnishings, or other personal property not an integral structural fixture is generally ineligible. CDBG funds may be used, however, to purchase or to pay depreciation or use allowances (in accordance with OMB Circulars A-21, A-87, or A-122, as applicable) for such items when necessary for use by a recipient or its subrecipients in the administration of activities assisted with CDBG funds, or when eligible as firefighting equipment, or when such items constitute all or part of a public service pursuant to §570.201(e). Also, these items are eligible when carried out by a for-profit business as part of CDBG assistance under the authority of §570.203(b). Reference: §570.207(b)(1)

➤ Operating and maintenance expenses. The general rule is that any expense associated with repairing, operating, or maintaining public facilities, improvements, and services is ineligible. Specific exceptions to this general rule are operating and maintenance expenses associated with public service activities [see §570.201(e)], interim assistance [see §570.201(f)], and office space for program staff employed in carrying out the CDBG program (see §570.206). For example, the use of CDBG funds to pay the allowable costs of operating and maintaining a facility used in providing a public service (e.g., salaries, rent) would be eligible under §570.201(e), even if no other costs of providing the service there are assisted with such funds. Examples of operating and maintenance expenses that are generally ineligible include:

- • Maintenance and repair of publicly-owned streets, parks, playgrounds, water and sewer facilities, neighborhood facilities, senior centers, centers for persons with disabilities, parking, and other public facilities and improvements. Examples of maintenance and repair activities for which CDBG funds may not be used include the filling of pot holes in streets, repairing of cracks in sidewalks, the mowing of grass in city or county parks, and the replacement of street light bulbs.
 - • Payment of salaries for staff, utility costs, and similar expenses necessary for the operation of public works and facilities. Reference: §570.207(b)(2)
- New housing construction. See the discussion of this activity type under the earlier sections of this application entitled Construction of Housing and Special Activities by CBDOs. Reference: §570.207(b)(3)
- Income payments. The general rule is that CDBG funds may not be used for income payments. For purposes of the CDBG program, “income payments” is defined as a series of subsistence-type grant payments made to an individual or family for items such as food, clothing, housing (rent or mortgage), or utilities, but excludes emergency grant payments made over a period of up to three consecutive months directly to the provider of such items or services on behalf of an individual or family. One time grants, emergency type grants, or loans for such purposes may be authorized under the category of Public Services [see §570.201(e)]. Reference: §570.207(b)(4)

Note: Certain activities, even if they would otherwise be eligible under the category of Special Economic Development Activities, cannot be assisted with CDBG funds if they are specifically ineligible under the provisions of the Public Benefit standards under §570.209. For example, assisting a business to create jobs that would cost more than \$50,000 in CDBG funds per job would be unallowable. Also, providing assistance to a professional sports team is not allowed.

REQUIREMENTS FOR APPLICANTS

The focus for CDBG has always been community partnerships. It is for this reason that the City of Seaside solicits proposals from community partners to assist in the dissemination of CDBG funds to activities which benefit the low and moderate income household.

In an effort to maximize its CDBG dollars, the City of Seaside has established the following requirements for agencies requesting CDBG funds, in accordance with local and federal CDBG requirements.

LEVERAGING AND MATCHING

For over 30 years, the Community Development Block Grant (CDBG) Program has provided the Nation a comprehensive and flexible source of funding for empowering people to create viable urban communities. With the uncertainty of future congressional budget appropriations to the CDBG program, entities can no longer solely rely on this single funding source to benefit our low-and moderate-income citizens. Thus, all entities need to explore new and additional ways to combine their City of Seaside CDBG resources with those of other federal agencies, the State, and private sector resources to meet their project/program/activity needs. Without leveraging of resources, significant opportunities are missed.

The City requires entities, applying for its CDBG Program funds to identify leveraging resources and contributions of matching funds for all proposed projects/programs/activities.

Resource Leveraging - is the combination of other federal, state, and private sector funds made available to the entity, for the proposed CDBG project/program/activity. In some cases, the leveraged funds are contingent upon receipt of other funds which, when combined will provide for a completed project/program/activity.

Matching funds are those funds provided for a project/program/activity that **are not derived from another federal fund source**. The entity must be able to document the contribution of matching funds to the CDBG funded project/program/activity in order to count the contribution as matching funds. **Match counted for other Federal programs cannot be counted as CDBG match.**

Examples of types of Matching funds

- Cash or cash equivalents from a non-federal source, local, public, or private source [no owner equity]
 - Staff time or administrative costs associated with the CDBG project
 - Value of waived taxes, fees, or charges associated with the CDBG assisted project
 - Value of donated land or real property associated with the CDBG assisted project
 - Cost of infrastructure improvements associated with the CDBG assisted project
 - Value of donated materials, equipment, labor, and professional services associated with the CDBG assisted project
 - Volunteer labor [for unskilled volunteers] associated with the CDBG assisted project
 - Direct costs of supportive services to beneficiaries of the CDBG assisted project
 - Direct cost of homebuyer counseling to families purchasing homes with CDBG assistance
- Match can be earned for investments in the CDBG-assisted project/program/activity regardless of the match type.

CONSOLIDATED PLAN AND ANNUAL ACTION PLAN AMENDMENT

From time to time, the City of Seaside will make changes to the priority needs in the Consolidated Plan and/or changes to the activities described in the annual Action Plan. The Consolidated Planning regulations (24 CFR 91.505[a]) require that the City's plans be amended when any of the following occur:

1. The City makes a change in its allocation priorities or a change in the method of distribution of funds.
2. The City chooses to carry out an activity not previously described in the Action Plan (this includes source of funds covered by 24 CFR 91 not anticipated in the Action Plan, including program income).
3. The City chooses to change the purpose, scope, location, or beneficiaries of an activity.

Substantial Amendment Definition

The Consolidated Plan regulations require that the City identify the criteria for determining a substantial versus non-substantial amendment (24 CFR 91.505[b]). A substantial amendment differs from a non-substantial amendment in that a substantial amendment requires the City to undergo a process of public consultation and comment.

The City has set out the following criteria for an amendment to be considered substantial:

1. The City changes the Priority Needs, or five-year goals and objectives, contained in the Five-Year Strategic Plan of the Consolidated Plan.

2. After the publication of the Notice of Annual Planning, the City changes the method of selecting activities for the annual Action Plan, the criteria for evaluating activities for funding, or key dates in the planning process such as the due date for requests and mandatory meetings.
3. The City funds an activity not described in the adopted annual Action Plan (as may have been amended previously).
4. The City reallocates more than 15 percent of the total funds available as described in the adopted annual Action Plan (as may have been amended previously).
5. The City increases or decreases by more than 15 percent the total funds available as described in the adopted annual Action Plan (as may have been amended previously).
6. The City increases or decreases the amount allocated to an individual activity by more than 25 percent of the original amount allocated to that activity.
7. The City makes a change in the purpose, location, scope, or beneficiaries of an activity.

Examples include:

- a. The activity will no longer principally benefit the targeted population as identified in the Action Plan (e.g., senior citizens in certain areas, low- and moderate-income homeowners, residents of X neighborhood instead of Y neighborhood).
- b. The activity will no longer address the specific low- and moderate-income need as described in the Action Plan, or the activity ceases to address the elimination of slums and blight as identified in the Action Plan.
- c. The activity location of an area-benefiting activity changes so that the completed activity will principally serve beneficiaries other than those originally intended.
- d. The scope of the activity has increased to the point where its completion with project funds would result in the inability to carry out another approved activity or would necessitate reducing the scope of another activity to a point where it would not accomplish its intended purpose.
8. The CDAC (Community Development Advisory Committee) finds that, absent the change meeting any one of the criteria above, the change is significant enough that it should be considered substantial.

Non-substantial Amendments

In addition to changes that do not exceed the thresholds for a substantial amendment, the City will consider the following changes to be plan amendments that are expressly not substantial. Such changes will not require the City to undergo a process of public consultation and comment.

1. After the publication of the Notice of Annual Planning, the City changes noncritical dates in the planning process such as CDAC meeting dates, public hearings, publication dates, and public comment periods.
2. The anticipated scope of a project or program changes but the purpose, location, or beneficiaries of the project or program remain essentially the same.

Undertaking Substantial Amendments

Substantial amendments will first be considered by the CDAC at a public meeting that has been duly noticed.

After the CDAC has considered and recommended a substantial amendment, the City will publish a Notice of Substantial Amendment. The notice will at a minimum include the following:

1. A description of the plan or plans being amended.
2. An explanation that the amendment is considered to be substantial.
3. Notification that the public is invited to comment on the draft amendment.
4. The changes that are being considered, including (as applicable):
 - a. The specific priority needs, goals, or objectives being changed
 - b. Specific elements of the planning process being changed, including dates
 - c. The new activity(ies) being funded
 - d. The dollar amount(s) being de-obligated and/or allocated
 - e. The change in beneficiaries “before” and “after”
5. Where the draft substantial amendment may be examined and where a copy may be obtained.
6. When the City Council will consider the substantial amendment.
7. When the public comment period will begin and end.
8. To whom comment should be addressed.

The notice must be published in the Monterey County Weekly as a legal ad and posted in the following locations: Seaside City Hall; Seaside Public Library; Seaside Fire Station; Oldemeyer Community Center.

The draft substantial amendment must be made available on the City’s website and at the following locations: Seaside City Hall; Seaside Public Library; Seaside Fire Station; Oldemeyer Community Center.

The public comment period must be no less than 30 days following the day after the Notice of Substantial Amendment is first published.

The City will consider and respond to all public comments. A summary of public comments received and the City’s responses will become part of the public record.

The City Council will consider the amendment during a duly noticed public hearing.

The City Council will adopt the amendment by resolution.

It should be noted that substantial amendments can be effected mid-year or as part of the annual planning process. Should a substantial amendment be included in the annual planning process, it will not require separate consideration by the CDAC, separate noticing, or separate action by the City Council.

UNDERTAKING NON-SUBSTANTIAL AMENDMENTS

Non-substantial amendments will first be considered by the CDAC at a public meeting that has been duly noticed.

The draft amendment must be made available on the City’s website, at Seaside City Hall, and at the Seaside Public Library.

The City Council will consider the amendment during a duly noticed public meeting. The City Council may consider non-substantial amendments as consent items.

The City Council will adopt the amendment by resolution.

It should be noted that non-substantial amendments can be effected mid-year or as part of the annual planning process. Should a substantial amendment be included in the annual planning process, it will not require separate consideration by the CDAC or separate action by the City Council.

PUBLICATION AND SUBMITTING PLAN AMENDMENTS TO HUD

Following adoption, the City will make the final amendment available to the public. The final amendment will be made available on the City's website, at Seaside City Hall, and at the Seaside Public Library. The amendment must be made available on the City's website until 90 days after the end of the plan year.

The City will submit each substantial amendment to the HUD Field Office as it is made final via the IDIS reporting system and include the resolution approving the amendment.

The City will compile all amendments and submit them to the HUD Field Office along with the annual Consolidated Annual Performance and Evaluation Report (CAPER).

MID-YEAR RE-ALLOCATION POLICY AND PROCEDURE

It will be the policy and practice of the City of Seaside CDBG program to conduct mid-year re-allocations of CDBG funding. The purpose and intent of this is to assure the timely use of CDBG funds and to assure that funds allocated under the annual Action Plan are used effectively for the intended purpose and in alignment with the City's Consolidated Plan priorities.

A mid-year re-allocation may be considered to be a Substantial Amendment to the annual Action Plan and may be subject to the requirements for a Substantial Amendment including public notice, consideration by the Community Development Advisory Committee (CDAC), public hearing and adoption by the City Council as described in the City's Citizen Participation Plan.

Mid-year re-allocations of CDBG funding will be done both as a regular practice after the close of the prior fiscal year and as special re-allocations.

Regular Mid-Year Re-allocation

At the regular November meeting of the CDAC, or as soon as possible thereafter, staff will present to CDAC a reconciled summary of prior year allocations and expenditures. Staff will provide the balance of un-expended funds that are available to re-allocate. Staff will also show prior year funds that were previously re-allocated through the most recent annual Action Plan; and report on prior year, current and projected timeliness of CDBG expenditures.

When presenting funds available to re-allocate, staff may bring forward proposals for the use of funds.

CDAC will provide recommendations for re-allocation to the City Council to be considered at a regular January meeting or as soon as possible thereafter.

Special Mid-Year Re-allocation

In addition to the regular mid-year re-allocation, the CDAC may choose to re-allocate funds at any time during the program year in any of the following circumstances.

1. The CDBG program is projected to not meet the requirement for timely expenditures.
2. A particular project or program is not expected to expend funds in a timely manner.
3. A particular project or program becomes unable to expend funds.

As part of the quarterly CDBG program update to the CDAC, staff will report on the timely expenditure of CDBG funds. Should the CDBG program in general be projected to not meet the requirement for timely expenditures, staff may make a recommendation to the CDAC for the re-allocation of funds.

Should a particular project or program not be expected to expend funds in a timely manner, staff may make a recommendation to the CDAC for the re-allocation of funds.

A particular project or program may become unable to expend funds because it has dissolved, or has lost the capacity to complete the project or to provide services. Capacity may be lost as the result of losing key staff, the loss of an essential facility, or other factors that impede or impair progress. Staff may also recommend re-allocation if a recipient has breached the terms of the funding agreement.

Staff will make CDAC aware of any such issues in a timely manner and provide a recommendation to CDAC for re-allocation at its next regular meeting.

Also, if in the judgment of the CDAC, the CDBG program in general, or a specific project or program, is not performing satisfactorily, the CDAC may request that staff investigate and report back with a recommendation for re-allocation if found to be warranted.

General Policy

In general, CDAC will have four options for re-allocation.

1. Fund new projects brought forward by staff.
2. Supplement existing projects.
3. Fund previously considered projects that were not funded.
4. Defer re-allocation until the annual plan.

Any new or revised funding must comply with the limits on annual expenditures for public service activities and on planning and administrative uses.

All funding decisions will be based on the priorities stated in the NOFA issued for the current year as described in the adopted annual Action Plan.

The CDAC may re-allocate all or part of previously awarded funds. The CDAC may not re-allocate funds that have already been properly obligated under the terms of an active funding agreement or are otherwise currently encumbered.

Funding for new projects brought forward by City staff may be acted on by the CDAC after presentation.

Projects that are currently funded under the most current annual Action Plan or prior year action plans may receive additional funding provided that the CDAC finds justification for additional funding.

Proposals that were submitted but not funded may be considered for funding at the discretion of the CDAC. Proposals that were submitted but rejected for being non-responsive or substantially incomplete will not be considered by the CDAC for mid-year re-allocations. Likewise, new or revised proposals from the public or partner agencies will not be considered by the CDAC for mid-year re-allocations.

The CDAC may request additional or updated information regarding previously submitted proposals that were not funded. The CDAC is under no obligation to consider unsolicited information.

The CDAC may also defer re-allocation of funds until the next annual Action Plan. These funds will be included in the annual planning notice.

All recommendations by the CDAC for re-allocation will be presented to the City Council for action.

SUBRECIPIENT MANAGEMENT

The following are the City's policies and procedures regarding management of CDBG subrecipients.

Subrecipients are subgrantees of the CDBG grantee. The term *subrecipient* has a specific meaning in the CDBG regulations. More specifically, a subrecipient must be a nonprofit public benefit corporation or a public agency. A subrecipient agreement should be used to pass CDBG requirements to the subrecipient. The management and oversight of subrecipients is a critical task of the entitlement jurisdiction. Using a subrecipient to implement the local CDBG program does not relieve the original grantee of its responsibilities under CDBG and other federal rules and regulations.

Reporting Requirements

The City has established reporting requirements for its subrecipients throughout the project term. Subrecipients are required to submit quarterly progress reports to the City detailing funding activity, milestones reached in accordance with the project schedule, and accomplishments.

City staff will conduct all subrecipient audits or reviews necessary per federal rules and regulations. The City is responsible for the preparation of the Consolidated Plan, annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER) using the information collected through any subrecipient reporting requirements established.

Monitoring

The City will monitor subrecipients for performance and program compliance. The City will monitor subrecipients to ensure activities are being carried out in a timely manner, in accordance with federal and other regulations, to ensure productivity, and to ensure the subrecipient continues to have the capacity to administer the project or program successfully. Subrecipients can be monitored through desk reviews or on-site reviews.

Monitoring will also include annual visits to the program site(s) and quarterly progress and performance reviews by the CDAC.

Desk Reviews

The desk review is a key component of monitoring a subrecipient's performance on a regular basis without conducting an on-site review. Desk monitoring will include the review of:

- Progress reports.
- Compliance reports.
- Financial information.
- Information and material submitted by the subrecipient regarding the funded grantee.

Desk monitoring is an efficient and effective way to gather additional information regarding any questions, concerns, or identified potential problem areas without having to spend staff time with on-site visits. However, on-site visits may be performed as a result of desk review ~~findings.~~findings. Financial records, supporting documents, statistical records and all other pertinent records, both electronic and on paper, shall be retained for a period of 5 years.

On-Site Reviews

The on-site review allows the City to monitor subrecipient performance and make sure record retention requirements are being followed. It also allows the City to identify and address areas of concern with property or subrecipient facilities. On-site monitoring will include review of the following

- Progress reports
- Environmental review documents good for 5 years or the start of the new cycle of the Consolidated Plan, whichever is first to occur.
- Labor standards documentation
- Requests for payments
- Bid documents
- Contract agreements
- Facilities and project sites
- Other project-related documentation
- Financial records, supporting documents, statistical records and all other pertinent records, both electronic and on paper, shall be retained for a period of 5 years.

The City will also conduct project-specific monitoring related to schedule, accomplishments, and compliance with national objectives.

The City's goal is to monitor subrecipients once a year. With limited staffing, annual monitoring is not always possible. In general, subrecipients who have received funding for the first time will be monitored in the first year. Subrecipients who have had a history of "clean" monitoring visits and are usually found to be in compliance with the regulations will be candidates for less frequent monitoring. Reports and progress will be regularly reviewed throughout the program year for signs of noncompliance or difficulty making progress.

Subrecipients who consistently provide complete, well-organized reports, adhere to performance goals and schedules, expend funds in a timely manner, and have a history of compliance are candidates for desk review.

Subrecipients who show the following signs of "distress" will be monitored more closely and more frequently:

- Incomplete, incorrect, or late beneficiary reports
- Incomplete, incorrect, or late disbursement requests
- Falling short of goals or performance timelines

Subrecipients who exhibit these “symptoms” will require immediate intervention:

- Expenditure of funds on other than the approved scope of work
- Failure or refusal to document low- and moderate-income household benefit
- Failure to make progress and/or request funds more than 6 months after award of funds

CDAC Monitoring

The CDAC will schedule annual visits to each project site. These visits will be ~~publically~~publicly noticed as a special meeting of the CDAC. Recipients of CDBG funds will be expected to provide a tour of the project or program site(s), introduce key staff, and provide a summary of the program and accomplishments. CDAC members may request to see project files and inquire into the administrative capacity of the subrecipient.

Shortly after the end of each quarter, the CDAC will review the performance of each subrecipient. The CDAC has a critical role in the City’s annual Performance and Evaluation Report (CAPER).

Monitoring Schedule

The City will monitor subrecipients each year. The City will be reviewing the activities of the preceding year. The City will schedule on-site monitoring by sending a formal letter from the City. The schedule will be provided to the CDAC in advance and results will be presented during a CDAC meeting following the monitoring .

Technical Assistance/Capacity Development

Monitoring a subrecipient is an opportunity to identify any concerns or capacity issues. It also provides an opportunity to offer the subrecipient technical assistance. Technical assistance will be ongoing throughout the project term and include various techniques exercised by the grantee.

To assist in limiting inadequate performance of subrecipients and to help build capacity, the City will conduct orientation sessions and application workshops. This type of technical assistance will typically be held at the beginning of a funding cycle.

The City will provide technical assistance on a one-on-one basis rather than in a workshop setting aimed at a larger audience. Meeting with a subrecipient individually will provide the opportunity for City staff to work with the subrecipient on specific weaknesses or to improve performance regarding a particular project under way.

Managing Non-Performing Subrecipients

When performance problems arise with subrecipients, the City will take corrective action. The type and degree of the corrective action will vary with the extent of the problem. Any corrective action will be measured, incremental, and documented, with the goal of guiding the subrecipient back into compliance. Corrective actions the City may take include:

- Advising the recipient via letter of deficiencies or performance issues requiring correction of any unresolved issues.
- Providing technical assistance or training to assist in resolving issues.
- Implementing more reporting requirements to be met by the subrecipient.

- Conducting more frequent monitoring visits.
- Restricting payment requests.
- Disallowing specific expenses.
- Implementing a probationary status.

More serious corrective actions that could be implemented as a result of unresolved issues or continuous poor performance include:

- Suspending the subrecipient from participation in the program.
- Terminating the subrecipient agreement or recapturing funds.
- Taking legal action if necessary.

Forms

The City will require standard forms from the subrecipient to ensure compliance with HUD requirements. The City will create its own forms for application, payment, and reporting purposes. The City will always have a subrecipient agreement or contract as a standard form to be signed by both parties. Other standard forms that may be provided to the subrecipient for submission to the City include the following:

- Application forms
- Requests for Payments
- Progress Report forms
- Monitoring forms
- Project closeout forms

Resources

HUD has published several useful guidebooks on subrecipient management for reference by City staff. They are:

- *“Managing CDBG: A Guidebook for Grantees on Subrecipient Oversight”*
- *“Playing by the Rules: A Handbook for CDBG Subrecipients on Administrative Systems”*
- *“Training CDBG Subrecipients in Administrative Systems”*

These guidebooks are available on the web at:

<https://www.hudexchange.info/resources/>

MEASURING PERFORMANCE OF CDBG FUNDED ACTIVITIES

The U.S. Department of Housing and Urban Development (HUD) has developed an outcome performance measurement system for the Community Development Block Grant (CDBG) Program. All activities funded with CDBG dollars will be required to comply with the outcome performance measurement system.

The implementation of the outcome performance measurement system and its use by grantees will enable HUD to collect information on the outcomes of activities funded with CPD formula grant assistance. This data will be entered into the Integrated Disbursement and Information System (IDIS) and will be aggregated at the national level to provide HUD with the information necessary to show the national results and benefits of the expenditure of federal funds allocated by Community Planning and Development (CPD) formula grant programs.

The outcome performance measurement system has three overarching objectives: (1) Creating Suitable Living Environments, (2) Providing Decent Affordable Housing, and (3) Creating Economic Opportunities. There are also three outcomes under each objective: (1) Availability/Accessibility, (2) Affordability, and (3) Sustainability. Thus, the three objectives, each having three possible outcomes, will produce nine possible "outcome/objective statements" within which to categorize formula grant activities.

The intent of the project/program/activity will determine which of the three objectives best describes the purpose of the activity.

The three objectives are:

- **Suitable Living Environment** - In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
- **Decent Housing** - Activities that typically would be found under this objective are designed to cover the wide range of housing possible under CDBG. This objective focuses on housing programs where the purpose of the program is to meet individual family or community needs and not programs where housing is an element of a larger effort, since such programs would be more appropriately reported under Suitable Living Environment.
- **Creating Economic Opportunities** - This objective applies to the types of activities related to economic development, commercial revitalization, or job creation and/or opportunities through programs and financial resources that provide assistance and improvement of human performance, motivation, and productivity; bettering the conditions under which people live, learn and work.

Once the objective for the activity is determined, then one of the three outcome categories will reflect what the activity is seeking to achieve. It is important that the data is not diluted by too much information therefore, it is encouraged to appropriately fit the activity with one of the three HUD established outcomes.

The three outcome categories are:

- **Availability/Accessibility.** This outcome category applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low-and moderate-income people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basics of daily living available and accessible to low and moderate income people where they live.
- **Affordability.** This outcome category applies to activities that provide affordability in a variety of ways in the lives of low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
- **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Each outcome category can be connected to each of the overarching objectives, resulting in nine groups of outcome/objective statements under which the City of Seaside will report the activity or project data to document the results of the funded activities or projects. Each activity will provide one of the following statements [although sometimes an adjective such as new, improved, or corrective may be appropriate to refine the outcome statement]:

- Accessibility for the purpose of creating suitable living environments
- Accessibility for the purpose of providing decent affordable housing
- Accessibility for the purpose of creating economic opportunities
- Affordability for purpose of creating suitable living environments
- Affordability for the purpose of providing decent affordable housing
- Affordability for the purpose of creating economic opportunities
- Sustainability for the purpose of creating suitable living environments
- Sustainability for the purpose of providing decent affordable housing
- Sustainability for the purpose of creating economic opportunity

There are certain data elements commonly reported by all programs. Reporting data elements required for CDBG include:

- Amount of money leveraged (from other federal, state, local, and private sources) per activity;
- Number of persons, households, units, or beds assisted, as appropriate;
- Income levels of persons or households by: 30 percent, 50 percent, 60 percent, or 80 percent of area median income, per applicable program requirements. However, if a CDBG activity benefits a target area, that activity will show the total number of persons served and the percentage of low/mod persons served.
- Race, ethnicity, and disability for persons, households, units or beds assisted, as appropriate.

The standardized “outcome performance measurement system” provides for a uniform reporting format, and therefore the achievements of the CPD grant programs can be aggregated for each grantee locally and for all grantees at the national level.

CITY OF SEASIDE CDBG REPORTING/IMPLEMENTATION PROCEDURES

- In accordance with CDBG regulations, the entities submitting proposals will select one objective and one outcome for each proposed project/activity/program submitted for its performance reporting standard(s).
- Performance measurement and outcome (output) reporting by the entity is required each quarter throughout the program year with a culmination of all performance and outcome reported in

the Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER conveys outcomes/output in direct correlation to an entity's funding application, with annual performance being measured against actual outcome/output and the outcome (proposed and defined) in the entity's application and grant agreement for funding.

➤ Minimally, the required quarterly reporting, *regardless of project/activity progress*, will consist of two main reports (as identified below).

- Report on Program Performance – with indicators based on the project/activity and outcome (e.g. Scope of Service Goals, Quarterly Results, Description of outcome results to date, and a Narrative explaining problems, or accomplishments pertaining to the performance objectives).
- Beneficiary and Client Characteristics Report, which identifies the number of persons/households assisted, race, ethnicity, disability, age, income level, number of persons in household, etc.)
- Employee activity will also be required if the entity receives funding for personnel or staff related costs.

➤ Quarterly reports will be due no later than the 15th day of the month following the end of each reporting quarter. The City will withhold any or all payments otherwise due or requested by the entity for incomplete, delinquent, or neglect until the entity fully cures or performs the reporting obligation. Additionally, the City will not be liable for costs incurred or expenditures made by the entity, during the default period of performance reporting.

INTERNAL CONTROLS AND REPORTING TO CITY OF SEASIDE

➤ City Hall – The operating hours for City Hall are Monday-Friday 8am-5: pm.

➤ City Council Meetings are held the 1st and 3rd Thursday of each month.

➤ CDBG funds are disbursed for Public Service Programs/Projects On A Reimbursement Basis Only!.

➤ Costs associated with Acquisition, Rehabilitation, Clearance/ Demolition, Code Enforcement, Construction of Housing, Homeownership Assistance, Public Facilities and Improvements, and Other Eligible Activities will be disbursed by the City of Seaside Community Development Division, on behalf of the subrecipient, to the appropriate entity - Funds will not be expended prior to the first day of the fiscal year funded.

➤ Contact City Staff for details and the possible financial impact to the proposed project regarding any of the following:

- Demolition of any occupied or unoccupied dwelling unit or any household being required to either move or pay increased housing costs (including housing occupied by tenants and being purchased with homebuyer's assistance).
- Construction /Rehabilitation project costs affected by labor standards (Davis-Bacon Federal Wage) requirements.
- Housing Rehabilitation projects affected by HUD's Lead-Based Paint regulations.

- City of Seaside and professional service cost for any changes in zoning, platting, variances, etc.

PROCUREMENT

This section describes how the City will procure supplies, equipment, and services fully compliant with the requirements attached to federal funding provided to the City in the form of both the award of grants and program income generated by grant, and specifically the requirements of Title 24 CFR 85.36. The standards and procedures for procurement are intended to ensure that supplies, equipment, construction, and other services acquired in whole or in part with federal funds are obtained as efficiently and economically as possible and are procured in a manner that provides, to the maximum extent practical, open and free competition.

The City will use these locally adopted procedures for procurement transactions to ensure that:

- The purchase of unnecessary or duplicate items is avoided. Where appropriate, an analysis should be made of lease versus purchase alternatives (24 CFR 85.36(b)(4)).
- Whenever possible, use of federal excess and surplus property, or of intergovernmental agreements for procurement or use of common goods and services, should be considered as a way to foster greater economy and efficiency (24 CFR 85.36(b)(5) and (6)).
- All purchase orders and contracts will be signed by the designated authorized official(s).
- All items delivered and paid for are consistent with the purchase order and/or contract for the goods or services.
- Timely payment to vendors occurs once the order is delivered, inspected, accepted, and payment authorized.

RECORDS AND FILES

The City shall require that its CDBG subrecipients and contractors retain records for their CDBG-sponsored activity for a period of five years. The City shall incorporate the records retention requirement in its written agreements with subrecipients and contractors and shall specify the records to be maintained. The records that subrecipients and contractors will ensure that the City, I-IUD, and other federal funding agencies have timely access to include the following:

1. Certification of the income status of beneficiaries served. Supporting documentation for the determination of income status includes proof of income from sources including, but not limited to: income tax returns, copies of paychecks, social security payments, pension payments, trust payments, and/or evidence of public benefits. If the subrecipient/contractor is unable to obtain documents supporting a beneficiary's income status, the subrecipient/contractor may use and keep on record self-certification forms completed by the beneficiary. If the beneficiary falls under a presumed benefit category,

documentation supporting the presumed benefit determination shall be kept on file by the subrecipient/contractor. Income-certifying forms shall show the income limits applied and the date at which eligibility was determined. All income- certifying forms shall include the beneficiary's signature attesting to their stated income/income status.

2. Data on the racial, ethnic, and gender characteristics of beneficiaries served, including all quarterly and annual reports submitted to the City.
3. A copy of the written agreement between the City and the subrecipient/contractor for the CDBG-funded activity.
4. Financial records supporting requests for reimbursement including invoices/expenditure reports, staff timesheets, payroll records, proof of payment of fringe benefits, receipts and/or other documentation supporting the requested reimbursement.
5. The subrecipient's/contractor's application to the City for CDBG funding.
6. The subrecipient's/contractor's annual audit/financial statements.
7. The subrecipient's/contractor's year-end funding sources report (documentation of leveraging of resources).
8. Any other books, documents, papers, and records of the subrecipient/contractor which are directly pertinent to this project or to the Housing and Community Development Act program activities, for making audits, examination, excerpts, and transcriptions.

SOLICITATIONS AND AWARDS

Every solicitation for goods and services made by the City will explain all the requirements that the bidder/offeror has to meet for his or her bid/offer to be evaluated by the grantee. Solicitations for goods and services will contain a clear and accurate description of the material, product, or service to be procured and will not contain features which unduly restrict competition.

Awards will be made to the bidder/offeror whose bid/offer is responsive to the solicitation and is most advantageous to the City, price, and other factors considered. Any and all bids may be rejected when it is in the City's best interest to do so.

The City will ensure that awards are made only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

COST/PRICE ANALYSIS

A cost or price analysis will be performed for every procurement action, including contract modifications, and documentation to that effect will be maintained in the CDBG grant files. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the City will make independent estimates before receiving bids or proposals (24 CFR 85.36(f)).

Profit or Fee

Profit or fee will be negotiated separately from price where competition is lacking or a cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of past performance, and industry rates for the area (24 CFR 85.36(f)(2)).

Contract Pricing

The City will not use "cost plus a percentage of cost" pricing for contracts (24 CFR 85.36(f)(4)). The City will use "time and material" type contracts only after a determination is made that no other contract is suitable and the contract includes a ceiling price that the contractor exceeds at its own risk (24 CFR 85.36(b)(10)).

PROTEST PROCEDURES

Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the federal agency. (24 CFR 85.36(b)(12))

CONFLICT OF INTEREST

This written code of conduct governing City's employees, officers, or agents engaged in the award or administration of contracts is intended to be in compliance with 24 CFR 85.36(b)(3).

No employee, officer, or agent of the City may participate in the selection for, award, or administration of a contract supported by federal funds if a conflict of interest, explicit or implicit, exists. Such a conflict would arise when the employee, officer, or agent, any member of his/her immediate family, his/ her business partner, or an organization which employs, or is about to employ, any of the above has a financial interest in, or a familial relationship with the principals of, the firm selected for award.

The City's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

In the event that there is the appearance of a conflict of interest or the potential for a conflict of interest, the City shall submit to the granting agency a written request to grant an exception to the provisions of paragraph (b) of 24 CFR 570.611. The City will show it has satisfactorily met the threshold requirements of paragraph (d)(1) of 24 CFR 570.611, taking into account the cumulative effects of paragraph (d)(2) of this section. The City will provide a disclosure of the nature of the perceived conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made, and an opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law.

BONDING AND INSURANCE

All agencies or companies receiving CDBG funds must provide documentation of liability insurance, workers' compensation, and unemployment and disability insurance. This proof of insurance will be attached to the agreement for services and be in the procurement file.

For construction or facility improvement contracts and subcontracts exceeding \$100,000, the City will ensure that its procurement meets the minimum federal requirements (24 CFR 85.36(h)) for bid guarantees, performance bonds, and payment bonds. For such contracts and subcontracts, the City will require the following:

- A bid guarantee from each bidder equivalent to 5% of the bid price. The bid guarantee must be a firm commitment in the form of a bid bond, certified check, or other negotiable instrument as assurance that the bidder is prepared to execute a contract within the time specified for the bid amount.
- A performance bond from the (sub)contractor for 100% of the contract price exceeding \$100,000 to secure the (sub)contractor's fulfillment of all obligations under the contract.
- A payment bond from the (sub)contractor for 100% of the contract price to assure payment of all persons supplying labor and material under the contract.

A payment and performance bond may be issued as is customary.

FEDERAL DEBARMENT AND STATE LICENSE STATUS

The City will use the federal online Excluded Parties Listing System ("EPLS") to determine whether any party to receive federal funding through the City (e.g., a person, firm, or other entity) has been excluded from receiving federal funds. The URL for the EPLS is <https://www.epls.gov/>. A determination must be made prior to awarding funds or otherwise making any commitment of funds. (This excludes persons directly benefiting from the use of grant funds.)

If the service being procured requires a state license (contractor, engineer, architect, or other), documentation that the license is current will be obtained from the contractor or consultant and will be verified with the licensing agency.

In the case of the award of funds granted by HCD, the City will send this documentation and verification to HCD prior to executing any agreement with said recipient. Copies of debarment and license checks will be kept in the procurement and public information files.

No contract will be awarded to a party that is debarred from receiving federal funding or is not appropriately licensed to perform the contracted work.

LOCAL, SMALL, MINORITY, AND/OR WOMEN-OWNED BUSINESSES

The City will make every effort to use local business firms and to contract with small, minority-owned, and women-owned businesses. Specifically, the City will take affirmative steps to use small firms, minority-owned firms, women-owned firms, or labor surplus area firms in the grantee's CDBG-financed activities (24 CFR 85.36(e)).

The affirmative steps the City will take will include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

The City will also require of each prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) above. This will be enforced through the contract between the prime and all lower tier contractors.

Section 3 of the Housing and Community Development Act of 1968 states that: to the greatest extent feasible, the City will award contracts for work to be performed to eligible business concerns located in or owned by residents of the target area. This stipulation is to ensure that the employment and other economic opportunities generated by federal financial assistance for housing and community development programs is, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing (see 24 CFR 570.607(b)).

OTHER REGULATIONS AND REQUIREMENTS

Pre-Qualified Lists of Vendors/Contractors

If such lists are used, they will be current, developed through open solicitation, include adequate numbers of qualified sources, and allow entry of other firms to qualify at any time during the solicitation period (24 CFR 85.36(c)(4)).

Unfair Competitive Advantage

To eliminate unfair competitive advantage, if the City uses a contractor to develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals, the City will exclude that contractor from the competition for such services.

No Loss Leader Arrangements

Any "loss leader" type of arrangement in which a consultant offers to provide free services before an applicant receives a grant in return for a future contract is specifically prohibited.

PROCUREMENT OPTIONS

To the extent not in conflict with state laws or local regulations, the City will utilize the following procurement options:

- Small purchase;

- Competitive sealed bid;
- Competitive proposals; or
- Non-competitive /sole source.

Among these procurement approaches, the City prefers a competitive sealed bid that results in a firm, fixed-price contract where there are numerous available and qualified providers, where the requirements and specifications are thoroughly detailed and are unlikely to change, and where the grantee has the opportunity to make the provider assume a large share of the risk for nonperformance.

SMALL PURCHASE

The City will follow the City's local small purchase procurement policy since it is at least as stringent as the federal policy, described below.

The small purchase method will be used for procurement of \$100,000 or less in the aggregate, per 24 CFR 85.36(d)(1). Competition will be sought through formal or informal written price quotations. The City will document the receipt of no less than three (3) price or rate quotations from qualified vendors.

COMPETITIVE SEALED BID [24 CFR 85.36(D)(2)]

The competitive sealed bid is the preferred method for procuring construction services. This method will lend itself to a firm, fixed-price contract (lump sum or unit price) where the selection can be made principally on the basis of price.

The City understands that it must receive at least two (2) or more responsive bids for each procurement action. The lowest responsive bidder will be awarded the contract for goods or services, or otherwise selected. The City reserves the right to reject all bids and not select any of the bidders.

Invitation for Bid

The City will advertise the Invitation for Bid ("IFB") in publications of general circulation. The IFB will indicate the nature of the work, the due date for responses, where responses should be submitted, and where the complete bid packet may be obtained. If there is a cost associated with obtaining plans or specifications, the IFB will indicate the cost. The IFB will also announce the time and place for the bid opening.

The IFB will announce the source of funds and the applicability of state and/or federal requirements to the work, specifically Section 3 and federal wage and work hours requirements.

The bid packet will include complete and accurate specifications and pertinent attachments, and clearly define items or services needed, in sufficient detail for the bidders to properly respond.

Bid Opening

Bids will be opened publicly at the time and place stated in the IFB.

COMPETITIVE PROPOSALS [24 CFR 85.36(D)(3)]

Competitive proposals are of two (2) types: Request for Proposal and Request for Qualifications.

Request for Proposals

The Request for Proposals (“RFP”) will clearly and accurately state the technical requirements for the goods and services required.

The City will publicize the RFP, and to the maximum extent practicable, honor reasonable requests by parties to have the opportunity to compete. Proposals will be solicited from an adequate number of qualified sources, consistent with the nature and requirements of the procurement.

The City will conduct a technical evaluation of the submitted proposals to identify the responsible offerors. As necessary, the City will conduct negotiations with those offerors who are deemed responsive and responsible and fall within a competitive price range, based on the City’s evaluation of the bidders’ pricing and technical proposals. After negotiations, these bidders may be given the opportunity to submit a “best and final” offer.

The City will award the contract to the most responsive and responsible offeror after price and other factors are considered through scoring the proposals or best and final offers according to predetermined evaluation criteria. The successful proposal/offeror will be shown to clearly be the most advantageous source of the goods and services.

Request for Qualifications

For procurement involving architecture or engineering services, the City may use the Request for Qualifications (“RFQ”) competitive proposal procedure whereby competitors’ qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. In these instances, price will not be used as a selection factor.

Once the most qualified firm is identified, only that firm will be asked for a price proposal, which is subject to negotiation of a fair and reasonable price. If negotiations with the selected firm are unsuccessful, this process will be repeated with the next highest ranked firm, until a fair and reasonably priced contract can be awarded.

The City will document the basis for its determination of the most qualified competitor and the reasonableness of the contract price. This qualifications-based approach to the competitive proposals method will only be used to procure architectural and engineering services (24 CFR 85.36(d)(3)(v)).

NON-COMPETITIVE PROPOSALS/SOLE SOURCE [24 CFR PART 85.36 (D)(4)]

In the event that sufficient outreach efforts were made, but there were not enough interested parties in the area who want to bid on the scope of work, the City will seek HCD approval to award a sole source contract. This method will be used only under very limited circumstances.

The City will always obtain HCD approval prior to the procurement of a contractor using this method. When requesting permission to use this method, the City will submit a formal written request to HCD along with documentation showing that another method of procurement was not feasible because:

- The item or service was only available from a single source;
- A public emergency or condition requiring urgency existed which did not permit the use of competitive procurement; or
- Competition was determined to be inadequate after solicitation of proposals from a number of sources and only a single source responded.

DUPLICATION OF BENEFITS

The purpose of a policy on Duplication of Benefits (DOB) is to ensure that the City of Seaside is not providing federal funds to pay for particular costs where there is another source of federal financial assistance that has paid for that same cost. Further, this document will identify specific processes that will assist in preventing the DOB.

It shall be the policy of the City of Seaside to take affirmative steps to ensure that a duplication of benefit does not occur in the administration of its CDBG funding. Subrecipients and partners responsible for implementing projects and activities funded under the City of Seaside CDBG grants shall be required to adhere to the policy and procedures outlined in this document.

A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance.

The City's assigned CDBG staff will be responsible for ensuring compliance by subrecipients and other partners. In addition to the procedures below, all grant agreements must contain language indicating that any duplication of benefit received post-award will require repayment.

No proposals that duplicate a benefit at the time of funding will be recommended for approval. An analysis of funding available and current unmet need will be conducted prior to finalizing agreements. City staff will consult with professional partners when reviewing proposals to ensure there are not alternative funding sources available.

Prior to award, City staff shall identify total need and determine whether all costs are reasonable and necessary. City staff shall require applicants to identify all sources of funding received and reasonably anticipated and provide supporting documentation of such sources. City staff shall require the applicant to certify that all assistance is reported.

To assist in determining the unmet need, all expenses for which the applicant requests reimbursement shall be entered into a DOB Worksheet. All payments received or anticipated for the expenses shall also be entered. The difference between the total expenses and total payments received or anticipated shall be the maximum amount of CDBG assistance.

If City staff determine that CDBG funding will not be a duplication of benefit, the City will ~~will~~ execute a grant/loan agreement with recipient/beneficiary. The agreement for assistance must contain the following provisions:

➤ Any additional funds received will be reported to the program administrator within 15 calendar days of receipt. If the additional funds are determined to be duplicative, the award will be reduced and/or the recipient/beneficiary will be required to repay any disbursed duplicative benefit.

➤ If it is found that a duplication of benefits occurs after the award of CDBG funds the applicant/beneficiary must repay the CDBG funds.

During subrecipient monitoring, City staff shall require all subrecipients to report and certify whether additional funds were received, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, repayment shall be required in accordance with the subrecipient agreement.

It is the policy of the City of Seaside to recapture any funds that are determined to be a duplication of benefits with other federal assistance.

OTHER FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

The rules and requirements for CDBG have several additional broad federal rules that must be adhered to in the course of administering the program. The City of Seaside is responsible for implementing these rules. Owners, developers, sponsors, CHDO's and other nonprofits must also be aware of the application of the rules to ensure a project or activity's compliance.

THE CITY OF SEASIDE, ELIGIBLE ENTITIES, SUB-RECIPIENTS, AND CITY DEPARTMENTS RECEIVING/AWARDED FEDERAL FUNDS FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, MUST COMPLY WITH THE FOLLOWING FEDERAL LAWS, EXECUTIVE ORDERS AND REGULATIONS.

- Title IV of the Civil Rights Act of 1964 as amended (42 U.S.C. 200d et seq.) all California State Statutes and City of Seaside Ordinances regarding enforcement of civil rights
- The Fair Housing Act (42 U.S.C. 3601-3602) (24 CFR Part 100-115); Public Law 889-352 and 90-284 affirmatively furthering fair housing and Executive Order 11063 as amended and Federal Code Title 5 USCA 7142, Sub-Chapter 11, and State of California laws and statutes and City of Seaside ordinances regarding enforcement of Civil Rights and Section 109 of the Act
- Equal Opportunity in Housing (executive Order 11063 as amended by Executive Order 12259)
- Age Discrimination Act of 1975 as amended (42 U.S.C. 6101)
- ALL CDBG assisted projects require the recipient of the CDBG funds to recognize the CDBG funding for the project. All activities, facilities, and items utilizing the CDBG funds shall prominently be labeled as to the funding source(s). Recipients of CDBG funding will include reference to the support provided by the CDBG funds in all publications and all project sites with the following reference:

~ On Documents - on the front cover, title page, etc.:

“This document is prepared in accordance with the City of Seaside’s Community Development Block Grant Program, with funding received from the U.S. Department of Housing and Urban Development.”

~ On Project Site – at the street, information poster, etc.:

“This project is funded (in whole/in part) through the City of Seaside’s Community Development Block Grant Program with funding received from the U.S. Department of Housing and Urban Development.”

- Americans with Disabilities Act (42 I.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)
- Design and construction requirements at 24 CFR 100.205 which implement the Fair Housing Act (42 U.S.C. 3601-19)
- Section 504 of the Rehabilitation Act of 1973 (for any recipient or subrecipient principally involved in housing or social services, ALL of the activities of the agency--not just those directly receiving federal assistance--are covered under Section 504.
- Employment and contracting; Equal Employment Opportunity Executive Order 11246 as amended
- Section 3 of the Housing and Urban Development Act of 1968; Employment and contracting opportunities Executive Order (E.O.) 11246, amended by E.O. 11375, 11478, 12086, 12107 and 13279, Section 109 of the Act
- Minority/Women's business Enterprise Executive Orders 11625, 12432 and 12138 prescribe procedures acceptable to HUD for a minority outreach program to ensure the inclusion, to the MAXIMUM EXTENT POSSIBLE, of minorities and women, and entities owned by minorities and women in ALL contracts using CDBG funds. (24 CFR 85.36(e))
- Labor requirements require compliance with regulations on wage and labor standards for all construction contracts in excess of \$2,000 and for new construction or rehabilitation/ reconstruction with eight (8) or more housing units of residential **property*** [single-family homeowner properties are excluded]. * However, *property* is not limited to a specific building.

Examples of 8+ unit properties may include: 5 townhouse buildings side-by-side which consist of 2 units each; 3 apartment buildings each consisting of 5 units and located on one tract of land; 8 single-family (not homeowner) houses located on contiguous lots.

Special Note - When CDBG funds are used for a portion of the construction, in conjunction with other funding sources, *labor standards* are applicable to the entire construction work.

Specific compliance with the following:

- Davis Bacon and Related Acts (40 U.S.C. 276(a)-7)
- Contract Work Hours and Safety standards Act as amended (40 U.S.C. 327-333)
- Copeland (anti-kickback) Act (40 U.S.C. 276(c))
- Fair Labor Standards Act of 1938 as amended (29 U.S.C. 201 et. seq.)
- Contracting and Procurement Standards of [2 CFR Section 200](#) ~~24 CFR 85.36 and 24 CFR part 84~~ including Conflict of Interest provisions and employment of approved contractors, directly or indirectly, who have been debarred, suspended or placed on ineligibility status to contract with programs utilizing federal funds.

- Environmental Reviews in accordance with 24 CFR 58 for all CDBG funded projects- [Life of an environmental review is 5 years from the start of the project or the new cycle of the consolidated plan, whichever occurs first.](#)
- National Flood Insurance Program policies -Section 202 of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106)
- Site and Neighborhood standards in compliance with Title VI of the Civil Rights Act-1964, the Fair Housing Act and Executive Order 11063 and 24 CFR 983.6(b)
- Lead Based Paint Requirements of Title X of the Housing and Community Development Act of 1992, as amended, sections 1012 and 1013 (24 CFR Part 35)
- Displacement, Relocation, Acquisition, and Replacement of Housing policies in accordance with The Act and provisions of the Uniform Relocation Act
- Use of debarred, suspended or ineligible contractors or subrecipients
- Uniform administrative requirements and cost principles
- Conflict of interest policies
- E.O. 12372 Intergovernmental Review of Federal Programs
- Eligibility restrictions for certain resident aliens.
- Architectural Barriers Act and the Americans with Disabilities Act
- Use of funds for sectarian religious purposes as described in 24 CFR Part 92 et al.
- Compliance with confidentiality clauses of 42 CFR part 2.
- Drug Free Facilities
- Organizations that are religious or faith-based are eligible, on the same basis as any other organization. Neither the federal government nor a state or local government receiving funds under a HUD funded program shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- A religious organization or entity that participates in the HUD-funded programs will retain its independence from federal, state, or local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs. No HUD-funded programs shall directly support any inherently religious activities, such as worship, religious instruction, or proselytization.
- Faith-based organizations may use space in their facilities, without removing religious art, icons, scriptures, or other religious symbols. In addition, the religious organization shall retain its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- Organizations successful in receiving an award of funds may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part and participation

must be: voluntary; the organization shall not, in providing assistance, discriminate on the basis of religion or religious beliefs, there shall be no religious test for admission for services; there shall be no requirement for attendance of religious services; there shall be no inquiry as to a client's religious preference or affiliation for the HUD-funded programs or services.

➤_____The entity will meet all requirements of the **Americans with Disabilities Act of 1990 (ADA)**, and comply with all applicable rules and regulations which would be imposed on the City of Seaside as a public entity; be cognizant of all applicable requirements of the **ADA** and to defend, indemnify and hold harmless the City of Seaside, its officials, agents and employees from any and all claims, actions, suits, or proceedings (of any kind) brought as a result of any actions or omissions of the eligible entity or its agents in violation of the **ADA**.

-CORONAVIRUS AID, RELIEF, AND SECURITY ACT (CARES ACT) PROGRAM POLICIES AND PROCEDURES

SUMMARY

The City of Seaside will be granted an additional \$560,163 in CDBG-CV funds through the Coronavirus Aid, Relief, and Security Act (CARES Act). The U.S. Department of Housing and Urban Development (HUD) has also granted the City with waivers and suspensions to certain Community Development Block Grant (CDBG) funds as well as guidelines for CDBG-CV funds to maximize available funds to combat the coronavirus 2019 (COVID-19). To implement such funds and waivers, the City is required to amend their 2019-2020 Annual Action Plan and Citizen Participation Plan. CDBG-CV funds is a HUD-given grant which may solely be used to prepare, prevent, and respond to the infectious disease.

BACKGROUND

The CARES Act was approved and enacted on March 27, 2020 due to the spread COVID-19. HUD recognized the impacts of such pandemic and will be providing the City with additional CDBG-CV funds to assist affected residents and City Staff. In order for the City to receive and implement these funds from HUD, the City must amend their 2019-2020 Annual Action Plan and Citizen Participation Plan. In addition, HUD has also granted the City with waivers and suspensions to certain Community Development Block Grant (CDBG) funds. The purpose of these waivers is to maximize the available amount of funds

that may be used for those impacted by COVID-19. However, these waivers do not apply to environmental, fair housing, labor, and nondiscrimination regulations.

As required by Title I of the Cranston-Gonzalez National Affordable Housing Act, the City of Seaside has an approved Annual Action Plan for the 2019-2020 fiscal year. This Plan outlines the activities and expected allocation for that year. The City also has a Citizen Participation Plan which outlines procedures for citizen participation in the planning process of the Consolidated Plan, particularly to those living in slum and blighted areas and/or areas to be affected by the proposed funds.

According to 24 CFR 91.505 and the City's Participation Plan, the City must amend plans if the following substantial changes are planned:

- The addition of a new federally funded activity; a 20%+ increase or decrease in funding for an existing federally-funded activity; the deletion of an activity that is funded exclusively with federal monies, or the deletion of an activity that is partially funded with federal monies, if the federal funding for the project constitutes more than 15% of the City's annual entitlement grant.

The City of Seaside expects to fund new and increase funding to activities through additional CDBG-CV funds for the 2019-2020 fiscal year thus is required by HUD to make substantial amendments to the 2019-2020 Annual Action Plan. The City expects to use CDBG-CV funds for emergency food preparation and delivery; fund vaccination clinics by Visiting Nurses Association, vaccination clinics. Outreach of this program will be through the Fire Department, Meals on Wheels, and Food box distribution and administrative costs. All the proposed activities are eligible and will assist the City with COVID-19 relief efforts.

The Citizen Participation Plan will be amended to expedite funding procedures and protect the health of residents and City Staff. The City will be providing reasonable opportunity to comment and notice. This change will be applied to the 30-day comment period to 5-days. Public noticing will also be amended to the allowed 5-days. Additionally, HUD is no longer requiring in-person hearings. Virtual public hearings may be used to fulfill the in-person hearing requirements and the City will implement this rule to facilitate social distancing while providing residents with the opportunity to participate.

The City of Seaside has requested and been approved of the following CDBG/CDBG-CV Funds waivers and suspensions.

- Consolidated Planning Requirements – CDBG – Citizen Participation Public Comment Period for Consolidated Plan Amendment
- Consolidated Planning Requirements – CDBG – Citizen Participation Reasonable Notice, and Opportunity to Comment; and
- 15 Percent Public Services Activities Cap – Eliminate Cap to Fund Public Services Activities.

With these waivers, the City may fund additional public service activities without the 15 percent cap limitation to serve residents affected by COVID-19. The City may also provide a 5-day public notice and commenting period to expedite procedures. These waivers will assist greatly with the combat of an infectious disease.

The primary purpose of the Housing and Urban Development (HUD) CARES Act

CDBG-CV funding is for those activities carried out to prevent, prepare for, and respond to the coronavirus pandemic. The CARES Act identifies four general categories for eligible activities. These categories are as follows

- Assist public services with the increase in demand for service
- Economic development and microenterprise business assistance
- Public facilities enhancement to support infectious disease treatment
- Conversion of private buildings to housing

Eligible activities the City is considering for consideration of funding include the following:

- Mitigation of economic disruptions caused by stay-at-home orders and social distancing requirements by providing short-term assistance to small businesses for retention of jobs held by low and moderate-income persons. Funds could be used for rent assistance, utility assistance or purchase of materials or construction assistance required to reopen
- Creation and management of temporary emergency shelters for individuals and families experiencing homelessness, including operations, security, food, maintenance, furnishings, utilities, and human services for counseling, housing navigation, etc.;

- Acquisition, rehabilitation, construction of a facility for testing, diagnosis or treatment. This would include the preparation of an existing City facility to serve as a coronavirus vaccine distribution location.

Eligible activities for CDBG-CV3 funding allocations may be considered for costs that were incurred on or after January 21, 2020 (the date the CDC confirmed the first case of coronavirus in the United States). The CDBG-CV3 funds may be allocated by the City through 2025; eighty (80%) percent of the entitlement must be expended by the end of the third year of the performance period, or by December 31, 2023.

It is important to note the recipients of any CDBG-CV funding address needs that have not been covered by other sources of financial assistance, such as the Payroll Protection Program (PPP) or the Economic Injury Disaster Loans (EIDL). Because there is a large amount of financial assistance to small businesses available, grantees must have procedures to prevent the duplication of benefits between various programs. Grantees are required to carefully document the distribution and use of funds to satisfy the statutory purposes of the CARES Act. Prohibited uses of CDBG-CV funds include acquisition of personal property and Equipment.

Updates to the City's CDBG 2020 Annual Action Plan and 2020-2025 Consolidated Plan to reflect the additional entitlement funding and the City Council's direction on allocation of CDBG-CV funds.

COORDINATION

As the program to allocate the COVID-19 funds are developed, Community Development Department staff will coordinate with the City's CDBG consultant and the Parks and Recreation Department and Financial Services Departments to expend the funds in an expeditious manner.

DUPLICATION OF BENEFITS

The purpose of a policy on Duplication of Benefits (DOB) is to ensure that the City of Seaside is not providing federal funds to pay for particular costs where there is another source of federal financial assistance that has paid for that same cost. Further, this document will identify specific processes that will assist in preventing the DOB.

It shall be the policy of the City of Seaside to take affirmative steps to ensure that a duplication of benefit does not occur in the administration of its CDBG funding. Subrecipients and partners responsible for implementing projects and activities funded under the City of Seaside CDBG grants shall be required to adhere to the policy and procedures outlined in this document.

A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance.

The City's assigned CDBG staff will be responsible for ensuring compliance by subrecipients and other partners. In addition to the procedures below, all grant agreements must contain language indicating that any duplication of benefit received post-award will require repayment.

No proposals that duplicate a benefit at the time of funding will be recommended for approval. An analysis of funding available and current unmet need will be conducted prior to finalizing agreements. City staff will consult with professional partners when reviewing proposals to ensure there are not alternative funding sources available.

Prior to award, City staff shall identify total need and determine whether all costs are reasonable and necessary. City staff shall require applicants to identify all sources of funding received and reasonably anticipated and provide supporting documentation of such sources. City staff shall require the applicant to certify that all assistance is reported.

To assist in determining the unmet need, all expenses for which the applicant requests reimbursement shall be entered into a DOB Worksheet. All payments received or anticipated for the expenses shall also be entered. The difference between the total expenses and total payments received or anticipated shall be the maximum amount of CDBG assistance.

If City staff determine that CDBG funding will not be a duplication of benefit, the City will execute a grant/loan agreement with recipient/beneficiary. The agreement for assistance must contain the following provisions:

- Any additional funds received will be reported to the program administrator within 15 calendar days of receipt. If the additional funds are determined to be duplicative, the award will be reduced and/or the recipient/beneficiary will be required to repay any disbursed duplicative benefit.
- If it is found that a duplication of benefits occurs after the award of CDBG funds the applicant/beneficiary must repay the CDBG funds.

During subrecipient monitoring, City staff shall require all subrecipients to report and certify whether additional funds were received, the amount, and when funds were received. If additional funds were received that are determined to be duplicative, repayment shall be required in accordance with the subrecipient agreement.

It is the policy of the City of Seaside to recapture any funds that are determined to be a duplication of benefits with other federal assistance.

DRAFT



CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: February 1, 2024

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF
BROADWAY AVENUE FROM CONTRA COSTA TO CALAVERAS
STREETS FOR THE SEASIDE STARS 2ND ANNUAL UNVEILING
EVENT ON SATURDAY, MARCH 2, 2024**

RECOMMENDATION

Adopt a resolution authorizing the street closure for the Seaside Stars unveiling event.

BACKGROUND

The City of Seaside will be hosting its second annual "Seaside Stars" unveiling ceremony on Saturday, March 2, 2024. The "Seaside Stars" program is a way that the City of Seaside can honor members of the Seaside Community who have contributed to the betterment of the City with a "Star" on Broadway. There are a variety of different categories that honorees could fall into, such as: Outstanding Achievement, Community & Social Equality, Journalism & Literature, Athletics & Competition, Education, Arts & Performing Media, Government & Civics, and Environment & Conservation.

The closure of the Broadway Avenue from Contra Costa to Calevaers will provide an event space for the public and honorees to move safely and freely to view all the new stars that will be installed to honor the community. The proposed road closure will be from 7am - 4pm.

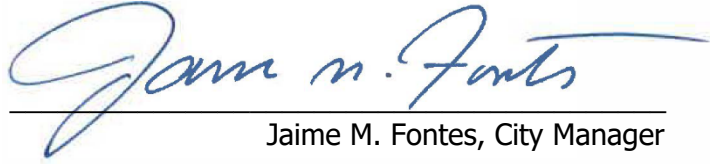
FISCAL IMPACT

The project has been budgeted in FY 23/24.

ATTACHMENTS

1. 2024 Broadway Closure Seaside Stars

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPTING A RESOLUTION AUTHORIZING THE CLOSURE OF BROADWAY AVENUE FROM CONTRA COSTA TO CALAVERAS STREETS FOR THE SEASIDE STARS 2ND ANNUAL UNVEILING EVENT ON SATURDAY, MARCH 2, 2024

WHEREAS, The City of Seaside will be holding their second annual Seaside Stars Unveiling event that is open to the public; and

WHEREAS, the closure of Broadway Avenue from Contra Costa Street to Calevares street is necessary between the hours of 7:00 a.m. and 5:00 p.m. on Saturday, March 2, 2024, to ensure the safety of the public;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the closure of Broadway Avenue from Contra Costa Street to Calevares street is necessary between the hours of 7:00 a.m. and 5:00 p.m. on Saturday, March 2, 2024, to ensure the safety of the public

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of February, 2024, 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 TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Dan Meewis, Recreation Director

DATE: February 1, 2024

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FACILITY USE AGREEMENT WITH SEASIDE PONY BASEBALL AND SOFTBALL FOR 2024 SEASON, AND AUTHORIZE WAIVING THE FEES ASSOCIATED WITH THE USE OF THE FIELDS

RECOMMENDATION

Adopt a resolution to approve the Facility Use Agreement with Seaside Pony Baseball and Softball for the use of Soper, Rubio, and Cutino baseball fields for the 2024 season, including the fee waiver for field use and lighting fees.

BACKGROUND

Seaside Pony Baseball & Softball was established in 2001 and has used City operated baseball fields with waived fees since its inception. The previous field use agreement, which covered the 2023 season, expired in August of 2023. The agreement includes provisions that Seaside Pony Baseball and Softball will perform "in lieu" services to help offset the revenues from field use fees that are not collected from Seaside Pony Baseball and Softball. The "in lieu" work includes daily field preparation, minor field maintenance at each field, addition of cinder mix to fields when needed, and trash/recycle pick up and disposal.

The Recreation Department received a request from Seaside Pony Baseball and Softball, dated January 5, 2024, for a facility use agreement and a fee waiver for field use, BBQ area use, and lighting fees. For the use of Soper, Rubio and Cutino fields for their 2024 season. The initial request that came in included dates that were unavailable due to City operated programs, and MPUSD Seaside High School Softball use. The City has worked out a schedule with Pony that takes into account the dates that are not available, and the schedule is reflected on the attached Pony Fees document.

In addition to field use rental fees, there are "hard costs" associated with the maintenance of the fields and associated buildings. These costs are included in the fees for field use. However, if the field use fees are waived, the hard costs that the City incurs need to be considered. City personnel are required to open and close restrooms at Soper, Rubio, and Cutino fields. The opening of the restrooms during the week is done during regular hours, and custodial staff close the restrooms on weeknights, and open/close them on the weekends. In addition, there is also the cost of cleaning supplies and the time it takes for staff to clean the restrooms at each of the fields. During the season there is also increased activity at each of the locations, which equates to more supplies being used on a daily basis.

FISCAL IMPACT

The fees waived under the Field Use Agreement would be as follows if Seaside Pony starts on the estimated start date of February 3, 2024.

Proposed fee waiver fees.

Estimated fees for Soper field usage - \$20,735.50

Estimated fees for Cutino field usage - - \$12,528.00

Estimated fees for Metz/Rubio field usage -\$16,447.00

Estimated fees for light usage for Soper & Cutino - \$10,440.00

Estimated fees for BBQ area during tournaments at Soper -\$2,662.00

Total - \$62,812.50

Estimated "hard costs"

Staff hours for all three fields - \$8,970.00

Restroom Supplies - \$7,500.00

Total - \$16,470

Total Fee Waiver - \$79,282.50

The estimated cost of "in lieu" services that Pony provides is between \$10,000-\$15,000. This is for volunteer hours for field maintenance and the materials associated with the maintenance, such as cinder mix, clay.etc.

ATTACHMENTS

1. 2024 Facility Use Application
 2. 2024_Pony_Facility_USE AGREEMENT
 3. 2024 Pony Fees
 4. 2024_Pony_Facility_USE AGREEMENT
 5. Pony Resolution 2024
-

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager



SEASIDE CALIFORNIA

Facility (Field) Use Application

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

Guidelines for Use of City Fields

1. No fee waivers or extensions will be issued over the counter. Established groups, such as Seaside Pony Baseball, Seaside Raiders and Seaside PAL shall submit fee waiver requests to the Resource Management Department. Resource Management staff will submit these requests to the City Council. All others shall apply to the Special Events Committee. Requests approved by the Committee will be submitted by Recreation and Community Development staff to Council for consideration.
2. A minimum of 30 days lead time is required for each request. This will allow staff sufficient time to prepare the staff report for submission to Council.
3. Requests shall include a complete list of the days, dates and hours requested for use of City fields. Requests shall include a listing of all services required, such as use of snack bar, field lights, additional staff, and additional field preparation, and other special needs.
4. Before the start of each season, each group shall submit a list of current board members, along with contact information. A single point of contact (the authorized representative) shall be designated, and this person shall be authorized to make decisions for the group. The group shall notify the City if the authorized representative changes. Requests to the City will be accepted only from the authorized representative.
5. Each group will enter into a Use Agreement with the City for use of the fields. Before the start of each season, City staff will meet with the authorized representative and interested board members to discuss the terms of the Use Agreement. Terms of the Use Agreement will be enforced.
6. Groups will not be given any keys to the snack bars, restrooms or fields until all conditions of the Use Agreement have been met (including proof of insurance, 401(c)3 status, etc.).
7. A deposit requirement of \$500 may be considered for the new season for each group requesting a fee waiver. Staff will document any instances of violations of the terms of the Use Agreement during the previous season. The deposit would cover the return of keys, cleanup of the fields, restrooms and snack bars. If collected, the deposit would be returned in full if all keys are returned and the fields, restrooms and snack bars have been kept in good condition during the season. Some or all of the deposit would be withheld if all keys are not returned or if the grounds have not been properly maintained. If the Police Department is called to the park during a time that the field has been reserved and the group is found to be in violation of City Code or there are any Health Department violations attributable to the group, the entire deposit would automatically be forfeited.
8. Groups are not allowed to charge the public for parking on City property at group events. If the group would like to solicit donations, they must obtain a no-fee permit in advance, in accordance with Chapter 5.28 (Charitable Solicitation), of the City Municipal Code.

Attachments:

1. Questionnaire
2. Application
3. Sample Use Agreement
4. Key Request



SEASIDE CALIFORNIA

Facility (Field) Use Application

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

1 - QUESTIONNAIRE

Date: 1-5-24

CONTACT INFORMATION:

Organization: Seaside Pony Baseball
Name: Eddie Abila / Kristi Marotta
Address: 2075 Mendocino St. City: Seaside State: CA
Phone: 831 277 5221 Email: kristi.marotta@chomp.org
Phone: 831 917 6008

ORGANIZATION INFORMATION:

☐ Private

☒ Non-Profit

☐ Public

☐ Profit

If non-profit, Tax ID #: 77 - 0431396

Year of establishment: 2001

Number of members: 260

Number of Seaside resident members: 260

Do members pay dues? ☐ Yes ☐ No

BOARD MEMBERS:

| Name | Title | Telephone |
|--------------------------|------------------|---------------------|
| 1. <u>Eddie Abila</u> | <u>President</u> | <u>831-277-5221</u> |
| 2. <u>Kristi Marotta</u> | <u>Treasurer</u> | <u>831-917-6008</u> |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |



SEASIDE CALIFORNIA

Facility (Field) Use Application

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

Organization: Seaside Pony Baseball

QUESTIONNAIRE (continued):

1. Is your organization affiliated with any national, federal, state, county or local agency?
☐ No ☒ Yes, agency name: Pony Baseball
2. Is your organization youth oriented?
☐ No ☒ Yes, number of Seaside youth: 200 +
3. Is membership open to all youth or residents in Monterey County?
☐ No ☒ Yes, number of youth/residents per city: _____
4. Does your organization provide its services to only Seaside youth or residents? ☐ Yes ☒ No
5. Does your organization receive funding or other support from any national, federal, state, county, regional, city, private, or public agency?
☒ No ☐ Yes, explain: _____
6. Have you contacted other cities with regards to the use of their facilities?
☒ No ☐ Yes, explain: _____
7. Do you plan on having any special events (tournaments, picture day, opening day, etc.)?
☐ No ☒ Yes, list dates and events: To Be Determined
8. Any additional relevant information: _____

IF REQUESTING A FEE WAIVER – SUPPLEMENTAL QUESTIONS:

1. Does your organization have the ability to pay any portion of the fees to use the facility?
☒ No ☐ Yes. If your organization does have the ability to pay a reasonable share of the requested fees, please explain why a fee waiver should be granted: _____
2. If the request for fee waiver is not granted, and you chose not to avail yourself of the City facility, what are your plans? _____
3. If you are granted a fee waiver, what in-kind services (such as field maintenance, trash clean up, etc.) can you offer to help offset costs? Seaside Pony Baseball maintains all of the baseball fields + cleans property as needed.



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

Date: 1-5-24

Park: Cutino *Please fill out one form per each park requested

☐ Yes ☐ No



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

Date: 1-5-24

Park: Soper *Please fill out one form per each park requested

Other: _____

☐ Yes ☐ No

| Date | Day of the Week | Time | Number of Hours | |
|-------------|-----------------|-----------|-----------------|--------|
| | | | Daily Total | Lights |
| 2/10 - 7/31 | M | 430p - 8p | 3.5 | 1 |
| | T | 430p - 8p | 3.5 | 1 |
| | W | 430p - 8p | 3.5 | 1 |
| | Th | 430p - 8p | 3.5 | 1 |
| | F | 430p - 8p | 3.5 | 1 |
| | Sat | 8a - 8p | 12 | 1 |

Total Hours: _____



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

Date: 1-5-24

Park: Metz *Please fill out one form per each park requested

☐ Yes ☐ No

**USE AGREEMENT
FOR
CITY OF SEASIDE FACILITIES**

This use Agreement is entered into on the first day of February 2024, by and between the City of Seaside, a Municipal Corporation under the laws of the State of California hereinafter referred to as "CITY," and Seaside Pony Baseball & Softball (organization), hereinafter referred to as the "FIELD USER," for the purposes of establishing terms and conditions for the use of the City's various baseball facilities

1. PREMISES

CITY hereby agrees to permit FIELD USER to use the public areas of Metz Park (Rubio Field), Soper Field, and Cutino Park. All located within the Seaside, California.

2. USE OF FACILITY

- a. The parties hereto agree that FIELD USER shall have use of the premises hereinabove described for their 2024 season, commencing February 3, 2024, and ending July 31, 2024, subject to reservations made with the City of Seaside Recreation Services. FIELD USER is required to notify CITY in the event fields will not be used. Failure to notify the CITY of non use may result in a \$50 fee to recoup the cost for the City's staff time.
- b. FIELD USER shall provide the CITY with a monthly schedule identifying the day, time, and team name utilizing the fields to be posted at each field. The monthly schedule shall be submitted to the CITY on the 25th day of the month by completing the Field Usage Schedule (**Attachment 'A'**).
- c. CITY shall give as much notice as possible in the event that the fields will be unavailable due to conditions beyond its control.
- d. In accordance with the City's partnership with the Blue Zones Project of Monterey County, when operating the snack bar facilities at Soper and Rubio Fields, it is recommended that the FIELD USER provide an assortment of healthier food choices, with lower amounts of fat, sugar, and sodium. To accomplish this, FIELD USER is encouraged to:
 - i. Offer more fruits, vegetables, whole grains, and low fat and low calorie foods, including low fat dairy, lean protein sources and lower fat versions of condiments.
 - ii. Offer more minimally processed foods made or foods produced without added sugar and less sodium.
 - iii. Prepare foods using healthy cooking techniques such as baking, roasting, broiling, grilling, poaching, steaming, or stir frying instead of pan frying or deep fat frying to minimize added fat to the food prepared.
 - iv. Offer seasonal and local produce, when possible.
- e. FIELD USER is responsible for adhering to the requirements of the City's Environmentally Preferable Food Packaging rules ([Municipal Code section 8.60](#)) as it relates to the operation of City snack bars.
- f. FIELD USER must follow the guidance from the California Department of Public Health as it continues to be updated.
- g. FIELD USER must adhere to local noise ordinances, and keep amplified music and announcements to a level that doesn't cause a nuisance to the surrounding neighborhoods. Sound levels should only be heard on the field of play.

3. RENTAL AMOUNT

- a. FIELD USER shall pay to CITY for the use of the premises as established in the City of Seaside Fee Schedule, which may be revised during the course of this agreement by action of the City Council. If the fee is adjusted during the course of this agreement, the new fee approved by the City Council will be applied. In lieu of this fee the FIELD USER may provide materials and labor with approval from the CITY. These “in lieu” fees shall include but not be limited to at least the following:
 - Preparation of fields before each use including striping (lime included).
 - Pickup and removal of all trash and debris (including sunflower seed shells) from the City Facility after each use.
 - Provide to the CITY at least 40 cubic yards of “Cinder Mix” as requested.
 - Rake, sweep or blow off the dugouts and spectator areas from the CITY facility after each use and dispose of all debris to include sunflower seeds, peanut shells etc.
 - Clean and maintain the snack bars in accordance with the parameters set by the Monterey County Health Department, and have each snack bar cleaned and all equipment removed at the conclusion of the season. **FIELD USER must contact Monterey County Health Department prior to snack bar operation to determine if there are any changes with types of food that can be sold (i.e. only prepackaged food may be served.)**
 - Provide the City Council in writing a copy of their important dates, to include opening and closing ceremonies, tournament and playoff schedules, and other important dates.
 - Organize a league wide field clean-up day prior to the start of the season.
- b. CITY shall notify FIELD USER of any changes to the fee schedule 45 days prior to applying the new fees for use of the parks.
- c. Payment shall be made on a monthly basis or other schedule agreeable to the City within 30 days of the billing.

4. CONDITION OF FACILITY

CITY agrees to maintain the facilities to include regular trimming of grass. FIELD USER is responsible for proper storage of concessions in Metz’s Snack Bar and Soper Field’s Snack Bar including the elevator area kept clear of storage above and below.

5. MAINTENANCE OR RENOVATION OF FACILITY

- a. CITY shall give as much notice as possible in the event that the facility will be unavailable due to conditions beyond its control, equipment malfunction or other situations requiring emergency maintenance or repairs that would restrict use of the facility by FIELD USER.

6. RESPONSIBILITY FOR PREMISES

- a. FIELD USER shall inspect the facilities upon each use and notify the City of damage or

deficiencies.

- b. FIELD USER shall quit and surrender the premises following each period of use under this Agreement in as good as state and condition as they were at the commencement of each such period. FIELD USER also agrees that if said premises, or the buildings, equipment, or furnishings thereon, are damaged during the term of the Agreement, by act, default, or negligence of FIELD USER, its officers, agents, employees, members, guests, patrons, or any person or persons admitted by FIELD USER to said premises, FIELD USER shall pay to CITY upon demand such sum as shall be necessary to restore said premises to the condition they were in at the commencement of each period of use under this agreement.
- b. FIELD USER shall provide 24 hour notification to the City for non use of facility as outlined in the scheduled identified as **Attachment 'B'** to this agreement.
- c. FIELD USER shall utilize the City of Seaside Weather Line in the event of bad weather. The phone number is 831-718-8600. Coaches and players should all be given this number to find out if fields are closed. The weather line will be updated on Mondays each week, unless there is bad weather mid-week which then it will be updated by 3pm on said day. For weekends the line will be updated by 7:30am.

7. COOPERATION

It is understood that FIELD USER will cooperate with other field users during this period so multiple users can use the fields if space allows. Seaside High school will be using the field on a daily basis and the need to share the facility is imperative. There are also a handful of dates that are unavailable that will be outlined. Cutino Park also have multiple user groups, and FIELD USER will need to adhere to the specific times that have been allocated to them.

8. ALARM AND FIELD LIGHTS

Field User will set the alarm at Soper Field Snack Bar after each use and will turn off field lights at Soper Field at the end of each day's play. Lights at Cutino park will be turned on and off by City Staff.

9. KEYS

The FIELD USER's authorized representative acknowledges receipt of the keys listed on **Attachment 'C'** and agrees to return said keys by August 1, 2024.

10. INSURANCE

- a. FIELD USER shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
 1. FIELD USER shall provide and maintain at it's own expense, during the terms of this Agreement a comprehensive general liability policy, including but not limited to premises, personal injuries, products, and completed operations, of insurance, satisfactory to CITY, with a combined single limit of not less than 5 million dollars (\$2,000,000) per occurrence for property damage and for bodily injury or death of persons.

2. If the organization has employees or hires an employee during the term of this agreement, evidence of adequate worker's compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than one-million dollars (\$1,000,000) per accident for all covered losses.
- b. All insurance required by this Agreement shall be with a company acceptable to CITY and authorized by law to conduct insurance business in the State of California. All such insurance shall be written on an occurrence basis, such policy with the coverage required herein shall continue in effect for the duration of this agreement.
 - c. Each insurance policy shall provide an endorsement naming CITY, its officers, agents, employees and volunteers as additional insured and shall further provide that such insurance is primary insurance to any insurance or self - insurance maintained by CITY.
 - d. Each insurance policy shall provide that CITY be given notice in writing at least thirty (30) days in advance of change, cancellation or non-renewal thereof. Said policy shall provide identical coverage for each sub-user, if any performing work under this Agreement, or be accompanied by a certificate of insurance showing each sub-user has identical coverage.
 - e. As a condition precedent to CITY performance pursuant to this Agreement, FIELD USER shall file with a certificate of insurance with the City Risk Management Officer, on or before City facilities are utilized by FIELD USER showing that they have in effect the insurance required by this Agreement. FIELD USER shall file a new or amended certificate of insurance promptly after any change is made to any insurance policy which would alter the information on the certificate then on file.
 - f. FIELD USER acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform FIELD USER of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
 - g. FIELD USER shall renew the required coverage annually as long as CITY, or its employees or agents face an exposure from operations of any type pursuant to this agreement.

11. INDEMNITY

- a. FIELD USER shall defend, indemnify and hold harmless CITY and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act, error or omission of the FIELD USER, its agents or employees, in the performance of the work and/or any activity related to this contract.
- b. CITY shall indemnify and hold harmless FIELD USER and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by any reason of any act, error or omission of the CITY, its agents or employees, in the performance of the any work related to this contract.

- c. FIELD USER shall so conduct its activities upon the premises so as not to endanger any person lawfully thereon; FIELD USER hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises by consent, expressed or implied, of its officers, agents, employees, or members.

12. COMPLIANCE WITH LAWS

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

13. TRANSFERABILITY

This agreement applies exclusively to Seaside Pony Baseball & Softball and field use privileges will not be transferred to any other group or individual. Any other groups or individuals wishing to use City of Seaside fields must apply in advance to the Recreation Services Department for consideration by department.

FIELD USER shall not sublease in whole or any part of the premises and shall not assign, hypothecate, or mortgage any or all of its rights hereunder, without the prior written consent of CITY.

14. TERM OF AGREEMENT

- a. This agreement shall remain in effect until July 31, 2024, agreement requires proof of current liability insurance naming the City of Seaside as additional insurers and updated **Attachments 'A', 'B', and 'C'**.
- b. This agreement may be terminated by either party upon thirty (30) days written notice.

15. NONDISCRIMINATION

FIELD USER will not discriminate against any participant based on race, color, sex, origin, disability, or any other protected classification.

16. TAX EXEMPT STATUS

If applicable, FIELD USER shall submit a copy of the letter from the Internal Revenue Service determining their tax exempt status under 501 c (3) of the Internal Revenue Code and a copy of the letter from the State of California Franchise Tax Board determining tax exempt status under Section 23710 (d) Revenue and Taxation Code prior to execution of this agreement.

17. NOTICE

All notices herein provided to be given, or which may be given by either party to the other, shall have been deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified, and postage prepaid, and addressed to the respective parties as follows, or personally served on:

CITY OF SEASIDE
Recreation Services

986 Hilby Avenue
Seaside, CA. 93955

SEASIDE PONY BASEBALL & SOFTBALL
P.O. Box 1022
Seaside, CA 93955

18. ATTORNEY FEES AND COSTS

Should either party to this Agreement bring suit against another party (formal Judicial proceeding, mediation or arbitration), for breach of any term, covenant, condition or obligation contained herein for the recovery of any sum due hereunder, or for any summary action for forfeiture of this Agreement or to prevent further violations of any of the terms, covenants, conditions, or obligations, or for any other relief then, and in that event, the case shall be handled in Monterey County, California, and the prevailing party in such suit or summary action shall be entitled to a reasonable attorney's fee to be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

19. ENTIRE AGREEMENT

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

Authorized Representative
FIELD USER- Seaside Pony Baseball & Softball

Date

City Manager
City of Seaside
CITY OF SEASIDE

Date

SEASIDE PONY
2022 FIELD USAGE CALCULATIONS

| | | | | | | | | | | | |
|---|--|----------|--|------------------|--------------|--------------------|----------|--|-------------|--------------------|----------|
| BASED ON PREVIOUS PONY USAGE | | | | | | | | | | | |
| | Metz | | Soper | | | | | Cutino | | | |
| 2024 PONY FIELD USAGE
REQUESTED DATES
Monday-Saturday | 3.5 hours per weekday.
12 hours on Saturdays | | SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 4pm-6:00pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. There are some dates that are unavailable due to Seaside High using Soper. Once SHS is finished, Pony will have 4 hours on the weekdays. | | | | | 4 hours per day 4pm-8pm on Monday-Thursday, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Tuesdays & Thursdays are unavailable starting June 13th for JR Giants. | | | |
| | 4 | hrs | | 4hrs field usage | | | | | | | |
| Days | Field Usage Fee (weekends all day weekdays per hour) | Total | Field Usage Fee (Saturday all day weekdays per hour) | Light Hours | BBQ Area Fee | Light Fee per hour | Total | Field Usage Fee (Saturday all day weekdays per hour) | Light Hours | Light Fee per hour | Total |
| Friday, February 9,2024 | \$101.50 | \$101.50 | \$72.50 | 2 | | \$32.50 | \$137.50 | | | | |
| | | | | | | | | | | | |
| Saturday, February 10, 2024 | \$212.00 | \$212.00 | \$212.00 | 2 | | \$32.50 | \$277.00 | \$116.00 | 3 | \$32.50 | \$213.50 |
| Sunday, February 11, 2024 | | | \$212.00 | 2 | | \$32.50 | \$277.00 | | | | |
| Monday, February 12, 2024 | \$101.50 | \$101.50 | \$72.50 | 2 | | \$32.50 | \$137.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Tuesday, February 13, 2024 | \$101.50 | \$101.50 | \$72.50 | 2 | | \$32.50 | \$137.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Wednesday, February 14, 2024 | \$101.50 | \$101.50 | \$72.50 | 2 | | \$32.50 | \$137.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Thursday, February 15, 2024 | \$101.50 | \$101.50 | \$72.50 | 2 | | \$32.50 | \$137.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Friday, February 16, 2024 | \$101.50 | \$101.50 | \$72.50 | 2 | | \$32.50 | \$137.50 | | | | |
| | | | | | | | | | | | |
| Saturday, February 17, 2024 | \$212.00 | \$212.00 | \$212.00 | 2 | | \$32.50 | \$277.00 | \$116.00 | 3 | \$32.50 | \$213.50 |
| Sunday, February 18, 2024 | | | \$212.00 | 2 | | \$32.50 | \$277.00 | | | | |
| Monday, February 19, 2024 | \$101.50 | \$101.50 | \$72.50 | 2 | | \$32.50 | \$137.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Tuesday, February 20, 2024 | \$101.50 | \$101.50 | \$72.50 | 2 | | \$32.50 | \$137.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Wednesday, February 21, 2024 | \$101.50 | \$101.50 | \$72.50 | 2 | | \$32.50 | \$137.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Thursday, February 22, 2024 | \$101.50 | \$101.50 | \$72.50 | 2 | | \$32.50 | \$137.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Friday, February 23, 2024 | \$101.50 | \$101.50 | \$72.50 | 2 | | \$32.50 | \$137.50 | | | | |
| | | | | | | | | | | | |
| Saturday, February 24, 2024 | \$212.00 | \$212.00 | \$212.00 | 2 | | \$32.50 | \$277.00 | \$116.00 | 3 | \$32.50 | \$213.50 |
| Sunday, February 25, 2024 | | | \$212.00 | 2 | | \$32.50 | \$277.00 | | | | |
| Monday, February 26, 2024 | \$101.50 | \$101.50 | \$72.50 | 2 | | \$32.50 | \$137.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Tuesday, February 27, 2024 | \$101.50 | \$101.50 | \$72.50 | 2 | | \$32.50 | \$137.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Wednesday, February 28, 2024 | \$101.50 | \$101.50 | \$72.50 | 2 | | \$32.50 | \$137.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Thursday, February 29, 2024 | \$101.50 | \$101.50 | \$72.50 | 2 | | \$32.50 | \$137.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Friday, March 1, 2024 | \$101.50 | \$101.50 | \$72.50 | 2 | | \$32.50 | \$137.50 | | | | |
| | | | | | | | | | | | |
| Saturday, March 2, 2024 | \$212.00 | \$212.00 | \$212.00 | 2 | | \$32.50 | \$277.00 | \$116.00 | 3 | \$32.50 | \$213.50 |
| Sunday, March 3, 2024 | | | \$212.00 | 2 | | \$32.50 | \$277.00 | | | | |
| Monday, March 4, 2024 | \$101.50 | \$101.50 | \$72.50 | 2 | | \$32.50 | \$137.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Tuesday, March 5, 2024 | \$101.50 | \$101.50 | N/A SHS | N/A SHS | | N/A SHS | N/A SHS | \$116.00 | 2 | \$32.50 | \$181.00 |
| Wednesday, March 6, 2024 | \$101.50 | \$101.50 | \$72.50 | 2 | | \$32.50 | \$137.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Thursday, March 7, 2024 | \$101.50 | \$101.50 | \$72.50 | 2 | | \$32.50 | \$137.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Friday, March 8, 2024 | \$101.50 | \$101.50 | \$72.50 | 2 | | \$32.50 | \$137.50 | | | | |
| | | | | | | | | | | | |
| Saturday, March 9, 2024 | \$212.00 | \$212.00 | \$212.00 | 2 | | \$32.50 | \$277.00 | \$116.00 | 3 | \$32.50 | \$213.50 |
| Sunday, March 10, 2024 | | | \$212.00 | 2 | | \$32.50 | \$277.00 | | | | |
| Monday, March 11, 2024 | \$101.50 | \$101.50 | N/A SHS | N/A SHS | | N/A SHS | N/A SHS | \$116.00 | 1 | \$32.50 | \$148.50 |
| Tuesday, March 12, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |

SEASIDE PONY
2022 FIELD USAGE CALCULATIONS

| | | | | | | | | | | | |
|---|--|----------|--|------------------|--------------|--------------------|----------|--|-------------|--------------------|----------|
| BASED ON PREVIOUS PONY USAGE | | | | | | | | | | | |
| | Metz | | Soper | | | | | Cutino | | | |
| 2024 PONY FIELD USAGE
REQUESTED DATES
Monday-Saturday | 3.5 hours per weekday.
12 hours on Saturdays | | SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 4pm-6:00pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. There are some dates that are unavailable due to Seaside High using Soper. Once SHS is finished, Pony will have 4 hours on the weekdays. | | | | | 4 hours per day 4pm-8pm on Monday-Thursday, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Tuesdays & Thursdays are unavailable starting June 13th for JR Giants. | | | |
| | 4 | hrs | | 4hrs field usage | | | | | | | |
| Days | Field Usage Fee (weekends all day weekdays per hour) | Total | Field Usage Fee (Saturday all day weekdays per hour) | Light Hours | BBQ Area Fee | Light Fee per hour | Total | Field Usage Fee (Saturday all day weekdays per hour) | Light Hours | Light Fee per hour | Total |
| Wednesday, March 13, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Thursday, March 14, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Friday, March 15, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | | | | \$0.00 |
| | | | | | | | | | | | |
| Saturday, March 16, 2024 | \$212.00 | \$212.00 | \$212.00 | 1 | | \$32.50 | \$244.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Sunday, March 17, 2024 | | | \$212.00 | 1 | | \$32.50 | \$244.50 | | | | |
| Monday, March 18, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Tuesday, March 19, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Wednesday, March 20, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Thursday, March 21, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Friday, March 22, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | | | | |
| | | | | | | | | | | | |
| Saturday, March 23, 2024 | \$212.00 | \$212.00 | \$212.00 | 1 | | \$32.50 | \$244.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Sunday, March 24, 2024 | | | \$212.00 | 1 | | \$32.50 | \$244.50 | | | | |
| Monday, March 25, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Tuesday, March 26, 2024 | \$101.50 | \$101.50 | N/A SHS | N/A SHS | | N/A SHS | N/A SHS | \$116.00 | 1 | \$32.50 | \$148.50 |
| Wednesday, March 27, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Thursday, March 28, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Friday, March 29, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | | | | |
| | | | | | | | | | | | |
| Saturday, March 30, 2024 | \$212.00 | \$212.00 | \$212.00 | 1 | | \$32.50 | \$244.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Sunday, March 31, 2024 | | | \$212.00 | 1 | | \$32.50 | \$244.50 | | | | |
| Monday, April 1, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Tuesday, April 2, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Wednesday, April 3, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Thursday, April 4, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Friday, April 5, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | | | | |
| | | | | | | | | | | | |
| Saturday, April 6, 2024 | \$212.00 | \$212.00 | \$212.00 | 1 | | \$32.50 | \$244.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Sunday, April 7, 2024 | | | \$212.00 | 1 | | \$32.50 | \$244.50 | | | | |
| Monday, April 8, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Tuesday, April 9, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Wednesday, April 10, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Thursday, April 11, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Friday, April 12, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | | | | |
| | | | | | | | | | | | |
| Saturday, April 13, 2024 | \$212.00 | \$212.00 | \$212.00 | 1 | | \$32.50 | \$244.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Sunday, April 14, 2024 | | | \$212.00 | 1 | | \$32.50 | \$244.50 | | | | |

SEASIDE PONY
2022 FIELD USAGE CALCULATIONS

| | | | | | | | | | | | |
|---|--|----------|--|-------------|------------------|--------------------|----------|--|-------------|--------------------|----------|
| BASED ON PREVIOUS PONY USAGE | | | | | | | | | | | |
| | Metz | | Soper | | | | | Cutino | | | |
| 2024 PONY FIELD USAGE
REQUESTED DATES
Monday-Saturday | 3.5 hours per weekday.
12 hours on Saturdays | | SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 4pm-6:00pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. There are some dates that are unavailable due to Seaside High using Soper. Once SHS is finished, Pony will have 4 hours on the weekdays. | | | | | 4 hours per day 4pm-8pm on Monday-Thursday, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Tuesdays & Thursdays are unavailable starting June 13th for JR Giants. | | | |
| | 4 | hrs | | | 4hrs field usage | | | | | | |
| Days | Field Usage Fee (weekends all day weekdays per hour) | Total | Field Usage Fee (Saturday all day weekdays per hour) | Light Hours | BBQ Area Fee | Light Fee per hour | Total | Field Usage Fee (Saturday all day weekdays per hour) | Light Hours | Light Fee per hour | Total |
| Monday, April 15, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Tuesday, April 16, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Wednesday, April 17, 2024 | \$101.50 | \$101.50 | N/A SHS | N/A SHS | | N/A SHS | N/A SHS | \$116.00 | 1 | \$32.50 | \$148.50 |
| Thursday, April 18, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Friday, April 19, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | | | | |
| | | | | | | | | | | | |
| Saturday, April 20, 2024 | \$212.00 | \$212.00 | \$212.00 | 1 | | \$32.50 | \$244.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Sunday, April 21, 2024 | | | \$212.00 | 1 | | \$32.50 | \$244.50 | | | | |
| Monday, April 22, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Tuesday, April 23, 2024 | \$101.50 | \$101.50 | N/A SHS | N/A SHS | | N/A SHS | N/A SHS | \$116.00 | 1 | \$32.50 | \$148.50 |
| Wednesday, April 24, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Thursday, April 25, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Friday, April 26, 2024 | \$101.50 | \$101.50 | N/A SHS | N/A SHS | | N/A SHS | N/A SHS | | | | |
| | | | | | | | | | | | |
| Saturday, April 27, 2024 | \$212.00 | \$212.00 | \$212.00 | 1 | | \$32.50 | \$244.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Sunday, April 28, 2024 | | | \$212.00 | 1 | | \$32.50 | \$244.50 | | | | |
| Monday, April 29, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Tuesday, April 30, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Wednesday, May 1, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Thursday, May 2, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Friday, May 3, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | | | | |
| | | | | | | | | | | | |
| Saturday, May 4, 2024 | \$212.00 | \$212.00 | \$212.00 | 1 | | \$32.50 | \$244.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Sunday, May 5, 2024 | | | \$212.00 | 1 | | \$32.50 | \$244.50 | | | | |
| Monday, May 6, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Tuesday, May 7, 2024 | \$101.50 | \$101.50 | N/A SHS | N/A SHS | | N/A SHS | N/A SHS | \$116.00 | 1 | \$32.50 | \$148.50 |
| Wednesday, May 8, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Thursday, May 9, 2024 | \$101.50 | \$101.50 | N/A SHS | N/A SHS | | N/A SHS | N/A SHS | \$116.00 | 1 | \$32.50 | \$148.50 |
| Friday, May 10, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | | | | |
| | | | | | | | | | | | |
| Saturday, May 11, 2024 | \$212.00 | \$212.00 | \$212.00 | 1 | | \$32.50 | \$244.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Sunday, May 12, 2024 | | | \$212.00 | 1 | | \$32.50 | \$244.50 | | | | |
| Monday, May 13, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Tuesday, May 14, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Wednesday, May 15, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Thursday, May 16, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Friday, May 17, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | | | | |
| | | | | | | | | | | | |

SEASIDE PONY
2022 FIELD USAGE CALCULATIONS

| | | | | | | | | | | | |
|---|--|----------|--|-------------|------------------|--------------------|----------|--|-------------|--------------------|----------|
| BASED ON PREVIOUS PONY USAGE | | | | | | | | | | | |
| | Metz | | Soper | | | | | Cutino | | | |
| 2024 PONY FIELD USAGE
REQUESTED DATES
Monday-Saturday | 3.5 hours per weekday.
12 hours on Saturdays | | SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 4pm-6:00pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. There are some dates that are unavailable due to Seaside High using Soper. Once SHS is finished, Pony will have 4 hours on the weekdays. | | | | | 4 hours per day 4pm-8pm on Monday-Thursday, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Tuesdays & Thursdays are unavailable starting June 13th for JR Giants. | | | |
| | 4 | hrs | | | 4hrs field usage | | | | | | |
| Days | Field Usage Fee (weekends all day weekdays per hour) | Total | Field Usage Fee (Saturday all day weekdays per hour) | Light Hours | BBQ Area Fee | Light Fee per hour | Total | Field Usage Fee (Saturday all day weekdays per hour) | Light Hours | Light Fee per hour | Total |
| Saturday, May 18, 2024 | \$212.00 | \$212.00 | \$212.00 | 1 | | \$32.50 | \$244.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Sunday, May 19, 2024 | | | \$212.00 | 1 | | \$32.50 | \$244.50 | | | | |
| Monday, May 20, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Tuesday, May 21, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Wednesday, May 22, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Thursday, May 23, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | \$121.00 | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Friday, May 24, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | \$121.00 | \$32.50 | \$105.00 | | | | |
| | | | | | | | | | | | |
| Saturday, May 25, 2024 | \$212.00 | \$212.00 | \$212.00 | 1 | \$121.00 | \$32.50 | \$244.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Sunday, May 26, 2024 | | | \$212.00 | 1 | \$121.00 | \$32.50 | \$244.50 | | | | |
| Monday, May 27, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | \$121.00 | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Tuesday, May 28, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Wednesday, May 29, 2024 | \$101.50 | \$101.50 | \$72.50 | 1 | | \$32.50 | \$105.00 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Thursday, May 30, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Friday, May 31, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | | | | |
| | | | | | | | | | | | |
| Saturday, June 1, 2024 | \$212.00 | \$212.00 | \$212.00 | 1 | | \$32.50 | \$244.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Sunday, June 2, 2024 | | | \$212.00 | 1 | | \$32.50 | \$244.50 | | | | |
| Monday, June 3, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Tuesday, June 4, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Wednesday, June 5, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Thursday, June 6, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Friday, June 7, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | | | | |
| | | | | | | | | | | | |
| Saturday, June 8, 2024 | \$212.00 | \$212.00 | \$212.00 | 1 | | \$32.50 | \$244.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Sunday, June 9, 2024 | | | \$212.00 | 1 | | \$32.50 | \$244.50 | | | | |
| Monday, June 10, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Tuesday, June 11, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | N/A | N/A | N/A | N/A |
| Wednesday, June 12, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Thursday, June 13, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | \$121.00 | \$32.50 | \$148.50 | N/A | N/A | N/A | N/A |
| Friday, June 14, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | \$121.00 | \$32.50 | \$148.50 | | | | |
| | | | | | | | | | | | |
| Saturday, June 15, 2024 | \$212.00 | \$212.00 | \$212.00 | 1 | \$121.00 | \$32.50 | \$244.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Sunday, June 16, 2024 | | | \$212.00 | 1 | \$121.00 | \$32.50 | \$244.50 | | | | |
| Monday, June 17, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Tuesday, June 18, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | N/A | N/A | N/A | N/A |
| Wednesday, June 19, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Thursday, June 20, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | N/A | N/A | N/A | N/A |

SEASIDE PONY
2022 FIELD USAGE CALCULATIONS

| | | | | | | | | | | | |
|---|--|----------|--|------------------|--------------|--------------------|----------|--|-------------|--------------------|----------|
| BASED ON PREVIOUS PONY USAGE | | | | | | | | | | | |
| | Metz | | Soper | | | | | Cutino | | | |
| 2024 PONY FIELD USAGE
REQUESTED DATES
Monday-Saturday | 3.5 hours per weekday.
12 hours on Saturdays | | SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 4pm-6:00pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. There are some dates that are unavailable due to Seaside High using Soper. Once SHS is finished, Pony will have 4 hours on the weekdays. | | | | | 4 hours per day 4pm-8pm on Monday-Thursday, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Tuesdays & Thursdays are unavailable starting June 13th for JR Giants. | | | |
| | 4 | hrs | | 4hrs field usage | | | | | | | |
| Days | Field Usage Fee (weekends all day weekdays per hour) | Total | Field Usage Fee (Saturday all day weekdays per hour) | Light Hours | BBQ Area Fee | Light Fee per hour | Total | Field Usage Fee (Saturday all day weekdays per hour) | Light Hours | Light Fee per hour | Total |
| Friday, June 21, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | | | | |
| | | | | | | | | | | | |
| Saturday, June 22, 2024 | \$212.00 | \$212.00 | \$212.00 | 1 | | \$32.50 | \$244.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Sunday, June 23, 2024 | | | \$212.00 | 1 | | \$32.50 | \$244.50 | | | | |
| Monday, June 24, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Tuesday, June 25, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | N/A | N/A | N/A | N/A |
| Wednesday, June 26, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Thursday, June 27, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | N/A | N/A | N/A | N/A |
| Friday, June 28, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | | | | |
| | | | | | | | | | | | |
| Saturday, June 29, 2024 | \$212.00 | \$212.00 | \$212.00 | 1 | \$121.00 | \$32.50 | \$244.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Sunday, June 30, 2024 | | | \$212.00 | 1 | \$121.00 | \$32.50 | \$244.50 | | | | |
| Monday, July 1, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | \$121.00 | \$32.50 | \$148.50 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Tuesday, July 2, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | \$121.00 | \$32.50 | \$148.50 | | | | |
| Wednesday, July 3, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | \$121.00 | \$32.50 | \$148.50 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Thursday, July 4, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | \$121.00 | \$32.50 | \$148.50 | N/A | N/A | N/A | N/A |
| Friday, July 5, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | \$121.00 | \$32.50 | \$148.50 | | | | |
| | | | | | | | | | | | |
| Saturday, July 6, 2024 | \$212.00 | \$212.00 | \$212.00 | 1 | \$121.00 | \$32.50 | \$244.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Sunday, July 7, 2024 | | | \$212.00 | 1 | \$121.00 | \$32.50 | \$244.50 | | | | |
| Monday, July 8, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Tuesday, July 9, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | N/A | N/A | N/A | N/A |
| Wednesday, July 10, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Thursday, July 11, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | N/A | N/A | N/A | N/A |
| Friday, July 12, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | \$121.00 | \$32.50 | \$148.50 | | | | |
| | | | | | | | | | | | |
| Saturday, July 13, 2024 | \$212.00 | \$212.00 | \$212.00 | 1 | \$121.00 | \$32.50 | \$244.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Sunday, July 14, 2024 | | | \$212.00 | 1 | \$121.00 | \$32.50 | \$244.50 | | | | |
| Monday, July 15, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | \$121.00 | \$32.50 | \$148.50 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Tuesday, July 16, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | N/A | N/A | N/A | N/A |
| Wednesday, July 17, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Thursday, July 18, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | N/A | N/A | N/A | N/A |
| Friday, July 19, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | | | | \$0.00 |
| | | | | | | | | | | | |
| Saturday, July 20, 2024 | \$212.00 | \$212.00 | \$212.00 | 1 | | \$32.50 | \$244.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Sunday, July 21, 2024 | | | \$212.00 | 1 | | \$32.50 | \$244.50 | | | | |
| Monday, July 22, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Tuesday, July 23, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | N/A | N/A | N/A | N/A |

SEASIDE PONY
2022 FIELD USAGE CALCULATIONS

| | | | | | | | | | | | |
|---|--|-------------|--|-------------|------------------|-----------------------|-----------------------------|--|-------------|--------------------|-------------|
| BASED ON PREVIOUS PONY USAGE | | | | | | | | | | | |
| | Metz | | Soper | | | | | Cutino | | | |
| 2024 PONY FIELD USAGE
REQUESTED DATES
Monday-Saturday | 3.5 hours per weekday.
12 hours on Saturdays | | SHS has requested the use of Soper on a daily basis for Girls Softball. They will be using the field from 4pm-6:00pm. Pony will have 2.5 hours per weekday and 2 hours of light usage until Day Light Savings time change, Then only 1-2 hour of lights should be needed per day until may and then except for any Tournaments. There are some dates that are unavailable due to Seaside High using Soper. Once SHS is finished, Pony will have 4 hours on the weekdays. | | | | | 4 hours per day 4pm-8pm on Monday-Thursday, and Saturdays 5-9pm with 2-3 hours of lights until Daylight savings time. Tuesdays & Thursdays are unavailable starting June 13th for JR Giants. | | | |
| | 4 | hrs | | | 4hrs field usage | | | | | | |
| Days | Field Usage Fee (weekends all day weekdays per hour) | Total | Field Usage Fee (Saturday all day weekdays per hour) | Light Hours | BBQ Area Fee | Light Fee per hour | Total | Field Usage Fee (Saturday all day weekdays per hour) | Light Hours | Light Fee per hour | Total |
| Wednesday, July 24, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Thursday, July 25, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | N/A | N/A | N/A | N/A |
| Friday, July 26, 2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$148.50 | | | | |
| | | | | | | | | | | | |
| Saturday, July 27, 2024 | \$212.00 | \$212.00 | \$212.00 | 1 | | \$32.50 | \$244.50 | \$116.00 | 2 | \$32.50 | \$181.00 |
| Sunday, July 28, 2024 | | | \$212.00 | 1 | | \$32.50 | \$244.50 | | | | |
| 7/29/2024 | \$101.50 | \$101.50 | \$116.00 | 1 | | \$32.50 | \$244.50 | \$116.00 | 1 | \$32.50 | \$148.50 |
| Total - 172 days | | \$16,447.00 | \$20,735.50 | 194.00 | \$2,662.00 | \$5,820.00 | \$24,577.50 | \$12,528.00 | 154 | \$4,620.00 | \$17,533.00 |
| | | | | | | | | | | | |
| Amount requesting to be waived | | | | | | | | | | | |
| FIELDS | FIELD FEE SPRING | FALL BALL | TOAL FIELD USE | LIGHTS FEE | BBQ Area Fee | Hard Cost staff hours | Hard Cost Restroom Supplies | TOTAL | | | |
| METZ | \$16,447.00 | \$0.00 | \$16,447.00 | \$0.00 | \$0.00 | \$2,990.00 | \$2,500.00 | \$21,937.00 | | | |
| SOPER | \$20,735.50 | \$0.00 | \$20,735.50 | \$5,820.00 | \$2,662.00 | \$2,990.00 | \$2,500.00 | \$34,707.50 | | | |
| CUTINO | \$12,528.00 | \$0.00 | \$12,528.00 | \$4,620.00 | \$0.00 | \$2,990.00 | \$2,500.00 | \$17,148.00 | | | |
| | \$49,710.50 | \$0.00 | \$49,710.50 | \$10,440.00 | \$2,662.00 | \$8,970.00 | \$7,500.00 | \$79,282.50 | | | |
| | | | | | | | | | | | |

**USE AGREEMENT
FOR
CITY OF SEASIDE FACILITIES**

This use Agreement is entered into on the first day of February 2024, by and between the City of Seaside, a Municipal Corporation under the laws of the State of California hereinafter referred to as "CITY," and Seaside Pony Baseball & Softball (organization), hereinafter referred to as the "FIELD USER," for the purposes of establishing terms and conditions for the use of the City's various baseball facilities

1. PREMISES

CITY hereby agrees to permit FIELD USER to use the public areas of Metz Park (Rubio Field), Soper Field, and Cutino Park. All located within the Seaside, California.

2. USE OF FACILITY

- a. The parties hereto agree that FIELD USER shall have use of the premises hereinabove described for their 2024 season, commencing February 3, 2024, and ending July 31, 2024, subject to reservations made with the City of Seaside Recreation Services. FIELD USER is required to notify CITY in the event fields will not be used. Failure to notify the CITY of non use may result in a \$50 fee to recoup the cost for the City's staff time.
- b. FIELD USER shall provide the CITY with a monthly schedule identifying the day, time, and team name utilizing the fields to be posted at each field. The monthly schedule shall be submitted to the CITY on the 25th day of the month by completing the Field Usage Schedule (**Attachment 'A'**).
- c. CITY shall give as much notice as possible in the event that the fields will be unavailable due to conditions beyond its control.
- d. In accordance with the City's partnership with the Blue Zones Project of Monterey County, when operating the snack bar facilities at Soper and Rubio Fields, it is recommended that the FIELD USER provide an assortment of healthier food choices, with lower amounts of fat, sugar, and sodium. To accomplish this, FIELD USER is encouraged to:
 - i. Offer more fruits, vegetables, whole grains, and low fat and low calorie foods, including low fat dairy, lean protein sources and lower fat versions of condiments.
 - ii. Offer more minimally processed foods made or foods produced without added sugar and less sodium.
 - iii. Prepare foods using healthy cooking techniques such as baking, roasting, broiling, grilling, poaching, steaming, or stir frying instead of pan frying or deep fat frying to minimize added fat to the food prepared.
 - iv. Offer seasonal and local produce, when possible.
- e. FIELD USER is responsible for adhering to the requirements of the City's Environmentally Preferable Food Packaging rules ([Municipal Code section 8.60](#)) as it relates to the operation of City snack bars.
- f. FIELD USER must follow the guidance from the California Department of Public Health as it continues to be updated.
- g. FIELD USER must adhere to local noise ordinances, and keep amplified music and announcements to a level that doesn't cause a nuisance to the surrounding neighborhoods. Sound levels should only be heard on the field of play.

3. RENTAL AMOUNT

- a. FIELD USER shall pay to CITY for the use of the premises as established in the City of Seaside Fee Schedule, which may be revised during the course of this agreement by action of the City Council. If the fee is adjusted during the course of this agreement, the new fee approved by the City Council will be applied. In lieu of this fee the FIELD USER may provide materials and labor with approval from the CITY. These “in lieu” fees shall include but not be limited to at least the following:
 - Preparation of fields before each use including striping (lime included).
 - Pickup and removal of all trash and debris (including sunflower seed shells) from the City Facility after each use.
 - Provide to the CITY at least 40 cubic yards of “Cinder Mix” as requested.
 - Rake, sweep or blow off the dugouts and spectator areas from the CITY facility after each use and dispose of all debris to include sunflower seeds, peanut shells etc.
 - Clean and maintain the snack bars in accordance with the parameters set by the Monterey County Health Department, and have each snack bar cleaned and all equipment removed at the conclusion of the season. **FIELD USER must contact Monterey County Health Department prior to snack bar operation to determine if there are any changes with types of food that can be sold (i.e. only prepackaged food may be served.)**
 - Provide the City Council in writing a copy of their important dates, to include opening and closing ceremonies, tournament and playoff schedules, and other important dates.
 - Organize a league wide field clean-up day prior to the start of the season.
- b. CITY shall notify FIELD USER of any changes to the fee schedule 45 days prior to applying the new fees for use of the parks.
- c. Payment shall be made on a monthly basis or other schedule agreeable to the City within 30 days of the billing.

4. CONDITION OF FACILITY

CITY agrees to maintain the facilities to include regular trimming of grass. FIELD USER is responsible for proper storage of concessions in Metz’s Snack Bar and Soper Field’s Snack Bar including the elevator area kept clear of storage above and below.

5. MAINTENANCE OR RENOVATION OF FACILITY

- a. CITY shall give as much notice as possible in the event that the facility will be unavailable due to conditions beyond its control, equipment malfunction or other situations requiring emergency maintenance or repairs that would restrict use of the facility by FIELD USER.

6. RESPONSIBILITY FOR PREMISES

- a. FIELD USER shall inspect the facilities upon each use and notify the City of damage or

deficiencies.

- b. FIELD USER shall quit and surrender the premises following each period of use under this Agreement in as good as state and condition as they were at the commencement of each such period. FIELD USER also agrees that if said premises, or the buildings, equipment, or furnishings thereon, are damaged during the term of the Agreement, by act, default, or negligence of FIELD USER, its officers, agents, employees, members, guests, patrons, or any person or persons admitted by FIELD USER to said premises, FIELD USER shall pay to CITY upon demand such sum as shall be necessary to restore said premises to the condition they were in at the commencement of each period of use under this agreement.
- b. FIELD USER shall provide 24 hour notification to the City for non use of facility as outlined in the scheduled identified as **Attachment 'B'** to this agreement.
- c. FIELD USER shall utilize the City of Seaside Weather Line in the event of bad weather. The phone number is 831-718-8600. Coaches and players should all be given this number to find out if fields are closed. The weather line will be updated on Mondays each week, unless there is bad weather mid-week which then it will be updated by 3pm on said day. For weekends the line will be updated by 7:30am.

7. COOPERATION

It is understood that FIELD USER will cooperate with other field users during this period so multiple users can use the fields if space allows. Seaside High school will be using the field on a daily basis and the need to share the facility is imperative. There are also a handful of dates that are unavailable that will be outlined. Cutino Park also have multiple user groups, and FIELD USER will need to adhere to the specific times that have been allocated to them.

8. ALARM AND FIELD LIGHTS

Field User will set the alarm at Soper Field Snack Bar after each use and will turn off field lights at Soper Field at the end of each day's play. Lights at Cutino park will be turned on and off by City Staff.

9. KEYS

The FIELD USER's authorized representative acknowledges receipt of the keys listed on **Attachment 'C'** and agrees to return said keys by August 1, 2024.

10. INSURANCE

- a. FIELD USER shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
 - 1. FIELD USER shall provide and maintain at it's own expense, during the terms of this Agreement a comprehensive general liability policy, including but not limited to premises, personal injuries, products, and completed operations, of insurance, satisfactory to CITY, with a combined single limit of not less than 5 million dollars (\$2,000,000) per occurrence for property damage and for bodily injury or death of persons.

2. If the organization has employees or hires an employee during the term of this agreement, evidence of adequate worker's compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than one-million dollars (\$1,000,000) per accident for all covered losses.
- b. All insurance required by this Agreement shall be with a company acceptable to CITY and authorized by law to conduct insurance business in the State of California. All such insurance shall be written on an occurrence basis, such policy with the coverage required herein shall continue in effect for the duration of this agreement.
 - c. Each insurance policy shall provide an endorsement naming CITY, its officers, agents, employees and volunteers as additional insured and shall further provide that such insurance is primary insurance to any insurance or self - insurance maintained by CITY.
 - d. Each insurance policy shall provide that CITY be given notice in writing at least thirty (30) days in advance of change, cancellation or non-renewal thereof. Said policy shall provide identical coverage for each sub-user, if any performing work under this Agreement, or be accompanied by a certificate of insurance showing each sub-user has identical coverage.
 - e. As a condition precedent to CITY performance pursuant to this Agreement, FIELD USER shall file with a certificate of insurance with the City Risk Management Officer, on or before City facilities are utilized by FIELD USER showing that they have in effect the insurance required by this Agreement. FIELD USER shall file a new or amended certificate of insurance promptly after any change is made to any insurance policy which would alter the information on the certificate then on file.
 - f. FIELD USER acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform FIELD USER of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
 - g. FIELD USER shall renew the required coverage annually as long as CITY, or its employees or agents face an exposure from operations of any type pursuant to this agreement.

11. INDEMNITY

- a. FIELD USER shall defend, indemnify and hold harmless CITY and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act, error or omission of the FIELD USER, its agents or employees, in the performance of the work and/or any activity related to this contract.
- b. CITY shall indemnify and hold harmless FIELD USER and its officers, officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by any reason of any act, error or omission of the CITY, its agents or employees, in the performance of the any work related to this contract.

- c. FIELD USER shall so conduct its activities upon the premises so as not to endanger any person lawfully thereon; FIELD USER hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premises by consent, expressed or implied, of its officers, agents, employees, or members.

12. COMPLIANCE WITH LAWS

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

13. TRANSFERABILITY

This agreement applies exclusively to Seaside Pony Baseball & Softball and field use privileges will not be transferred to any other group or individual. Any other groups or individuals wishing to use City of Seaside fields must apply in advance to the Recreation Services Department for consideration by department.

FIELD USER shall not sublease in whole or any part of the premises and shall not assign, hypothecate, or mortgage any or all of its rights hereunder, without the prior written consent of CITY.

14. TERM OF AGREEMENT

- a. This agreement shall remain in effect until July 31, 2024, agreement requires proof of current liability insurance naming the City of Seaside as additional insurers and updated **Attachments 'A', 'B', and 'C'**.
- b. This agreement may be terminated by either party upon thirty (30) days written notice.

15. NONDISCRIMINATION

FIELD USER will not discriminate against any participant based on race, color, sex, origin, disability, or any other protected classification.

16. TAX EXEMPT STATUS

If applicable, FIELD USER shall submit a copy of the letter from the Internal Revenue Service determining their tax exempt status under 501 c (3) of the Internal Revenue Code and a copy of the letter from the State of California Franchise Tax Board determining tax exempt status under Section 23710 (d) Revenue and Taxation Code prior to execution of this agreement.

17. NOTICE

All notices herein provided to be given, or which may be given by either party to the other, shall have been deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified, and postage prepaid, and addressed to the respective parties as follows, or personally served on:

CITY OF SEASIDE
Recreation Services

986 Hilby Avenue
Seaside, CA. 93955

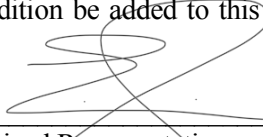
SEASIDE PONY BASEBALL & SOFTBALL
P.O. Box 1022
Seaside, CA 93955

18. ATTORNEY FEES AND COSTS

Should either party to this Agreement bring suit against another party (formal Judicial proceeding, mediation or arbitration), for breach of any term, covenant, condition or obligation contained herein for the recovery of any sum due hereunder, or for any summary action for forfeiture of this Agreement or to prevent further violations of any of the terms, covenants, conditions, or obligations, or for any other relief then, and in that event, the case shall be handled in Monterey County, California, and the prevailing party in such suit or summary action shall be entitled to a reasonable attorney's fee to be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

19. ENTIRE AGREEMENT

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



Authorized Representative
FIELD USER- Seaside Pony Baseball & Softball

01/24/24

Date

City Manager
City of Seaside
CITY OF SEASIDE

Date

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**ADOPTING THE FACILITY USE AGREEMENT WITH SEASIDE PONY
BASEBALL/SOFTBALL FOR THEIR 2024 SEASON**

WHEREAS, the City of Seaside and Seaside Pony Baseball/Softball enter into an Agreement dated February 1, 2024, for the use of Soper, Cutino, and Rubio fields for league practices, games, and tournaments for the 2024 season; and

WHEREAS, the approval of the Facility Use Agreement for the use of Soper, Cutino and Rubio fields is necessary so Seaside Pony can continue to provide recreational baseball and softball programs to the youth of the community; and

WHEREAS, flexibility is needed to allow other user groups who will be paying usage fees the ability to use facilities in order to achieve cost recovery goals identified in the Recreation Programs Cost Recovery Policy; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby approves the Facility Use Agreement for Seaside Pony for the 2024 season.

PASSED AND ADOPTED at a (regular meeting of the City Council of the City of Seaside duly held on the 1st day of February 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 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: Romeo Herrera, Chief Building Official

DATE: February 1, 2024

**SUBJECT: ADOPT A RESOLUTION APPROVING AN ON CALL LIST FOR
BUILDING AND SAFETY CONSULTANT SERVICES**

RECOMMENDATION

Adopt a resolution approving an on call list of consultant firms to provide professional services to the City for building and safety services.

BACKGROUND

Building, Safety and Code Enforcement Services encompasses a specialty of engineering with expertise in various areas of design and construction related to building code minimums. These include but are not limited to architectural, structural, fire-safety, accessibility/CASp (Certified Access Specialist), energy, mechanical, electrical and plumbing. The City, on occasion, is in need of consultants who specialize in these fields to provide additional technical support for City staff.

With multiple small, medium and large projects in the queue, the City is in need of additional building, safety and code compliance services to augment our current staff in providing plan check, field inspections, and permitting services. An approved on-call consultants lists will provide Building, Safety and Code Enforcement Services with the resources to provide services in a timely manner. The use of on-call consultants is common practice in most agencies, when working on special projects where specialized services are needed.

Should the City Council authorize approval, the on-call list will be in effect for one year, with the option to extend annually for up to three years at the discretion of the City Manager.

Request for Qualifications Process

On December 28, 2023, the City released a Request for Qualifications (RFQ) for On-Call Consultants – Building Services. The RFQ clearly stated that the City was seeking to establish an on call list for professional services to assist staff in providing building, safety and code enforcement services. The RFQ was posted on the City's website and published in the Monterey County Weekly.

The RFQ was posted on the City's website and distributed to several local engineering firms. On January 19, 2024, the City received five submittals in response to the City's RFQ. Using the selection criteria outlined in the RFQ, staff reviewed and rated the proposals based upon organization, staff, experience, professional standing, and value. Staff recommends the following five firms be approved to serve as on-call consultants for Building, Safety and Code Enforcement Services (in alphabetical order):

1. 4Leaf, Inc.
2. CSG Consultants
3. Shums Coda Associates (SCA)
4. TRB + Associates
5. West Coast Code Consultants (WC3)

All firms that submitted are qualified and demonstrate a clear understanding of the City's needs, ability to respond quickly to City requests, and experience with an array of Building, Safety and Code Enforcement services. It is recommended that the City Council approve 4Leaf, Inc., CSG Consultants, Shums Coda Associates, TRB + Associates, and West Coast Code Consultants to serve as on-call consultants to provide building, safety and code enforcement services.

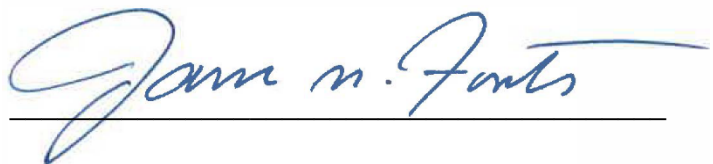
FISCAL IMPACT

The approval of this resolution will have no immediate impact on the general fund because most, if not all, funds needed to pay for these services will be charged to specific projects. The amount of work to be performed by these consultants during the approval period have not been defined as of yet. The consultant will work on an on-call basis as defined by the City. All work orders will have a defined scope, schedule, and fee arrangement that will be negotiated on a project-by-project basis.

ATTACHMENTS

1. Resolution

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPTING 4LEAF, INC., CSG CONSULTANTS, SHUMS CODA ASSOCIATES, TRB+ASSOCIATES AND WEST COAST CODE CONSULTANTS TO PROVIDE ON-CALL BUILDING AND SAFETY SERVICES

WHEREAS, Building, Safety and Code enforcement services encompasses a specialty of engineering with expertise in architectural, structural, fire-safety, accessibility/CASp, energy, mechanical, electrical and plumbing; and

WHEREAS, the City of Seaside, on occasion, in in need of consultants who specialize in building, safety and code enforcement; and

WHEREAS, on December 28, 2023, the City released an Request for Qualifications for professional services for Building, Safety and Code Enforcement Services; and

WHEREAS, based on competitive proposals submitted on January 19, 2024 by firms that have performed similar work, 4Leaf, Inc., CSG Consultants, Shums Coda Associates, TRB+Associates and West Coast Code Consultants were selected as the most qualified to perform these services based on professional qualifications, similar experience and sufficient staffing capabilities to provide service in a timely manner.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve 4Leaf, Inc., CSG Consultants, Shums Coda Associates, TRB+Associates and West Coast Code Consultants, to provide Building, Safety and Code Enforcement Services. Approval is for one year of service and may be extended at the City Manager recommendation in one ear increments through February 1, 2027.

Selected consultants will work on an on-call basis as defined by the City. Work orders 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 Council of the City of Seaside duly held on the 1st day of February, 2024, 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 TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Andrew Myrick, Economic Development & Community Planning Manager

DATE: February 1, 2024

SUBJECT: ADOPT A RESOLUTION TO ENTER INTO AN AGREEMENT WITH JACOB GREEN & ASSOCIATES FOR THE PREPARATION OF A CLIMATE ACTION AND ADAPTATION PLAN (CAAP) FOR AN AMOUNT NOT TO EXCEED \$149,500.00

RECOMMENDATION

Adopt a resolution entering into a professional services agreement for the CAAP with Jacob Green & Associates for an amount not to exceed \$149,500.000.

BACKGROUND

In 2017, the City Council adopted Resolution 17-47, committing the City to a series of principles regarding climate change. The City further undertook several of the tasks identified in that Resolution, including creating an inventory of greenhouse gas (GHG) emissions. Climate change has continued to worsen in the intervening years, with 2023 being the hottest year on record for global temperatures.

On September 21, 2023, the City Council approved the release of a Request for Proposals for the development of a Climate Action and Adaptation Plan. Following this, staff released the Request for Proposals. Four responses were received prior to the deadline. Three staff members (Jose Bazua, Economic Development Director; Andrew Myrick, Economic Development and Community Planning Manager; and Beth Rocha, Senior Planner) reviewed the applications and conducted interviews with the respondents. Following this, each response was scored by each staff member independently based upon criteria included in the RFP approved by Council and the scores consolidated. Based on this, staff recommends that the City enter into a Professional Services Agreement with the respondent receiving the highest score, Jacob Green & Associates.

The proposal received from Jacob Green and Associates (JGA) is attached to the Proposed Professional Services Agreement. It would generally include the following (specific details for each of these are included in Exhibit A of the Agreement):

- General Project Orientation and Management
- Stakeholder and Community Education and Engagement, including public outreach conducted both in-person and virtually
- Identification, evaluation, and mapping of vulnerabilities and risks from climate change that are specific to the community
- Review and updating of existing GHG inventories
- Development of GHG reduction targets and mitigation/adaptation measures
- Development of an Implementation Plan to execute the CAAP, including specific timelines and resources needed
- Drafting of the CAAP
- Preparation of any necessary CEQA documents

Work would be performed for a flat rate of \$149,500, with payment due based on progress towards meeting each of the tasks identified in the contract. It is estimated that the work would begin promptly and take a total of 46 weeks (a full accounting and timeline for the work is included in Exhibit B of the Agreement). The primary staff at JGA that would be responsible for preparation of the CAAP would be Justin Clifton and Patrick Marchman, AICP. Biographies of these individuals are attached in Attachment 2.

Staff recommends that Council adopt the attached Resolution.

FISCAL IMPACT

This contract would have a one-time cost of \$149,500. These funds have been previously budgeted and no additional financial allocation is necessary.

ATTACHMENTS

1. Attachment 1 - City Council Resolution CAAP Agreement JGA
2. Resolution Exhibit A - Professional Services Agreement
3. Attachment 2 - Project Manager Biographies

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

RESOLUTION NO. 24-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
ENTERING INTO AN AGREEMENT WITH JACOB GREEN & ASSOCIATES FOR
THE PREPARATION OF A CLIMATE ACTION AND ADAPTATION PLAN (CAAP)
FOR AN AMOUNT NOT TO EXCEED \$149,500**

WHEREAS, on July 6, 2017, the Seaside City Council adopted Resolution 17-47 to commit itself to a series of principals established by the US Conference of Mayors to stave off climate change as well as identifying specific actions to reduce the City's carbon footprint; and

WHEREAS, since 2017, climate change has continued to worsen, with July 2023 being the hottest month ever recorded for global temperatures; and

WHEREAS, climate change poses a significant threat to the health and safety of the residents of Seaside though increased risks of natural disasters such as wildfire, flooding, storms, and extreme heat; and

WHEREAS, the City Council desires to better understand the City's climate impacts as well as identify concrete steps that the City can take to mitigate those impacts; and

WHEREAS, on September 21, 2023, the City Council directed staff to release a Request for Proposals (RFP) to identify a consultant to develop a CAAP; and

WHEREAS, City staff released the RFP and, upon reviewing the responses and interviewing the respondents, recommends that the City Council retain Jacob Green & Associates to prepare the desired CAAP.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve the attached Professional Services Agreement with Jacob Green & Associates, included herein as "Exhibit A," to prepare a CAAP for an amount not to exceed \$149,500.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute said Professional Services Agreement on behalf of the City of Seaside, and to make minor administrative changes to said Agreement consistent with this approval.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 1st day of February, 2024, 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 TO FORM:

Sheri L. Damon, City Attorney

Attachments:

Exhibit A – Professional Services Agreement



CITY OF SEASIDE PROFESSIONAL SERVICE AGREEMENT FOR CLIMATE ACTION AND ADAPTATION PLAN (CAAP)

This PROFESSIONAL SERVICE AGREEMENT (PSA) ("AGREEMENT") is made and effective as of February 1, 2024, between the ("AGENCY") City of Seaside, a municipal corporation and Jacob Green and Associates, Inc., an S-Corporation ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on February 1, 2024 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025 unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. 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. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. 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.

IV. AGENCY MANAGEMENT

Agency's City Manager, or his/her designee ("Agency Manager"), 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 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 V hereof.

V. 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 one-hundred forty-nine thousand five hundred dollars (\$149,500.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT. Invoices shall be based on the incremental (ie percentage) of each task identified in Exhibit B.
- 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 Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency 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. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. 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 V.

VII. 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 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 designee 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 or fails to present the AGENCY with a written plan for the cure of the default, 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.

VIII. 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 or copies 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.

IX. INDEMNIFICATION AND DEFENSE

A. 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 subconsultants (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.

B. 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 indemnity. 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.

X. 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.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. 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.

XII. 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.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was 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 has or 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 AGENCY to any and all remedies at law or in equity.

XIV. 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.

XV. 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 ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such 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.

XVI. 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: Jacob Green
Jacob Green & Associates
13217 Jamboree Road, Suite 248
Tustin, CA 92782

XVII. 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, Justin Clifton and Patrick Marchmen shall be the Project Managers for the services described in this AGREEMENT. Project Managers may use assistants, under his/her/their direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of either Project Manager from CONSULTANT's employ. Should either Project Manager 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. Before retaining or contracting with any SUBCONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed SUBCONSULTANT, a copy of the proposed written contract between CONSULTANT and SUBCONSULTANT which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as

an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed SUBCONSULTANT carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. 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.

XIX. 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.

XX. 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 and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, 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.

XXI. 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. 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. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXII. 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: Jacob Green & Associates

By: _____
Jacob Green, President & CEO

Date: _____

City of Seaside
A Municipal Corporation

Jaime Fontes, City Manager

Date: _____

| | | |
|--------------|-----------|--|
| Attachments: | Exhibit A | Scope of Work |
| | Exhibit B | Price Proposal and Schedule & Timeline |
| | Exhibit C | Insurance Requirements |
| | Exhibit D | Request for Proposals |

EXHIBIT A
SCOPE OF WORK



RESPONSE TO THE SCOPE OF WORK

The proposed Scope of Work outlines the comprehensive approach that JGA will undertake in collaboration with City staff and community stakeholders to develop the Climate Action and Adaptation Plan (CAAP). The Plan will incorporate best practices in the rapidly emerging climate adaptation and mitigation fields, and will look to leading examples of such plans throughout the world. Per the City's RFP, the Plan will conform to standards set out in the following laws and guidance:

- Senate SB-32, Executive Order B-30-15 and other Relevant State Legislation and Executive Orders as appropriate
- Senate SB-272, Sea level rise: planning and adaptation, mandating all coastal communities put in place planning for sea level rise by 2034
- City Plans
- California Environmental Quality Act
- Climate Mayors
- Urban Environmental Accords

Task 1: Project Orientation and Management

This task involves onboarding the project and aligning on goals, plans, and processes. JGA will work with City staff and stakeholders to finalize the scope and work plan. The Project Team will develop clear goals, objectives, and performance targets for the Plan. Goals and objectives will focus not only on greenhouse gas reduction, climate adaptation, and long-term disaster risk reduction but also, where possible, on co-benefits such as health, equity, and economic development. We will develop a project schedule with milestones, create an organizational chart, and hold regular check-in meetings throughout the duration of the project. Additionally, we will provide monthly status reports and present to city commissions and council.

Project management will continue through the duration of the project. It will be streamlined so that the project team will stay on track with budget and schedule, while maintaining flexibility for inclusion of input from the City and the integration of innovative concepts. Task 1 overall project management meetings and connection points with the City will include the following (please note meetings under Task 1 are separate from meetings specified under subsequent tasks):

- Project Kick Off Meeting: Project Manager and key personnel will attend a project kickoff meeting with the City to review project goals, communication protocols, schedule, deliverables, and meeting dates. This meeting will be conducted as an in-person meeting and will give Team members an opportunity for a site visit.
- Status/Progress Meetings: Standing, bi-weekly meetings with key project team and City staff.
- Ongoing Communication: Email exchanges, phone calls and web meetings to discuss project progress, identify challenges, and develop strategies to overcome them.

Task 1: Deliverables

- Participation in a kick-off meeting with the City of Seaside
- Project Management Plan to detail decisions made at the kick-off meeting.
- Goals and objectives for the Plan, including 5- and 10-year performance targets.
- Scheduling and facilitation of bi-weekly Plan progress meetings.



Task 2: Stakeholder Education and Engagement Plan

This task focuses on stakeholder outreach and education to inform the CAAP. Our engagement plan will actively involve the community in the development of the CAAP. The plan will aim to reach a diverse population, including underrepresented groups, and ensure effective communication and collaboration with the City Council throughout the process.

Based on our experience and consultation with the City, we will implement proven strategies, both in-person and virtual, to engage diverse communities in Seaside and use measurable evaluation methods. Additionally, we will attend community events, hold workshops, create surveys and educational materials, and leverage interactive tools. We will coordinate closely with City staff prior to each meeting and tailor our approaches to each audience. Translation into Spanish will be determined in consultation with the City.

- **Initial Planning Phase:** In this phase, we will collaborate with the City and community partners to determine the relevant organizations and stakeholders. We will develop clear goals and objectives for the engagement plan, ensuring that they align with the objectives of the CAAP.
- **Outreach Strategies:** We will develop strategies, including social media engagement, to reach different segments of the community, ensuring inclusivity and representation of diverse populations, collaborating with local community based organizations to enhance outreach efforts and leverage their existing networks and relationships within the community.
- **Meetings:** Upon determining the exact number of meetings required, we will coordinate and lead community engagement meetings at accessible venues within the City. We will design engaging and interactive meeting formats, including presentations, workshops, small-group discussions, and question-and-answer sessions. We will use plain, easy to-understand language throughout to enhance comprehension. We will produce detailed reports summarizing the key discussions, feedback, and recommendations from each meeting.
- **Continuous Feedback and Communication:** We will establish channels for ongoing feedback, such as dedicated email addresses, hotline numbers, or online feedback forms, to allow community members to provide input outside of formal meetings. We will communicate regularly with the community and stakeholders, providing updates on the progress of the CAAP development and highlighting how their input is being incorporated.

Task 2: Deliverables

- Finalized Community Engagement Plan
- Outreach Materials including flyers, posters, presentation materials, surveys, and reports.
- Community engagement meetings to be determined in consultation with the City.

Task 3: Climate Change Community Assessment

This task involves assessing climate vulnerabilities and risks specific to the community. We will undertake an in-depth review of current climate hazard vulnerability assessment and action plans as listed in the RFP and any relevant policies and regulations. This will provide a foundation for the Draft CAAP to help identify areas of focus, including where policies are not currently clear to the community and risk hotspots across the City. In consultation with the City and using insights gained from examination of relevant documents as well as stakeholder engagement, we will then develop a vulnerability assessment to understand how these risks impact community assets, resources, and citizens.



What we will be looking for will include:

- Understanding of the condition of the coastline incorporating existing sea level rise vulnerability assessments, environmental and hazard assessment information;
- Appropriate location, maintenance, and adaptation of private and public assets;
- Adaptive planning of coastal areas as identified in existing initiatives;
- Review of Parks Master Plans, Local Coastal and Land Use Plans and strategies related to climate change response and adaptation in the coastal zone;
- Roles, responsibilities, and governance of climate hazard management.

Our team proposes that the results of the risk assessment will be reviewed and refined with input from the City to identify the scale of consequences. When looked at through the lens of climate change, the timescale of natural hazards expands from hours or days (e.g. storm surges, short term coastal erosion) to decades or centuries (e.g. long-term coastal recession, sea level rise). This phase will assess risk on multiple sea level rise scenarios based on representative concentration pathways (RCP) used by the Intergovernmental Panel on Climate Change (IPCC).

Our team will develop a risk assessment framework to inform the development of the CAAP, which will consider risk likelihood and consequence, and be modified based on outcomes from community engagement and feedback received during Task 2. To provide a robust risk identification, we will use the Exposure, Vulnerability and Tolerability (EVT) approach:

$$\text{Risk} = (\text{likelihood} \times \text{hazard}) + \text{vulnerability} - \text{tolerability}.$$

Once probabilities and consequences are quantified for each event, the relevant risk will be obtained using the discrete likelihood/consequences matrix. For each climate change planning horizon, risk will be classified as low, medium, high, or extreme. Risk calculation will be further refined by researching any existing risk controls, and considering how these may reduce risk in current and future scenarios.

As part of this exercise, we will identify if and when risk profiles for the selected key assets are likely to transition from acceptable to unacceptable, as a result of climate change and sea level rise. This will enable comprehensive assessment to identify unacceptable risks to assets, and the specific trigger points, based on changing risk profiles over time for each of the key assets identified.

Task 3: Deliverables

A detailed summary report of all analysis undertaken and outcomes achieved during the development of Task 3, including:

- Vulnerability and risk assessment framework development
- Vulnerability and risk assessment results and mapping
- Testing of risk assessment framework outcomes with the City and key stakeholders
- Community engagement activities including workshops and other meetings

Task 4: Inventory Analysis and Forecast

This task entails developing GHG inventories and forecasts to establish baselines. JGA will review previous inventories and update current community/municipal inventories, including forecasts under Business as Usual (BAU). We will utilize standardized protocols and methodologies.



We will begin by collecting relevant data on greenhouse gas emissions from various sources. This data may include energy consumption, transportation statistics, waste generation, and other factors contributing to GHG emissions. We will determine the baseline year against which future emissions will be compared. This baseline year represents the starting point for emissions reductions efforts. We will then calculate the total GHG emissions for the baseline year. This includes emissions from various sectors, such as energy, transportation, agriculture, and waste.

We will choose established and recognized protocols and methodologies for GHG accounting. Commonly used standards include the Greenhouse Gas Protocol, the Intergovernmental Panel on Climate Change (IPCC) guidelines, and ISO 14064. A Business as Usual (BAU) scenario will then be developed as a reference point for assessing the impact of future actions. We will verify data sources, calculations, and assumptions to minimize errors and uncertainties in the inventory and forecasts.

Task 4: Deliverables

- GHG inventor and forecast.

Task 5: Develop GHG Reduction Targets & Mitigation/Adaptation Measures

This task involves setting GHG reduction goals, associated mitigation measures, and climate adaptation actions, and identifying strategies to reach them. We will develop a matrix of mitigation and adaptation strategies for each sector.

Our team will undertake an adaptation pathways approach. Adaptation should focus less on hard infrastructure solutions (i.e. defense) as the complete solution to identified climate hazards, and more on how the individual, societal, environmental, and settlement fabric of Seaside need to evolve over time to become more resilient and adaptive to change.

There are a range of adaptation options relevant to the Seaside area, though some may be more suited to specific areas relative to risk, community expectation, feasibility, and the like. A holistic, integrated, and transparent approach to adaptation option identification would be taken to ensure a suite of delivery mechanisms are identified, such as:

- Planning response
- Emergency warning and management
- Community education
- Additional/upgraded infrastructure
- Asset management
- Nature-based solutions such as shoreline revegetation defense measures (i.e. engineering solutions)

Our professional expertise and experience to date our collective team are well-placed to not only identify potential adaptation options but to also develop a series of adaptation principles and strategies that are tailored to Seaside's existing built fabric, skill base, and economy. This in-depth socio-economic appraisal will take the concepts and ideas developed and test them for relevance against the resilience targets and approaches identified pertaining to this work.

Our team proposes an internal City workshop to be held at the beginning of Task 5 to aid the adaptation options shortlisting process. This will allow early input and ownership into option development.



Ensuring stakeholders, emergency services, local disaster management groups, and community groups is vital in providing insight into the background and needs of the project. Having an understanding that solutions may come from a range of disciplines tempered via community expectations is a valuable tool in the process. We will employ all suitable engagement methods to ensure that a wide range of views and opinions are collected during the identification of adaptation options.

Evaluation will consider all policies, procedures, measures, and the degree of risk mitigation achieved to recommend preferred option(s) to proceed. The feasibility, practicality, and appropriateness of the adaptation options including likely costs, benefits, impacts and effectiveness will be considered during the shortlisting process.

We will also present a road map to funding opportunities for the recommended options. Funding will be identified from national and state sources.

Task 5: Deliverables

Draft mitigation/adaptation matrix with evaluation criteria. These criteria will include:

- Identification of broad categories applicable for each locality and/or key asset
- Description of the adaptation option and its suitability
- Information on the methodology for construction and ongoing maintenance costs of the adaptation option
- Commentary on the effectiveness of this adaptation for identified climate hazards and future sea level scenarios
- Preliminary design criteria for adaptation options that require engineering

Task 6: Develop Implementation Plan

This task focuses on creating a detailed implementation plan to execute the CAAP. The consultant will identify specific actions, timelines, responsibilities, and resources needed. They will also assess strengths, weaknesses, and barriers to implementation.

Task 6: Deliverables

- Implementation plan for how to drive plan adoption, to be incorporated into the final CAAP.

Task 7: Develop Draft and Final CAAP

Our team will compile all assessments and deliver a final version of the Plan to the City for review and approval. The development of the overall CAAP will be a culmination of the results of all previous tasks, as well as the inclusion of critical goals, objectives, and developed during this planning process. It will include graphics that are understandable at-a-glance by stakeholders of all backgrounds.

Drawing on the results of previous tasks, adaptation pathways diagrams will be developed to help visualize how response options can be sequenced through time as risk increases or risk acceptability decreases. As part of the CAAP development, a barrier analysis will be undertaken on the preferred options to determine what may affect their implementation. Technically robust adaptation options may not be pursued if they do not align with the values of a community or the prevailing policy, governance, and legislative context.



The Plan will identify early action planning projects that are eligible for implementation in individual planning projects may be small in scale and scope, but they will provide tangible benefits in terms of risk reduction. These early wins will help the City generate momentum and build trust in the process. The Action Plan will also identify promising solutions that face greater constraints or address longer-term risks that are still uncertain.

To ensure the Plan is effective, we will include a strategy for monitoring and updating it over time. This will involve identifying specific indicators and metrics to measure progress towards resilience goals and establishing a timeline for reviewing and updating the Plan as needed.

We recognize the importance of integrating the CAAP with other existing plans and will provide a guide to connect and integrate actions specified in the Plan with those in other relevant plans. This will ensure that the City's efforts towards resilience are cohesive and effectively implemented across all departments.

Taking into account all feedback and comments on the draft Plan, we will then produce a finalized CAAP. We will develop an executive summary and presentations for four anticipated public hearings on the Plan.

As part of this task, we will develop a presentation to be delivered to the City. This presentation will include a summary of the Plan's key elements, as well as recommendations for implementation so as to hit the ground running in making the Plan effective for the City. We will remain flexible and responsive throughout the process, making any necessary modifications to the Plan based on feedback and requests from the City. Our goal is to provide a comprehensive and effective CAAP that meets the needs and priorities of the City and supports its long-term resilience against climate-related hazards.

Task 7: Deliverables

- Final CAAP.
- An executive summary for distribution to stakeholders.
- Plan will be delivered as one Word and one Adobe PDF electronic copy. We will also deliver all data compiled for models and analyses in Excel format.
- Presentation of the Plan to City.

Task 8: CEQA Compliance

This task involves completing the CEQA environmental review process of the CAAP. JGA will prepare draft and final environmental documents and conduct required public notice and review.

Task 8: Deliverables

- CEQA environmental review of CAAP.

EXHIBIT B

PRICE PROPOSAL AND SCHEDULE & TIMELINE

PRICE PROPOSAL

This proposal outlines the total all-inclusive not-to-exceed maximum price of \$149,500, which encompasses all the necessary tasks, deliverables, and expenses associated with successfully completing the scope of work outlined in the request for proposals. Our cost proposal includes detailed budgets for each significant milestone, providing transparency and ensuring that all aspects of the project are accounted for. Our goal is to provide a comprehensive and competitive cost proposal that reflects our understanding of the project's requirements and our commitment to delivering high- quality results.

| Work Task | Fee |
|---|-----------|
| Task 1: Project Orientation and Management | \$15,500 |
| Task 2: Stakeholder Education and Engagement Plan | \$15,500 |
| Task 3: Climate Change Community Assessment | \$29,500 |
| Task 4: Inventory Analysis and Forecast | \$19,500 |
| Task 5: Develop GHG Reduction Targets & Mitigation/Adaptation Measures | \$19,500 |
| Task 6: Develop Implementation Plan | \$10,500 |
| Task 7: Develop Draft and Final CAAP | \$15,500 |
| Task 8: CEQA Compliance | \$24,000 |
| Total All-Inclusive Price: | \$149,500 |

This submitted Proposal shall remain valid for 12 months.

EXCLUSIONS

The following program expenses, if necessary, are not included in consultant fees and are the responsibility of the City:

- Printing of program materials
- Public Meeting Notices
- Venue rental fees
- Advertisement/marketing expenses
- Food and beverages for trainings and/or meetings
- Translation Services - In-person/documents

SCHEDULE & TIMELINE

| Task/Milestones | Time For Completion |
|--|---------------------|
| Task 1: Project Orientation and Management | 2 weeks / ongoing |
| Task 2: Stakeholder Education and Engagement Plan | 4 weeks |
| Task 3: Climate Change Community Assessment | 8 weeks |
| Task 4: Inventory Analysis and Forecast | 8 weeks |
| Task 5: Develop GHG Reduction Targets & Mitigation/Adaptation Measures | 6 weeks |
| Task 6: Develop Implementation Plan | 4 weeks |
| Task 7: Develop Draft and Final CAAP | 8 weeks |
| Task 8: CEQA Compliance | 6 weeks |
| Duration: | 46 weeks |

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.

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.

Umbrella or excess liability insurance. 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 PROPOSALS

City of Seaside, CA

**REQUEST FOR PROPOSALS
FOR
CLIMATE ACTION & ADAPTATION PLAN**

**Issue Date: September 29,
2023**

Submittal Deadline: October 30, 2023 at 5pm

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I. Introduction

I.A. What We Are Looking for in a Proposal?

The City of Seaside is seeking a qualified consultant or team of consultants to provide facilitation, technical, and design services for the development and approval of a Climate Action & Adaptation Plan (CAAP). The CAAP will serve as the roadmap for the City to equitably achieve carbon neutrality by the year 2050, or sooner.

Environmental Achievements

The City of Seaside (the “City” or “Seaside”) has shown its commitment to sustainability through the implementation and initiation of a variety of sustainability projects: LED streetlights, electric vehicle charging stations for the city fleet, facility lighting LED upgrades at 12 city facilities, City Hall solar canopy and panels, installation of water refilling stations in city facilities, water heater electrification at six city facilities, and a variety of other projects which seek to foster economic vibrancy and sustainable living. Additionally, Seaside is committed to making sustainability one its highest priorities and has been recognized for the following Beacon Spotlight awards:

- Agency Energy Savings (electricity) Gold Level 16% (2018)
- Silver Level Agency Energy Savings 8% reduction (2017)
- Platinum Level Agency Energy Savings 29% (2020).
- Community Greenhouse Gas Reductions Platinum Level, 20% (2017)

In 2018, Seaside established the Environmental Commission to investigate and advocate for sound environmental policy and action, as well as outreach and education on climate change for Seaside residents. Complementary to this effort is the development of a new CAAP to assess the impact of climate change and create climate change adaptation solutions.

Our Challenge

Seaside recognizes that climate-related issues do not affect members of the community equally. Some community members are disproportionately affected by negative climate impacts. As Seaside continues to reflect on and address equity, it is critical that a social equity component be integrated into the CAAP together with climate change mitigation and adaptation directives. The City expects to engage the community in the development of the CAAP to assist the City in outlining the social, economic, and environmental benefits of implementing the CAAP and to establish ways to ensure equitable distribution of these benefits to the City’s minority-majority population.

Through this CAAP, Seaside seeks to:

- Develop a pathway to deliver an emissions neutral city by 2050 or sooner and set out methodologies for prioritizing transformational actions,
- Demonstrate how Seaside will adapt and improve its resilience to climate change that impacts the City now and respond to future climate change scenarios,
- Engage with the community to communicate the climate challenges, and identify opportunities for change in response to these challenges,
- Engage with the community in the CAAP development, and outline social, environmental, and economic benefits expected from implementing the plan, including designing inclusive climate actions with a fair and equitable distribution of benefits,
- Detail the City's governance, powers, and capacity, as well as identify the partners who need to be engaged to accelerate the delivery of the City's mitigation targets and resilience goals,
- Establish a set of cohesive sustainability strategies, implementation measures, and metrics for measuring progress and success across the City organization; and,
- Identify synergies between mitigation and adaptation strategies to leverage City resources and budgets.

Our Values

The guiding principles or values for the CAAP shall be based on the principles defined by the United Nations Human Settlements Program (UN-Habitat) and embody the following characteristics: ambitious, inclusive, fair, comprehensive and integrated, relevant, actionable, evidence-based, transparent, and verifiable.

Ambitious: Setting goals and implementing actions that evolve iteratively towards an ambitious vision.

Inclusive: Involving multiple city government departments, stakeholders, and communities with particular attention to marginalized groups, in all phases of planning and implementation.

Fair: Seeking solutions that equitably address the risks of climate change and share the costs and benefits of action across the city.

Comprehensive and Integrated: Coherently undertaking adaptation and mitigation actions across a range of sectors within the city, as well as supporting broader regional initiatives and the realization of priorities of higher levels of government when possible and appropriate.

Relevant: Delivering local benefits and supporting local development priorities.

Actionable: Proposing cost-effective actions that can realistically be

implemented by the actors involved, given local mandates, finances, and capacities.

Evidence-based: Reflecting scientific knowledge and local understanding and using assessments of vulnerability and emissions and other empirical inputs to inform decision-making.

Transparent and Verifiable: Following an open decision-making process and setting goals that can be measured, reported, independently verified, and evaluated.

I.B. RFP Contacts – Limitation on Communications

Commencing from the date the City Council approves issuance of this RFP, and unless expressly authorized in this RFP, any contact or any communications with City officials other than the City Contact is expressly prohibited. The limitation on communications shall continue until the date on which the City awards a contract, if any.

In addition, proposers must not directly or indirectly give, furnish, donate, or promise any money, compensation, gift, gratuity, or anything of value to the Seaside City Council or any City employee for the purpose of, or which has the intent or effect of:

1. Securing or establishing an advantage over other proposers;
2. Securing or recommending the selection of the proposer's proposal; or
3. Securing or recommending a Contract award to any Proposer.

Violation of the forgoing prohibitions will constitute grounds for rejection of a proposal(s). Such rejection may be made within the sole and absolute discretion of the City of Seaside.

All communications, including questions, with the City Contact shall be made via email. Communications made via other means will not be returned and may result in disqualification. The City Contact for this RFP is:

Andrew Myrick
Economic Development and Community Planning Manager
440 Harcourt Ave.
Seaside, CA 93955
Email: amyrick@ci.seaside.ca.us

II. Scope of Work and Oversight

II.A. Project Organization

The City of Seaside seeks to develop an original CAAP that envisions an equitable and sustainable future through a bold, innovative, and inclusive vision

enabling the successful achievement of carbon emission reductions.

The City invites consultants to utilize elements which incorporate innovation and creativity to delivering a top value CAAP. The plan will set the desired Greenhouse Gas (GHG) reduction goals. It should include shorter ambitious, science-based targets for 2030 and a net zero emissions target by 2050, and provide a framework to track and monitor the progress of strategic measures. It should also keep equity at the forefront with an emphasis placed on Diversity, Equity, and Inclusion.

Additionally, with assistance from City staff, the Consultant will engage external stakeholders to obtain widespread support and buy-in for the CAAP, ensuring inclusivity of the plan development process. External stakeholders should include but not be limited to:

- Local businesses, property owners, and renters.
- Non-profit groups.
- Local institutions such as schools, higher educational institutions, hospitals/community health facilities and cultural institutions.

The CAAP should:

- Develop a current GHG Inventory based on latest available data to measure the City's progress in reducing GHG emissions,
- Incorporate innovative strategies and solutions for both climate action and adaptation,
- Outline the current climate challenges in Seaside's communities, and the opportunities for climate and greenhouse gas reduction goals,
- Serve as a mechanism to tie together the City's existing and developing sustainability initiatives, strategies and plans with the community's goals,
- Establish a set of cohesive sustainability strategies, implementation plans and metrics for measuring progress, and for improving Seaside's sustainability and its contribution to regional and state strategies and initiatives,
- Activate and engage residents, businesses, and institutions with positive actions and tangible benefits,
- Prepare a qualified CAAP that may be used for future tiering and project streamlining.

The CAAP must utilize, align with, conform to, and as applicable, comply with the following:

- Senate SB-32, Executive Order B-30-15 and other Relevant

State Legislation and Executive Orders as appropriate

- City Plans
- California Environmental Quality Act
- Climate Mayors
- Urban Environmental Accords

II.B. Proposed Project Summary of Deliverables

The table below shows the summary of deliverables.

| Task | Deliverables |
|---|---|
| Task 1: Project Orientation and Management | <ol style="list-style-type: none">1. Project Work Plan, including final scope of work, deliverables, and timeline with key milestones2. Project organizational chart and contact list3. List of City meeting dates and Council/Commission update sessions |
| Task 2: Stakeholder Education and Engagement Plan | <ol style="list-style-type: none">1. Stakeholder Engagement Plan with timelines, milestones, and an evaluation matrix2. Provide support materials and graphics appropriate to each meeting3. Visualize equitable CAAP efforts using engaging digital media4. Coordinate with City staff prior to each meeting to determine roles and approach to meeting discussions |
| Task 3: Climate Change Community Assessment | <ol style="list-style-type: none">1. A climate vulnerability assessment2. A plan to involve stakeholder input and collaboration3. An assessment of vulnerable communities, and equity as a criterion for all actionable items in the final CAAP |
| Task 4: Inventory Analysis and Forecast | <ol style="list-style-type: none">1. Reconcile and update previous Municipal and Community GHG Inventories2. Update emission forecast under business-as-usual models |
| Task 5: Development of GHG Reduction Targets and Proposed List of Mitigation and Adaptation Measures | <ol style="list-style-type: none">1. Draft strategy climate mitigation and adaptation matrix and evaluation criteria2. Review mitigation and adaptation strategies with internal and external stakeholders including City Departments and City Council |

| Task | Deliverables |
|--|---|
| Task 6:
Develop
Implementation
Plan | <ol style="list-style-type: none"> 1. Develop an implementation plan that includes GHG reductions and climate adaption strategies |
| Task 7: Develop Draft and Final Climate Action and Adaptation Plan (CAAP) | <ol style="list-style-type: none"> 1. Draft version of a CAAP 2. Presentation of CAAP development and final CAAP to City Council and relevant Commissions 3. Final CAAP, presented as a PDF |
| Task 8: California Environmental Quality Act (CEQA) Compliance | <ol style="list-style-type: none"> 1. If necessary, prepare a CEQA compliant environmental report that has gone through the necessary steps for analysis, publication, including circulation for public review and finalization per public comments and City staff feedback 2. If necessary/feasible, complete all necessary environmental review documents for preparing the “qualified” CAAP for project tiering and streamlining |

II.C. Project Goals

This process will result in a CAAP that details a prioritized set of equitable climate actions with specific implementation roadmaps that guide the City's climate action over the coming years. A clear roadmap is critical for the City successfully take steps to be climate-ready, carbon-neutral and emissions resilient by 2050. Resilience should be addressed within the CAAP in accordance with SB-379. This CAAP will also seek to empower residents to carry out community-level action in support of Seaside's climate goals.

The CAAP shall be reader friendly and "tell the story" of climate mitigation and adaptation strategies to be implemented by heavily employing the use of data visualizations and graphic design.

The CAAP should include procedures for minor updates every two years and comprehensive reviews every five years.

The scope of work for the Consultant team shall consist of the following tasks, which the City may modify in collaboration with the selected Consultant. All activities will be undertaken in close coordination with the City of Seaside.

Task 1: Project Orientation and Management

Task 1 includes **engaging with City staff and stakeholders to refine and finalize the scope of work and work plan and to identify existing relevant background documents and data**. The City will provide the Consultant with relevant data; host a project kickoff, orientation meeting and workshop; and introduce the Consultant team to key stakeholders, to City Staff, and to the various City Commissions.

The Consultant will be responsible for the following actions and deliverables:

- Project planning and coordination with other consultants, technical advisors and advisory bodies.
- Coordination with City staff and community stakeholders,
- Integration of technical analyses,
- Strategy development,
- Development of tracking tools,
- Final compilation and graphic design of the CAAP.
- Developing a Project Work Plan, including final scope of work, deliverables, and timeline with key milestones
- Providing a Project organizational chart and contact list
- Consultant shall attend up to fifteen (15) meetings/public hearings with City staff, Boards and Commissions and community meetings/engagement venues. The Consultant shall provide additional per meeting costs

The Consultant will present elements of the CAAP to various City commissions as applicable, and to the City Council at key project milestones. Ongoing project management meetings will occur biweekly or by otherwise regular check-in calls with the City's project management team. The Consultant shall provide monthly status reports (and invoices to keep the City and its advisory bodies up to date on the CAAP development process and cost.)

Task 2: Stakeholder Education and Engagement Plan

Stakeholder engagement and consultation are critical for understanding equitable approaches to climate solutions, as well as garnering widespread support and buy-in for the CAAP. Engagement is essential to produce a CAAP that is just, effective, and trusted by stakeholders. This trust and participation with the community shall lead to optimal engagement in delivering on the CAAP. The aim is to have a CAAP that is informed by consultations with government, business and civil society stakeholders.

The Consultant shall propose a stakeholder engagement process geared towards generating action-specific implementation roadmaps. The Consultant will work with the City to develop a community engagement plan and will provide support for materials and event development. The stakeholder engagement plan shall detail the stakeholders, their roles in preparing the CAAP, and their space in an equitable landscape. It shall also detail activities to obtain feedback from community groups, organizations and individuals. The CAAP shall specify timelines and milestones for community events, activities and processes. Attention should be given to proposing marketing strategies and facilitation methods to ensure the multicultural communities of Seaside are engaged. The CAAP shall include evaluation methods to measure stakeholder engagement, demonstrating that a wide range of stakeholders are aware of and informed about the development of the CAAP.

Stakeholder Outreach

Consultant will work with City staff to raise awareness about and solicit input on the CAAP through a variety of community outreach efforts. Consultant shall attend and participate in public engagement events, which may include, but are not limited to development of a brand campaign; surveys; pop-up booths; information sessions and speaker series; charrettes; religious organization/outreach; community workshops; social media campaigns including project webpage creation and updates; neighborhood meetings; coordination/collaboration with other City projects and events; or any other methods deemed valuable by the City or Consultant. Stakeholder outreach may be in-person, conducted virtually, or as virtual-hybrid meetings/workshops.

The Consultant shall consider ways to gather input from different populations and areas within the City. The Consultant should also consider the use of innovative interactive simulation tools for stakeholder engagement, such platforms include but not limited to:

- a. En-ROADS freely available policy simulation model
(<https://www.climateinteractive.org/tools/en-roads/>)
- b. Google Environmental Insights Explorer (<https://insights.sustainability.google/>)
- c. Climate View (<https://www.climateview.global/>)

Stakeholder Groups

Sustainability Working Group: This group will provide feedback on current operational procedures influencing the City's GHG emissions reduction, the potential areas for improvement and opportunities to shape and implement climate policy within the City. Information from this group will be utilized to inform education and programs for outreach to the public.

This working group may include representatives from:

- Economic Development and Community Planning
- Parks & Recreation
- Finance Department
- Fire Department
- Public Works

External Stakeholders: The External Stakeholder group will contain members of the community, civic and advocacy group leaders, development and design professionals, environmental advocacy representatives, energy representatives, residents, and the business community. Subject matter areas for discussion with the external stakeholders should include, but are not limited to:

- Assessing the group's knowledge of and current attitude toward climate change and the role of equity in climate challenges and solutions
- Informing and gathering feedback from the groups on potential options for climate mitigation and adaptation
- Collecting information on the best methods of communicating the CAAP and its benefits to the community
- Presenting options on potential actions by the community to assist with equitable CAAP implementation
- Promoting desirable behavioral changes within the community

Deliverables:

1. Stakeholder Engagement Plan with timelines, milestones, and an evaluation matrix
2. Provide support materials and graphics appropriate to each meeting

3. Visualize equitable CAAP efforts using engaging digital media
4. Coordinate with City staff prior to each meeting to determine roles and approaches to meeting discussions

Task 3: Climate Change Community Assessment

Consultant will use science-based processes to link climate projections to specific and locally relevant climate change risks to the community. They will identify, categorize, and prioritize risks across all sectors of the community based on exposure (assessed using climate change projections), sensitivity, and adaptive capacity. The focus on equitable climate actions is expected to transcend all aspects of the CAAP beyond the deliverables asked for in this task alone.

Vulnerability Assessment

The City wants the CAAP to be equitable for everyone in Seaside. In order to accomplish this goal the Consultant shall perform a “vulnerability assessment” to determine specific sensitivities across population types, infrastructure types, services, and natural resources. The vulnerability assessment shall examine:

- Disadvantaged communities and potential negative effects on communities caused by external stresses on human health and safety
- Extreme weather-resilient development
- Infrastructure, including:
 - Transportation
 - Utilities/Energy
 - Water
 - Buildings and facilities
- Natural resources, including:
 - Environmental resources
 - Natural habitat
 - Recreation and open spaces.
- Socioeconomic resources, including:
 - Public health
 - Economy
 - Cultural resources
 - Social systems/human services

The Consultant will utilize the Monterey County Local Hazard Mitigation Plan:

Quantitative & Qualitative Assessment of Risks

Understanding potential risks due to climate change is critical to future planning efforts.

The Consultant will develop an assessment of quantitative and qualitative risks to the community developed within the context of providing equity to those in the community who are most vulnerable to changes in the environment, which assessment shall include:

- Local climate change projections using the latest models, from reputable sources (one of these two):
 - Scenario planning – creating climate storylines to help planners develop strategies that work across different possible future conditions
 - Bracketing – looking at 3-4 models that represent local projects of hotter, less hot, wetter, and drier extremes, as well as a middle ground
- Historic trends, future projects, and extreme events specific to the community.

Communication materials for laypeople that explain projections and analyses, how to use them, how to manage uncertainty, and what they mean at the local level.

Community Stakeholder Collaboration

All climate discussions in Seaside are to be framed in context of its relevance to our community. The Consultant will address and attempt to tie solutions to ongoing chronic community challenges, such as poverty, houselessness, unemployment, natural disasters, health issues, access to resources, or pollution in the planning process. The Consultant will develop this assessment using a highly collaborative and cross-sector process and will hold one or more workshops that engage local spokespersons and experts from all community sectors to identify and prioritize vulnerabilities, including:

- Built community systems (buildings, roads, water, energy, etc.)
- Social community systems (health, emergency response, vulnerable populations, etc.)
- Cultural community systems (native American tribes, minority or disadvantaged communities, etc.)
- Economic community systems (tourism, agriculture, technology, and other economic drivers)
- Natural community systems (aquatic, terrestrial ecosystems; endangered species)

Deliverables:

1. A climate vulnerability assessment
2. A clear quantitative and qualitative outline of risks posed by a changing climate
3. A plan to involve stakeholder input and collaboration throughout the development of the CAAP, emphasizing communities identified during the vulnerability assessment

Task 4: Inventory Analysis and Forecast

Measurement is critical to effective greenhouse gas (GHG) management. As the City of

Seaside moves toward a low-carbon city, it is imperative to keep track of GHG emissions. GHG inventories quantify the amount of GHGs an organization emits into the atmosphere and are critical to management. GHG inventories enable the City to identify emission sources and track changes over time. Information presented in the GHG inventory can help inform strategies and prioritize actions to reduce emissions, as well as provide benchmarks against which the success of these activities can be measured.

The Consultant shall provide the following forecast analyses in order to help the City better understand and manage GHG emissions:

Current GHG Inventory

The most recent GHG Inventories should be reviewed and incorporated. The Consultant should review existing Community and Municipal inventory data and update as necessary. The Consultant shall develop current inventory data to measure the City's progress in reducing GHG emissions against the baseline.

Business-as-Usual GHG Emission Forecast

The Consultant shall develop a set of business-as-usual (BAU) GHG emission forecasts for community and municipal government operations through 2050. This analysis should include different emission sources (e.g. like "wedges") consisting of but not limited to energy, transportation, land use, water, wastewater and solid waste organized into scopes as defined by protocols. Analyses should also include evaluation and impact summary of the state and federal policies and programs on GHG emission reductions and incorporate those into this task as appropriate.

Community and City Government operations GHG inventories should be developed using the methodology based upon:

- The Global Protocol for Community-Scale GHG Emissions (GPC), developed by the C40 Cities Climate Leadership Group and ICLEI Local Governments for Sustainability, in collaboration with World Bank, UNEP, UNHABITAT, and World Resources Institute
- The Local Government Operations Protocol (LGOP) developed by the California Air Resources Board, Climate Action Reserve, The Climate Registry and ICLEI Local Governments for Sustainability.

The Consultant may utilize another methodology if sufficient recommendations and justifications are provided to support doing so.

Deliverables:

1. Reconcile and update previous Municipal and Community GHG Inventories
2. Update emission forecast under business-as-usual models

Task 5: Development of GHG Reduction Targets & Proposed List of Mitigation and Adaptation Measures

Based on the findings from Tasks 3 and 4, the Consultant shall identify action items to reduce GHG emissions. These actions should be realistic but aspirational. The analysis should include results from the GHG inventories, projection, and reduction targets for all sectors of the community, including, but not limited to: energy, water, waste, transportation, and buildings. The analysis shall also take stakeholder input into account.

Goal Setting

The Consultant shall lead the City and stakeholders through the goal setting process for new GHG targets. They shall include information from:

- Results of the GHG inventories
- Climate Change Community Assessment
- Vulnerability Assessment
- Stakeholder input

Goal setting to identify GHG emissions reduction targets shall align with statewide goals set by California SB-32 and Executive Order B-55-18, SB100, SB 1383, and other legislation as appropriate. Goals of the Paris Climate Agreement and City of Seaside commitments such as the Race to Zero shall also be included to inform the development of reduction targets.

CAAP Strategy Selection

Based on the findings of Tasks 3 and 4, the Consultant will work with City departments and the community to develop a draft matrix of sector-based emission mitigation and climate adaptation strategies for community and municipal operations to meet the goals set forth in this section. Measures must be broken down by the following:

- Mitigation
- Adaptation
- Resilience

The development of strategies shall include, but not be limited to, application to the following resource and service areas: transportation, land use, energy use, water reduction, water use, waste, carbon sequestration, include current and emerging climate threats and community behavior characteristics.

In working with various City Departments that are already in the process of implementing GHG emissions reductions strategies, the Consultant shall utilize

innovative interactive simulation tools, referred to in Task 2, to identify the most cost efficient and feasible set of strategies for reaching the carbon neutrality targets, and other goals, under different investments and assumptions. The CAAP strategies should be populated with BAU and other emissions scenarios to support strategy selection, generate graphics that effectively depict various metrics, including net present value of various strategy sets. The CAAP strategies should include a User Guide and be provided to the City for ongoing scenario-assessment.

The CAAP strategies shall include clear key performance indicators (KPIs) to illustrate how each community sector can meet the City's GHG reduction goals for overall carbon neutrality. The Consultant is expected to develop a prioritization matrix for all the selected mitigation and adaptation actions. The prioritization matrix shall include GHG reduction potentials, cost per metric tonne of carbon dioxide equivalent avoided or reduced, return on investment, co-benefits, timelines, equity impacts and other considerations, responsible parties for implementation.

The guiding principles and co-benefits should help guide the proposed goals, strategies, and actions in the CAAP. Reduction targets, strategies and measures should be clearly stated and easily tracked. The Consultant shall specify quantified projected emissions reductions, cost, and co-benefits for the proposed actions and strategies.

Deliverables:

1. Draft strategy climate mitigation and adaptation matrix and evaluation criteria
2. Review mitigation and adaptation strategies with internal and external stakeholders including City Departments and City Council

Task 6: Develop Implementation Plan

The Consultant shall prepare a detailed Municipal and Community Implementation Plan (MCIP) through which the CAAP goals and objectives may be put into practice.

The MCIP should include near-term, and long-term mitigation actions, and adaptation strategies including the identification of external agencies, internal City departments and departmental divisions responsible for regulating, overseeing and implementing CAAP action steps, and as a practical matter should identify required staff and staff time necessary to implement these actions.

Consultant shall work with City staff to identify and map any MCIP strengths and weaknesses with respect to implementation and funding, as well as structural and policy barriers to implementing the MCIP and achieving its goals.

Deliverables:

1. Develop an Implementation Plan that includes GHG reductions and climate adaption strategies

Task 7: Develop Draft and Final Climate Action and Adaptation Plan (CAAP)**CAAP Document**

The Consultant shall complete preparation of the Draft CAAP, the Final CAAP and all the processes and activities up to and including presentation of the CAAP to City Boards and Commissions and to the City Council for final adoption. The Consultant shall develop a draft CAAP that incorporates the activities and deliverables identified in Tasks 1-6.

The Consultant is responsible for the design of the CAAP, and will provide a draft CAAP for City review upon completion. Following required consultation and draft CAAP review with stakeholders and the City, the Consultant shall incorporate all relevant feedback and prepare a Final CAAP for presentation to the City's recommending and decision making bodies.

Engaging Digital Platform

To the greatest extent feasible, the final CAAP shall be made available to the public on digital platforms, and must be graphically appealing, supported with a dashboard and website, and shall be accessible to all interested readers.

Deliverables:

1. Draft version of a CAAP
2. Presentation of Draft CAAP and final CAAP to City Council and relevant Commissions
3. Final CAAP presented as a PDF.

Task 8: CEQA Compliance

The CAAP must comply with the California Environmental Quality Act (CEQA) and any other applicable laws and regulations, including the National Environmental Protection Act (NEPA). In consultation with the City, the Consultant shall prepare, or arrange for the preparation of all appropriate environmental documents, including drafts and final documents, and all required noticing, publication, and circulation of the environmental document for the CAAP. The selected consultant will complete the CEQA review, following the guidelines established by the California Governor's Office of Planning and Research (OPR), Section 15183.5(b), "Plans for the reduction of Greenhouse Gas Emissions" requirements. For more information visit the OPR CEQA and Climate Change webpage (<http://www.opr.ca.gov/ceqa/climate-change.html>). The CAAP must

complete CEQA review, following OPR's guidelines, so that it can be used for future project streamlining.

Deliverables:

1. If necessary, prepare a CEQA/NEPA compliant environmental review of a qualified CAAP for the City's review and approval/certification. The environmental document shall include all supporting studies and shall comply with all required noticing, publication, and public review processes.

II.E. City Project Team

The City project team will consist of members of various City Departments, including the Public Works, Fire, Economic Development and Community Planning, and other Departments.

III. Technical Proposal Format

*Please note that brevity is appreciated in the submittal of responses. Responses to this RFP should not exceed 25 pages in length. **Please note that all proposals will become public record after the City approves a contract with the selected consultant.** Do not submit confidential information in your Proposal. Please contact Andrew Myrick to discuss the submission of confidential or propriety information.*

III.A. Vendor Background and Company Qualifications

Proposers shall describe their organization size, structure, project history, and work strategy and philosophy. Proposers should focus their proposals on demonstrating their ability to be the right partner on this project, identify any subcontractors, and explain how use of subcontractor(s) would improve the Proposer's ability to fulfill the mission of this Project.

Responsive submittals should provide evidence that specifically demonstrates the Proposer currently has the following:

- Solid experience (in years) in preparing and implementing sustainability and climate action surveys, outreach, and CAAPs (how many) to California municipalities (identify the Cities and provide contact information).
- Specific knowledge of climate change indicators for California.
- Outstanding written and oral communication skills.
- Specific experience implementing outreach strategies for "climate-ready" community engagement.
- Solid record of submitting project deliverables for previous climate action plans in a timely manner.
- Ability to immediately commence work on this Project with the full complement of dedicated staff the Proposer represents will be available to work on this Project

for its complete duration.

- Ability to comply with the insurance requirements of and the terms and provisions of the City's Professional Services Agreement/Contract.

III.B. Introduction and Executive Summary

On the cover page or first page of your proposal, the following information must be provided:

- contact information, including name, title, address, email and phone number.
- a brief introduction highlighting why you are qualified and would be a good partner for the City of Seaside.

III.C. Response to Scope of Work

Please describe your understanding of the scope of work, and how your team proposes to meet Seaside's needs. This section is a critical component of the proposal and should include a detailed description of your proposed work plan, project schedule, and team organization. Minimum required contents of submittal:

1. Introduction & Summary of Proposer's Project objectives, scope, & tasks
2. Description of Proposer's Project approach and proposed Climate Action & Adaptation Plan with listed anticipated deliverables
3. Identification of Key Personnel Involved & Distribution of Work
4. Organizational Chart
5. Project Timeline
6. Example References of Past Climate Action or Sustainability Plans
7. Payment Schedule & Breakdown of Budget-based Tasks

A desirable candidate must provide all services and requirements described herein, and designate an employee to act as a key liaison for approval by the City for the duration of this project.

Statement of Insurance Compliance

Proposers shall state in their Proposals their willingness and ability to provide the required insurance coverage and Accord insurance form. Insurance requirements are listed in the Sample Contract (Section VII Insurance Requirements in their entirety are required to be submitted prior to the execution of Contract.)

Minimum Requirement(s)

In addition to demonstrating that it meets the minimum requirements, Proposers shall affirm that it meets the minimum requirements by including the following statement: "I certify that I meet the minimum requirements of this RFP." Proposals may be deemed non-responsive if these minimum requirement(s) are not met. The minimum

requirements are defined in Section II Scope of Work and Oversight (entire section).

Key Personnel

Proposer shall provide the names, resumes, and a statement of qualifications of key personnel who are expected to be assigned to this project and shall identify their specific responsibilities and qualifications, proposed service, as well as highlight any other issues Proposer deems appropriate.

References

Proposer shall provide a minimum of three (3) references from different clients for engagements performed in the last five (5) years where the services provided were the same or similar in nature to the services requested herein. Proposer's Reference Information should include:

- Client's name, contact person, contact person's responsibility and relationship to the project, address and telephone number
- A description of the type and extent of the services provided by the Proposer to the client
- Names of key personnel on Proposer's team that participated in named
- Projects and their specific responsibilities
- Completion dates (estimated, if not yet completed)
- Total fees received (or projected)
- Total costs of completed Project

Sub Consultants List

Proposer shall submit a complete list of all sub consultants they intend to utilize in the provision of services requested in this solicitation.

Price Proposal

Proposer shall submit an hourly rate schedule if applicable. In addition, the Proposer shall submit an estimated annual cost of each of the tasks noted above.

III.D. Evaluation

In the review and evaluation period of proposals, the City will select a specific consultant or a group of consultants based on a comparison of skillsets and desired qualities. The scope of the project may be divided between multiple consultants or through partnerships with other vendors to collaborate and complete the CAAP.

The City has the right to issue separate contracts dependent upon proposer qualifications, and competency to complete different portions of the scope of work.

| Criteria | Maximum Points |
|--|----------------|
| Experience in sustainability-related projects or plans, general plan development, climate action plan development, carbon neutrality, community engagement | 30 |
| Understanding of the project's scope through the proposed work plans, and adherence to schedule | 20 |
| Qualifications of project team | 20 |
| Value & cost efficiency of the plan | 20 |
| Flexibility, creativity, innovation | 10 |
| Total Points | 100 |

III.E. Packaging

Completed proposals shall be submitted electronically via email. Proposer's name and address shall appear on all email submissions. All emails subject line should read "City of Seaside Climate Action & Adaptation Plan Proposal"

III.F. Timing

The table below shows the preliminary RFP Schedule. Dates are subject to change. Any changes will be posted in an addendum that can be found on the City's RFP website.

| Action | Date |
|-------------------------------|-------------------------|
| RFP release | September 29, 2023 |
| Consolidated Q&A posted | October 18, 2023 |
| Deadline for proposals | October 30, 2023 |
| Consultant team interviews | November 13-17, 2023 |
| Contractor selected | December 7, 2023 |

III.G. Submittal

Proposers shall also submit email copies of the Original Proposal in in a PDF or Word format. Together all the described materials are referred to as the "Submittal Package."

**Andrew Myrick, Economic Development
and Community Planning Manager,
City of Seaside,
440 Harcourt Ave.,
Seaside, CA 93955
amyrick@ci.seaside.ca.us**

Proposals are due no later than 12:00 pm Pacific Standard Time, October 30, 2023. Proposals received after the deadline will not be considered.

City will not be responsible for submittals that are late, lost, misdirected, or sent to an email address other than the address provided above.

Validity of Proposal

Responses to this RFP shall be valid for a minimum of twelve (12) months. Submissions not valid for at least twelve (12) months will be considered nonresponsive. The Proposal shall expressly state the length of time for which the submitted Proposal shall remain valid.

IV. RFP Distribution

A prospective Consultant may receive this RFP by mail, e-mail, or online by contacting:

**Andrew Myrick, Economic Development
and Community Planning Manager,
City of Seaside,
440 Harcourt Ave.,
Seaside, CA 93955
831-899-6830
Amyrick@ci.seaside.ca.us**

Distribution of the RFP in no way represents the City's acceptance of a Consultant's

qualifications, reputation, or ability to perform the Services.



JUSTIN CLIFTON

Senior Director of Operations

Justin Clifton is a senior executive with a history of building high-performing teams with clear strategic focus and a track record of exceptional performance. Justin has approximately 20 years of experience as a City Manager of multiple communities in the Western US and experience as a Senior Executive for one of the world's largest Tech companies. Justin specializes in designing and implementing systems and practices that unleash the power of teams and teaching leadership and management across a broad portfolio of service areas including general administration, emergency management, finance, human resources and operations. Justin holds a Master's Degree in Public Policy from Colorado University, Denver and a Bachelor's Degree in Political Science and Philosophy from Fort Lewis. He holds specialized credentials in LEAN process improvement, conflict resolution and consent building, high-performing organization models, performance management and leadership.



PATRICK MARCHMAN

Senior Project Manager // Senior Hazard Mitigation, Climate and Resilience Expert

Patrick Marchman has 20 years of experience as a planner with experience in multiple components of comprehensive planning, including zoning, transportation, resilience and sustainability, environmental and economic development. His work initially focused on developing and managing the NEPA process for multi-billion-dollar infrastructure projects. Patrick then moved into hazard mitigation and disaster risk reduction planning while working with the U.S. Federal Emergency Management Agency, writing and reviewing over a dozen hazard mitigation plans. After a four-year stint managing the environment and real estate programs and working closely with Metropolitan Planning Organizations supporting local and regional transportation planning, for the U.S. Federal Highway Administration's Michigan Division, he shifted to the private sector, supporting climate adaptation and sustainability strategy for a wide range of public and private sector clients. Since 2011, Patrick has been a member of the American Institute of Certified Planners, and has delivered presentations at national planning conferences as well as many planning-related publications. He also holds a certification in Sustainability and Climate Risk from the Global Association of Risk Professionals. Patrick has served in leadership roles in several professional organizations as well as on his city's Zoning Board of Appeals, and has a commitment to leading the development of new practice areas within the planning profession.



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Sheri Damon, City Attorney
Nisha Patel, Public Works Director/City Engineer

DATE: February 1, 2024

SUBJECT: ADOPT A RESOLUTION AUTHORIZING AMENDMENT #4 TO INCREASE THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES BY AN AMOUNT NOT TO EXCEED \$607,644.44 FOR A TOTAL AGREEMENT AMOUNT OF \$1,162,844.44 TO BE REIMBURSED BY THE DEVELOPER OR PAID FOR OUT OF THE FORT ORD REUSE AUTHORITY DEMOLITION BONDS

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute Amendment #4 to the Professional Services Agreement (PSA) increasing its amount by \$607,644.44 to provide additional subconsultant services and management services for the Campus Town project, and amending the term of the PSA.

BACKGROUND

In 2022, due to staffing changes in the Economic Development and Community Planning Department, the City of Seaside had vacancies in key roles that provide project management and oversight of major functions for the Campus Town Development Project. In order to keep the Campus Town Project, the City hired Kimley-Horn and Associates (Kimley-Horn) to provide project management and other services to the City. The City has since started to fill key roles, however, Kimley-Horn has a unique combination of skills, knowledge, and abilities that are directly aligned to the needs of the City of Seaside for the Campus Town Development project and has considered and extensive knowledge of the Campus Town project. Importantly, Kimley Horn has hired subconsultants to assist in the preparation of regulatory documents to confirm the safe reuse of the site.

On March 3, 2022, the Acting City Manager executed a PSA with Kimley-Horn to provide project management and development services support for Campus Town Development Project in the amount of \$24,900.

On April 21, 2022, the City Council approved to amend the PSA to extend it to provide one more year of project management and other services for a year (April 30, 2022 to April 30, 2023) and add budget to allow work at a rate of \$25,000.00 per month (or \$225,000).

On January 30, 2023, the City Council approved Amendment #2 to amend the term of the PSA to extend services from April 30, 2023 to January 31, 2024 and increase the PSA amount to \$455,200. The request by Ms. Damon was intended to increase the PSA by \$455,200 (\$275,000 in project management services for the additional time period at the rate of \$25,000 per month and \$180,200.00 for subconsultant fees) for a total PSA amount of \$705,100. City Council approved an amendment for a total PSA of \$455,200, and therefore, the PSA was short \$249,900.

On July 6, 2023, the City Council approved Amendment #3 to increase the PSA amount by \$100,000 for additional subconsultant services for a total PSA amount of \$555,200. The error in the PSA total budgeted amount carried from the previous Amendment. The total for Amendment #3 is still short \$249,900. The intention was for Amendment #3 to add \$100,000 in subconsultant fees for a total PSA of \$805,100 to include \$280,200 for subconsultant fees and \$524,900 in project management services.

Ms. Damon is requesting Amendment #4 to the PSA with Kimley-Horn to increase the total PSA amount by \$607,644.44 to include \$100,000 for Kimley-Horn management and other services from October 2023 through January 2024 not yet invoiced, \$60,000 for additional subconsultant work, \$75,000 for Kimley-Horn management and other services from February through April 2024, and \$249,900 to correct Amendment #2 and #3, and an additional \$87,744.44 for invoices of the amount billed over the PSA amount for additional Kimley-Horn and their subconsultant expenses billed on a time and materials basis, and to amend the end date of the PSA to April 30, 2024, for a total PSA of \$1,162,844.44.

Amendment #4 adds additional funds to the ongoing project and other services provided by Kimley-Horn because the term of the PSA has been amended to add three months (extending it through April 30, 2024). Kimley-Horn has been providing services for approximately \$30,000 per month. The increase in the subconsultant amount is due to the request and interaction with the regulatory agency's need for documentation in a more extensive and different formatting. Regulatory signoff is a condition for the safe reuse of the site and a condition precedent to the sale of the property. There is urgency in proceeding with this Amendment #4 to not create a lapse in their ability to get started on the regulatory requested documentation. The staff reviewed the subconsultant proposal and determined the project scope and budget were reasonable.

AMOUNT

\$120,000.00

\$90,000.00

\$60,000.00

\$87,744.44

\$249,900.00

\$607,644.44

\$555,200.00

\$1,162,844.44**EXPLANATION**

October 2023 through January 2024 of unbilled Kimley-Horn invoices (\$30k/month)

February, March, April 2024 of anticipated Kimley-Horn invoices (\$30k/month)

Anticipated Geosytec additional scope to be billed

Difference between outstanding Kimley-Horn invoices (\$141,850.58) and amount left on contract (\$54,106.14)

Difference in approved contract amount (\$555,200) and intended contract amount (\$805,100)

TOTAL OF PSA AMENDMENT #4

Approved contract amount through Amendment #3

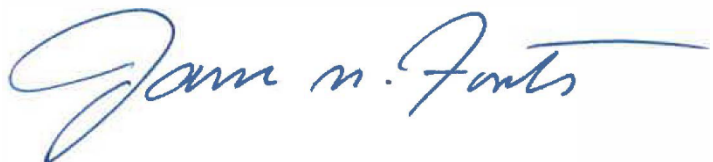
NEW CONTRACT AMOUNT THROUGH AMENDMENT #4**FISCAL IMPACT**

Amendment #4 to the PSA with Kimley-Horn to support the Campus Town project is \$607,644.44 for a total PSA amount of \$1,162,844.44. Costs for the PSA are covered by the funds from the Reimbursement Agreement with Developer or the FORA Demolition Bond.

ATTACHMENTS

1. Resolution
2. PSA Amendment #4
3. PSA and prior Amendments 1-3

Reviewed for Submission to the City Council by:



Jaime M. Fontes, City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AMENDMENT #4 INCREASING THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES BY AN AMOUNT NOT TO EXCEED \$607,644.44 FOR A TOTAL AGREEMENT AMOUNT OF \$1,162,844.44

WHEREAS, due to staff changes in the Economic Development and Community Development Department in 2022, the City of Seaside had vacancies in key roles that provide project management and oversight of major functions for the Campus Town Development; and

WHEREAS, Kimley-Horn and Associates (Kimley-Horn) has the unique combination of skills, knowledge, and abilities that are directly aligned to the needs of the City of Seaside for the Campus Town Development project; and

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

WHEREAS, on April 21, 2022, the City Council approved Amendment #1 to the PSA to extend it to provide one additional year of project management and other services for a year (April 30, 2022 to April 30, 2023) and add budget to allow work at a rate of \$25,000 per month (or \$225,000); and

WHEREAS, on January 30, 2023, the City Council approved Amendment #2 the PSA to amend the term of the PSA to extend services April 30, 2023 to January 31, 2024 and increase the PSA amount to \$455,200; and

WHEREAS, the request by Ms. Damon with Amendment #2 was intended to increase the PSA by \$455,200 for a total PSA amount of \$705,100 (for \$275,000 in project management services for additional time period at the rate of \$25,000 per month and \$180,200 for subconsultant fees). City Council approved an amendment for a total PSA of \$455,200, and therefore, the PSA was short \$249,900; and

WHEREAS, on July 6, 2023, the City Council approved Amendment #3 to increase the PSA amount by \$100,000 for additional subconsultant services for a total

PSA amount of \$555,200.

WHEREAS, the error in the PSA total budgeted amount carried from Amendment #2, and the total for Amendment #3 is still short \$249,900. The intention was for Amendment #3 to add \$100,000 in subconsultant fees for a total PSA amount of \$805,100 to include \$280,200 for subconsultant fees and \$524,900 in project management services; and

WHEREAS, Ms. Damon is now requesting Amendment #4 to the PSA with Kimley-Horn to increase the total PSA amount by \$607,644.44 to include \$120,000 for Kimley-Horn management and other services from October 2023 through January 2024 not yet invoiced, \$60,000 for additional subconsultant work, \$90,000 for Kimley-Horn management and other services from February through April 2024, and \$249,900 to correct Amendment #2 and #3, and an additional \$87,744.44 for invoices of the amount billed over the PSA amount for additional Kimley-Horn and their subconsultant expenses billed on time and materials, and to amend the end date of the PSA to April 30, 2024, for a total PSA of \$1,162,844.44; and

WHEREAS, staff reviewed the subconsultant scope of work attached as part of Amendment #4 and determined the project scope and budget were reasonable; and

WHEREAS, the costs of the increase in the PSA from subconsultant services will primarily be paid for from the FORA Bond funds for demolition activities on the former Fort Ord, while the project management portions of the contract will primarily be reimbursed by the Developer; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorizes the City Manager to execute Amendment #4 to the Professional Services Agreement with Kimley-Horn to provide additional subconsultant and management services for the Campus Town project for an amount not to exceed \$607,644.44 for a total agreement amount not to exceed \$1,162,844.44 and to extend the term of the contract through April 30, 2024.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 1st day of February 2024, by the following vote:

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney

CONTRACT AMENDMENT #4
PROFESSIONAL SERVICES
City of Seaside

Date: January 29, 2024

Change Requested by: X City Consultant

Contract Date

February 28, 2022

Project Name

Campus Town Project Management Services

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

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

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

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

The City agrees to engage the Consultant to provide project manager services as described in Exhibit A, A1, A2 and A3 attached hereto and, hereinafter referred to as "the Project."

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

The City shall pay Consultant on a time and materials basis in accordance with the standard billing rates show in Exhibit B, B1, B2 and B3 attached hereto, not to exceed one million, one hundred sixty two thousand eight hundred and forty-four dollars and forty-four cents (\$1,162,844.44).

MODIFY the following text in **Section F, "Term."**

The term of this agreement shall commence on February 28, 2022 and terminate **April 30, 2024**.

| Original Contract Amount | Previous CCO Total (Not including this Amendment) | This Amendment Total | Revised Contract Amount |
|---------------------------------|--|---|--------------------------------|
| \$24,900.00 | \$530,300.00 | \$607,644.44 | \$1,162,844.44 |
| | | | |
| Original Contract Time | Original Completion Date | Months to Add (Including This Amendment) | Revised Completion Date |
| 2 Months | April 30, 2022 | 24 | April 30, 2024 |

CONTRACT AMENDMENT #4
PROFESSIONAL SERVICES
City of Seaside

| | | |
|---|--|---------|
| SUBMITTED BY: | | |
|  | Nisha Patel
PW Director / City Engineer | 1/29/24 |
| Signature | Name and Title | Date |
| CITY APPROVAL BY: | | |
| | Jaime M. Fontes
City Manager | |
| Signature | Name and Title | Date |

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



1111 Broadway, 6th Floor
Oakland, California 94607
PH 510-836-3034
FAX 510-836-3036
www.geosyntec.com

January 29, 2024

Ms. Cassie Bretschger
Kimley-Horn
1100 West Town and Country Road, Suite 700
Orange, California 92868

**Subject: Proposal for Reporting and Regulatory Agency Support
Parcel 1 Development Area, Phase 1A
City of Seaside, Former Fort Ord
Lightfighter Drive & 2nd Avenue
Seaside, California**

Dear Ms. Bretschger,

According to our conversation on January 25, 2024, with the City of Seaside and the California Department of Toxic Substances Control (DTSC), Geosyntec has prepared the below summary of proposed additional scopes of work for the Seaside Phase IA project. The following is an approximate cost estimate for further coordination with DTSC and report repackaging. Our scope of services are expected to include:

- 1) Repackaging the text and data presentation in the Subsurface Investigation Report into another format as directed by the Department of Toxic Substances Control. Geosyntec has not included time for preparation of additional technical content. \$30,000
- 2) Coordination and communication with DTSC. \$20,000
- 3) Overall project management \$10,000

Total: **\$60,000**

Please let us know if you need any other information.

Sincerely,

Molly Small, P.G., Senior Geologist, and Anju Wicke, Senior Principal

EXHIBIT B3



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

| Classification | <i>Rate</i> |
|--------------------------|--------------------|
| Analyst I | \$130 - \$170 |
| Analyst II | \$170 - \$225 |
| Professional | \$200 - \$240 |
| Senior Professional I | \$245 - \$330 |
| Senior Professional II | \$340 - \$425 |
| Senior Technical Support | \$115 - \$290 |
| Technical Support | \$105 - \$175 |
| Support Staff | \$85 - \$165 |

Effective through June 30, 2024

Subject to annual adjustment thereafter

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

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

Sub-Consultants will be billed per the Contract



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

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

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

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

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

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

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

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

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

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

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

L. Ownership of Work Product:

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

M. Assignment

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

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

N. Conflict of Interest

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

O. Miscellaneous:

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

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

Approved

Dated: February 25, 2022

Consultant: Kimley-Horn Associates



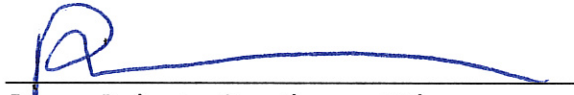
By: Nikki Kerry, P.E. (CA 58449)

Title: Principal

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

Dated: 3/31, 2022

City of Seaside:



By: Roberta Greathouse Title:

City Manager

Attachments:

Exhibit A
Exhibit B

Scope of Work
Standard Billing Rates

Exhibit A

Scope of Work

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

Exhibit B
Standard Billing Rates

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

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

Effective through June 30, 2022

Subject to annual adjustment thereafter

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

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

Sub-Consultants will be billed per the Contract

CONTRACT AMENDMENT #1

PROFESSIONAL SERVICES

City of Seaside

Date: April 11, 2022

Change Requested by: X City/District Consultant**Contract Date****Project Name**03/03/2022Campus Town Project Management Services

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

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

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

MODIFY the following text in **Section F, "Term"**

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

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

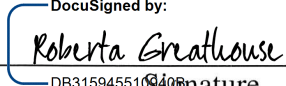
Consultant shall perform the tasks described and set forth in Exhibit A and Exhibit A1 attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A and A1.

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

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

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

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

| | | |
|--|---|------------|
| SUBMITTED BY: | | |
|  | for Trevin Barber
Assistant CM/Econ.Dev/Comm. Dev. | 4-12-22 |
| Signature | Name and Title | Date |
| CITY APPROVAL BY: | | |
| DocuSigned by:

DB3159455103408 | Roberta Greathouse
Acting City Manager | 5/4/2022 |
| Signature | Name and Title | Date |
| CONSULTANT ACCEPTANCE BY: | | |
|  | Nikki Kerry
Principal | 04.12.2022 |
| Signature | Name and Title | Date |

March 30, 2022

EXHIBIT A1

Submitted Electronically

Ms. Roberta Greathouse, IPMA-SCP
Acting City Manager
CITY OF SEASIDE
440 Harcourt Avenue
Seaside, CA 93955

RE: Campus Town – Project Contract Services Letter Agreement

Dear Ms. Greathouse:

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

The scope of services can be generally described as follows:

SCOPE OF SERVICES

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

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

FEE

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

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

ADDITIONAL SERVICES IF REQUIRED

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

SCHEDULE

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

DELIVERABLES

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

ACCEPTED



CITY OF SEASIDE

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

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

TITLE: _____

TITLE: Principal

DATE: _____

DATE: March 30, 2022

ATTACHMENTS:

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

ATTACHMENT 1

Outline of Anticipated Work Effort

PROJECT SPECIFIC, PROJECT REIMBURSEMENT

1. Project Management

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

2. Final Map

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

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

3. Affordable Housing

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

4. MCWD Coordination

- a. LAFCO Annexation
- b. Infrastructure Agreement

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

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

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

RELATED PROJECT EFFORTS, CITY RESPONSIBILITY

6. Demolition

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

7. CFD

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

8. Public Easements

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

EXHIBIT B1**ATTACHMENT 2****Kimley-Horn Rate Schedule****Hourly Labor Rate Schedule**

| Classification | <i>Rate</i> |
|--------------------------|--------------------|
| Analyst I | \$120 - \$155 |
| Analyst II | \$145 - \$195 |
| Professional | \$200 - \$220 |
| Senior Professional I | \$230 - \$275 |
| Senior Professional II | \$315 - \$365 |
| Senior Technical Support | \$100 - \$225 |
| Technical Support | \$95 - \$145 |
| Support Staff | \$80 - \$130 |

Subject to annual adjustment thereafter

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

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

Sub-Consultants will be billed per the Contract

Relevant Project Experience

City of Marina, The Dunes Master Plan (Civil and Infrastructure), Marina, CA

The Dunes on Monterey Bay, a master-planned community developed within the city of Marina, California. The Dunes included 365,000-square-foot shopping center, neighborhood restaurants, hotels, and a movie theater, all within walking distance of new residential units. Oversaw the master plan and entitlement efforts of the Dunes, including master roadway, infrastructure and drainage plan and design. (Work performed by Kimley-Horn staff prior to joining the firm).

East Garrison, Monterey County, CA

East Garrison is a pedestrian-friendly, mixed-use urban village on a 244-acre parcel of the former military base at Fort Ord. The project embraces the principals of smart growth, sustainable development and traditional neighborhood design by providing a diverse mix of units; as well as a diverse blend of civic uses, churches, public spaces, parks and neighborhood shopping opportunities all balanced within a walkable, transit friendly setting.

As the project facilitator for the Monterey County Resources Agency, staff from Kimley-Horn (previously with RBF Consulting) played a critical role in the reuse of the former Fort Ord Military Base by providing strategic, technical, administrative, environmental, planning and engineering services. We provided peer review of the proposed Specific Plan and EIR, Tentative Map, associated infrastructure support plans, Final Map, and improvement plans, as well as the scheduling and plan check reviews of on-site and off-site improvement plans and supporting technical documents, along with all related transaction agreements. During our review of the Specific Plan/EIR our role centered on the applicability, functionality and feasibility of smart growth principals, and availability of future development and infrastructure to transit, employment and shopping; site accessibility; energy efficiency and conservative strategies; use of native plant species; historic preservation; and community scale, design, diversity and agency/applicant/stakeholder collaboration.

Monterey Peninsula Water Supply Project (California American Water), Monterey, CA

Controlled the project budget (approximately \$2,000,000 annually), coordinating subconsultants, preparing technical memorandum as well as coordinating the design teams for CAD and GIS. The duties also included design of intake systems that utilize slant wells. The CWP will replace 10,800 afy of water currently drawn from the Carmel River with a water supply based on several potential design alternatives, including seawater desalination and Aquifer Storage and Recovery (ASR) components.

Monterey Peninsula Water Supply Project Pilot Plan (California American Water), Monterey, CA

Designed a pilot desalination facility for CWP. The pilot plant is designed to demonstrate the feasibility of pretreatment and desalination with a capacity of 40 gpm. I prepared a Pilot Plant Study Plan to investigate different treatment methods and conditions to determine the optimum design criteria. Engineering duties also included coordination with the vendor contractor and other subconsultants, field inspection of the treatment skid prior to delivery, water chemistry analysis and coordination with local agencies for permitting.

Peninsula Water Supply Project Pilot Plan (California American Water), Monterey, CA

Completed computer modeling of water distribution systems, identifying the necessary system improvements, and estimating future water demands for a five-year and fifteen-year capital improvement plan. The Monterey District consists of one main distribution system and several smaller satellite systems. The main system provides an average water supply of about 13.4 MGD to a population of approximately 90,000 located on the Monterey Peninsula and surrounding area.

City of Marina, Imjin Parkway Widening Project, Marina, CA

Imjin Parkway is a major east-west arterial within the City of Marina that connects Pacific Coast Highway (SR-1) and Reservation Road, which heads to the Salinas Valley. Due to existing and future residential and commercial land uses, the City retained Kimley-Horn to perform a feasibility study and subsequent environmental clearance and final design of Imjin Parkway from a two-lane to a four-lane facility with median islands, four modern roundabouts, dedicated bike lanes, traffic signal design, left-turn lanes, sidewalks and trails, queue jumps and transit signal priority, class I bicycle and pedestrian facility, and a separate bus corridor for a portion of the route. Additional elements included structural retaining walls, site drainage, and landscaping, which focused on green infrastructure design including stormwater retention and biotreatment basins. The project incorporated the latest roundabout and transit design elements, as well as construction traffic handling and staging. A tight regulatory environment required close collaboration to keep the project moving forward on schedule and within construction budget. This project is federally funded.

Ferrini Ranch, Monterey County Resource Management Agency, Monterey County, CA

Kimley-Horn's Project Manager prepared this EIR for a subdivision consisting of 212 lots (146 market rate, 23 clustered and 43 inclusionary) on a challenging and hilly property along Highway 68 near Salinas. The project also included a wine tasting facility, new roadways and infrastructure, trails and approximately 600 acres dedicated to permanent open space and habitat area. Major areas of study included aesthetics and visibility from the scenic highway, water supply and hydrogeology, recreational impacts, traffic on the Highway 68 corridor, and the presence of cultural resources. This project took several years to complete as the applicant updated biology and other studies and attracted intensive public comment and scrutiny. The environmental ultimately overcame several legal challenges.



Elizabeth Cobb

Planning & Development Services/Manager

Elizabeth brings nearly 30 years of policy planning expertise with a comprehensive knowledge of land use development involving acquisition, forward planning, entitlement, financing, and implementation. She brings a unique mix of public and private experience to planning and land development services. Elizabeth has managed projects through pre-development, responsible for preliminary site plans, evaluating infrastructure, site development costs and directing the entitlement process for new developments, including general plan amendments, zone changes, subdivision and CEQA compliance. Elizabeth has functioned as project level community liaison responsible for public outreach, public relations, and public hearings.



EDUCATION

Bachelor of Arts, Social Ecology, University of California, Irvine
Associate, University of Southern California



CERTIFICATIONS/REGISTRATION

American Planning Association (APA), Member
Urban Land Institute, Member



RELEVANT EXPERIENCE

Development Services

- The Dunes within Former Fort Ord, 200-AC Master Plan Development, Marina, CA*
- Tustin Legacy Former Tustin MCAS Base, 400-AC Master Plan Development, Tustin, CA*
- Oak Knoll Hospital, Mixed-Use Master Plan, Oakland, CA*
- AT Dublin, 80-AC Mixed-Use Master Plan Development, Dublin, CA*

Entitlement Services

- The Dunes within Former Fort Ord, Specific Plan & Entitlements, Marina, CA*
- Tustin Legacy Former Tustin MCAS Base, Specific Plan, Design Guidelines & Entitlements, Tustin, CA*
- Fremont & Capitol Mixed-use, Re-Entitlements, Fremont, CA*
- AT Dublin, Specific Plan & Entitlements, Dublin, CA*
- Eden Shores Industrial Park, Specific Plan Amendment, Hayward, CA*
- Hitachi Apartments, Entitlements for 600-unit Apartment Development, San Jose, CA*
- ILARA Apartments, Entitlements for 200-unit Apartment Development, Milpitas, CA*

Municipal Services

- City of Irvine Trail Master Plan Update, Irvine, CA*
- Capehart Residential, Entitlement Processing, Novato, CA*
- Hamilton Affordable Housing Program, Affordable Housing Program, Novato, CA*
- City of Carlsbad, City Wide Traffic Mitigation Plan, Carlsbad, CA*
- City of Irvine General Plan & Circulation Element Update, Irvine, CA*

**Prior to joining Kimley-Horn*



Sarp Sekeroglu, P.E.

Water/Wastewater

Sarp has 20 years of experience in the water industry in design, project management, construction, planning, team building, and business development. His design background includes projects such as water and wastewater treatment design, system distribution wastewater collection design, preparation of water/wastewater master plans, and seawater desalination. Sarp has managed teams of junior engineers, GIS and CAD technicians, planners, subconsultants, and subcontractors.

RELEVANT EXPERIENCE

- California American Water, System Hydraulic Modeling, Monterey, CA*
- County of San Diego, SR 67 30-Inch Sewer Pipeline Crossing, San Diego, CA
- County of San Bernardino, Oro Grande Tank Replacement, San Bernardino County, CA
- City of Beaumont, Beaumont Sewer Lift Station, Beaumont, CA
- City of Escondido, Brine Pipeline, Blended Water Pipeline, and Potable Tank Design, Escondido, CA*
- Rincon Indian Tribe, Potable Water Tank Design, San Diego County, CA*
- Rincon Indian Tribe, Groundwater Study, San Diego County, CA*
- Rincon Indian Tribe, Wastewater Master Plan, San Diego County, CA*
- Rincon Indian Tribe, Irrigation System Master Plan, San Diego County, CA*
- Rincon Indian Tribe, Water Master Plan, San Diego County, CA*
- Rincon Indian Tribe, PRV and Meter Design, San Diego County, CA*
- City of Oceanside, Chemical Feed System Review and Design at Mission Desalter, Oceanside, CA*
- City of Oceanside, Flow Meter Replacement Project, Oceanside, CA*
- City of San Marcos, As-Needed Engineering Services, San Marcos, CA*
- City of San Marcos, Creekside Marketplace Well Replacement, San Marcos, CA*
- University of California, San Diego, MARFAC Stormwater Pump Station Design, La Jolla, CA*

*Prior to joining Kimley-Horn



EDUCATION

Master of Science, Civil Engineering, San Diego State University
Bachelor of Science, Environmental Engineering, Middle East Technical University



CERTIFICATIONS/REGISTRATION

Professional Engineer, California, #71474



Nikki Kerry, P.E.

Senior Civil Engineer

Nikki is a professional engineer with more than 28 years of experience planning, designing, and managing construction for some of the largest development and redevelopment projects in the County of Los Angeles. Her expertise is in managing urban infill projects often involving public private partnerships with multiple agency and stakeholder coordination and consensus. As project manager, she oversees all aspects of a project and specializes in preparing complex master plans, design guidelines, environmental and regulatory approvals and seeing them through construction. Translating planning documents into implementation including CC&Rs, lease agreements, deed restrictions, and subdivision mapping makes her one of the go-to civil engineers in the region for entities like Boeing, Rocketdyne, Veterans Administration and Los Angeles County. Her unique understanding of public/private partnerships has made her one of the regions most trusted advisors.



EDUCATION

Bachelor of Science,
Civil Engineering,
North Carolina State
University



CERTIFICATIONS/ REGISTRATION

Professional Engineer,
California, #58449
American Society of
Civil Engineers
California Board of
Professional Engineers
and Land Surveyors –
Civil Subject Matter
Expert, 1996-2010,
2013, and 2014



RELEVANT EXPERIENCE

- Sony Studios Multiple Projects including, Master Plan, Master Plan Build-Out, and Utility Infrastructure Phase 2, and 10100 Culver Boulevard, Culver City, CA
- Boeing Douglas Park Multitude Projects including Master Plan, Environmental Impact Report, Design Guidelines, Infrastructure Build-Out, Tentative and Final Maps, Environmental Remediation, Boeing Enclave, Advisor to the Property Owner's Association and Long Beach City College Alteon Building, Long Beach, CA
- Harbor-UCLA Medical Center Multiple Projects including Master Plan, Master Plan Implementation, Environmental Impact Report, Backbone Infrastructure Build-Out, New Bed Tower, Outpatient Pavilion, Central Plan, and 2 Parking Structures, Los Angeles, CA
- Martin Luther King Jr. Medical Center Multiple Projects including Master Plan, Environmental Impact Report, New Lab Building, Red Bag Storage, MRI Building, Hawkins Building Renovation, and Make Ready Projects, Los Angeles, CA
- Ivy Station, Culver City/Los Angeles, CA
- LAC+USC Medical Center Multiple Projects including Master Plan, Environmental Impact Report, Demolition of Women's' and Children's Hospital and Make Ready Projects, Los Angeles, CA
- Olive View-UCLA Medical Center Master Plan, Environmental Impact Report and Restorative Care Village, Los Angeles, CA
- VA Loma Linda Ambulatory Care Center Public Private Partnership, Loma Linda, CA
- Good Samaritan Hospital Emergency Department Expansion, San Jose, CA



Matt Durham, PLA, ASLA

Landscape Architect

Matt has 25 years of experience in management, planning, design, and construction oversight of a wide range of projects. Matt utilizes his leadership, management and technical background in all aspects of the profession and is committed to producing a quality product with high levels of client and team interaction. Matt's background covers a wide range of project types from master planned communities, park systems, trail and open space planning, streetscapes, education, commercial campuses, institutional facilities, and retail destinations. His experience overseeing projects and teams from conceptualization through construction implementation is critical to achieving successful projects while maintaining strong client relationships.

RELEVANT EXPERIENCE

- City of Irvine, On-Call 5-Year Capital Improvement Projects, Irvine, CA*
- Irvine Ranch Land Conservancy, The Irvine Ranch Land Reserve Comprehensive Trails and Open Space Vision Plan, Irvine, CA*
- County of Orange, Boy Scouts of America Outdoor Education Center, Irvine, CA*
- County of Orange, 100 ac. Mixed Use Planning and Design Improvements, Irvine, CA*
- City of Brea, Brea Public Trails Improvements, Brea, CA*
- City of Rancho Mirage, Monterey Village Community Park/YMCA, Rancho Mirage, CA*
- County of San Bernardino Redevelopment Agency, Speedway Redevelopment Project Design Guidelines, Fontana, CA*
- City of Irvine, Portola Springs Community Park and Native American Center, Irvine, CA*
- OCTA, Orangethorpe Corridor Grade Separation Aesthetic Guidelines, Orange, CA*
- City of Irvine, Cypress Grove Public Neighborhood Park, Irvine, CA*

*Prior to joining Kimley-Horn



EDUCATION

Bachelor of Science,
Landscape
Architecture, California
Polytechnic State
University, San Luis
Obispo



CERTIFICATIONS/ REGISTRATION

Registered Landscape
Architect in California
(#4840)

American Society of
Landscape Architects
(ASLA), Member

U.S. Green Building
Council – National
Capital Region,
Member

Cal Poly SLO
Landscape
Architecture
Department Advisory
Board

CONTRACT AMENDMENT #2
PROFESSIONAL SERVICES
City of Seaside

Date: January 25, 2023

Change Requested by: X City/District Consultant

Contract Date

 03/03/2022

Project Name

 Campus Town Project Management Services

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

You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project. The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

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

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

MODIFY the following text in **Section D, "Expenses"**

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

MODIFY the following text in **Section F, "Term"**

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

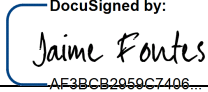
ADDITION the following text in **Sub-Section G of Section O, "Miscellaneous"**

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

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

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

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

| | | | |
|---|--|--|--------------------------------|
| Original Contract Amount | Previous CCO Total (Not including this Amendment) | This Amendment Total | Revised Contract Amount |
| \$24,900 | \$25,000/ month | \$25,000/ month
\$180,200 | \$455,200 |
| Amendment 1 Contract Time | Original Completion Date | Days To Date (Including This Amendment) | Revised Completion Date |
| 12 Months | April 30, 2023 | 9 months | January 31, 2024 |
| SUBMITTED BY: | | | |
| | Nisha Patel
Public Works Director/ City Engineer | | |
| Signature | Name and Title | Date | |
| CITY APPROVAL BY: | | | |
| 
AF3BCB2059C7406... | Jaime M. Fontes
City Manager | 2/2/2023 | |
| Signature | Name and Title | Date | |
| CONSULTANT ACCEPTANCE BY: | | | |
| | Nikki Kerry
Principal | | |
| Signature | Name and Title | Date | |

January 25, 2023

EXHIBIT A2

Submitted Electronically

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

RE: Campus Town – Project Contract Services Letter Agreement

Dear Ms. Patel:

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

The scope of services can be generally described as follows:

SCOPE OF SERVICES

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

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

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

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SCHEDULE

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

DELIVERABLES

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

ACCEPTED



CITY OF SEASIDE

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

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

TITLE: _____

TITLE: Principal

DATE: _____

DATE: January 25, 2023

ATTACHMENTS:

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

ATTACHMENT 1

Outline of Anticipated Work Effort

PROJECT SPECIFIC, PROJECT REIMBURSEMENT

1. Project Management

- a. Meeting Coordination
 - Scheduling
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 - Provide bi-weekly updates
 - Monthly Report of Action that Occurred, Projected Actions for following Month and Critical Milestone Status
- c. Project correspondence and documentation
- d. Retention of subconsultant, as needed and approved by City.

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- c. CFD (prepared by others) – assist in coordinating for city approval
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- a. Coordinate with City in identifying compatible sites for off-site affordable housing
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- c. Coordinate with MCWD on Water Allocation
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 - Landscape Plans and details
- b. Public Work Review for city staff designee sign-off

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

RELATED PROJECT EFFORTS, CITY RESPONSIBILITY

6. Demolition

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

7. CFD

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

8. Public Easements

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

EXHIBIT B2**ATTACHMENT 2****Kimley-Horn Rate Schedule****Hourly Labor Rate Schedule**

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

Subject to annual adjustment thereafter

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

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

Sub-Consultants will be billed per the Contract

AG 2023-167

**CONTRACT AMENDMENT #3
PROFESSIONAL SERVICES
City of Seaside**

Date: June 29, 2023

Change Requested by: X City/District Consultant

Contract Date

03/03/2022

Project Name

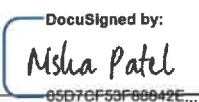
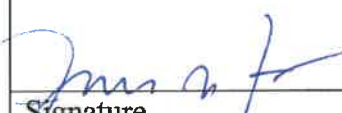
Campus Town Project Management Services

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

You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project. The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

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

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

| | | | |
|---|---|--|--------------------------------|
| Original Contract Amount | Previous CCO1 Total (Not including this Amendment) | Previous CCO2 This Amendment (Not including this Amendment) | Revised Contract Amount |
| \$24,900 | \$25,000/ month | \$25,000/ month
\$180,200 totaling
\$455,200 | \$555,200 |
| Amendment 1 Contract Time | Original Completion Date | Days To Date (Including This Amendment) | Revised Completion Date |
| 12 Months | April 30, 2023 | 9 months | January 31, 2024 |
| SUBMITTED BY: | | | |
| 
<small>DocuSigned by:
Nisha Patel
05D7CF53F68642E...</small> | Nisha Patel
Public Works Director/ City Engineer | 7/12/2023 | |
| Signature | Name and Title | Date | |
| CITY APPROVAL BY: | | | |
|  | Jaime N. Fontes
City Manager | 8/7/23 | |
| Signature | Name and Title | Date | |
| CONSULTANT ACCEPTANCE BY: | | | |
|  | Nikki Kerry
Principal | 0/29/2023 | |
| Signature | Name and Title | Date | |



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

BY: Mary Gutierrez, Fire Chief

DATE: February 1, 2024

**SUBJECT: AMEND SEASIDE MUNICIPAL CODE CHAPTER 8.32
FIREWORKS; ADDING SECTION 8.32.211 - CURFEW FOR USE
OF SAFE AND SANE FIREWORKS (SECOND READING - ROLL
CALL VOTE)**

RECOMMENDATION

Adopt an ordinance amending the City of Seaside Municipal Code Chapter 8.32 fireworks; adding section 8.32.211 - Curfew for the use of Safe and Sane Fireworks.

BACKGROUND

At the October 5, 2023, Regular City Council meeting, the city council discussed and made decisions regarding changes to the use of Safe and Sane fireworks in the city. The police and fire departments presented eleven (11) recommendations for discussion.

One of the recommendations included having a curfew for the use of safe and sane fireworks during the period when they are sold surrounding the 4th of July holiday period. The city council approved eight (8) of the eleven (11) recommendations. The recommendation to have a curfew necessitates an addition to the City of Seaside Municipal Code Chapter 8.32 fireworks. Section 8.32.211 will be added - Curfew for the use of Safe and Sane fireworks will be added.

Below is a review of the recommendations to be adopted in July 2024.

1. Include parking enforcement team on July 4. - Majority voted YES
2. Increase the number of drones deployed - Majority voted YES
3. Recommend Safe and Sane zones within the City - Majority voted NO
4. Pass out educational fliers to problematic areas earlier - Majority voted YES
5. Increase educational outreach - Majority voted YES
6. Recommend NO PARKING signs / curbs / on General Jim Moore - Majority voted YES

7. Host community meeting to obtain community feedback - Majority voted YES
8. **Curfew for use of Safe and Sane fireworks - Majority voted YES**

8.32.211 - Curfew for use of Safe and Sane Fireworks.

There will be a 10:00 p.m. curfew each evening for the use of Safe and Sane Fireworks. The curfew will go into effect on the first day of the sale of safe and sane fireworks, beginning at 12:00 June 28, and ending at 10:00 p.m. on July 5 (the final day of sales).

Per Ordinance No. 1014 – Ordinance of the City Council of the City of Seaside. The use of Safe and Sane fireworks is permitted during that period, beginning at 12:00 p.m. on June 28 and ending at 10:00 p.m. July 5 of the same year.

9. Enhance enforcement of Sane and Sane fireworks use after the 10:00 curfew - Majority voted YES
10. Sale of Safe and Sane fireworks shall only be sold to city of Seaside residents. - Majority voted NO
11. Discontinue sale of Safe and Sane fireworks on city-owned property. - Majority voted NO

FISCAL IMPACT

No fiscal impact

ATTACHMENTS

1. Fire Works Ordinance chapter 8.32 with Addition November 16_2023 Council Meeting
2. Fireworks Ordinance_ First Reading November 16_2023

Reviewed for Submission to the City Council by:


Jaime M. Fontes, City Manager

Chapter 8.32

FIREWORKS

Sections:

- 8.32.010 Purpose.
- 8.32.020 Definitions.
- 8.32.030 General prohibition against possession, use, or sale of fireworks.
- 8.32.040 Exception – Public displays and special events – Agricultural and wildlife fireworks – Model rockets.
- 8.32.050 *Repealed.*
- 8.32.060 *Repealed.*
- 8.32.070 *Repealed.*
- 8.32.080 *Repealed.*
- 8.32.090 *Repealed.*
- 8.32.100 *Repealed.*
- 8.32.110 *Repealed.*
- 8.32.120 Revocation of permit.
- 8.32.130 Seizure of fireworks.
- 8.32.140 Police and fire department illegal fireworks operation plan and after action report.
- 8.32.150 *Repealed.*
- 8.32.160 *Repealed.*
- 8.32.170 *Repealed.*
- 8.32.180 Manufacture of fireworks prohibited.
- 8.32.190 Administrative fines and penalties.
- 8.32.200 Concurrent authority.
- 8.32.210 Fees deemed debt to the city.

8.32.211 Curfew for use of Safe and Sane Fireworks.

* Prior legislation: Ords. 368, 369, 589, 760 and 884, and prior code §§ 8-100 – 8-109.

8.32.010 Purpose.

The purpose of this chapter is to regulate the possession, use, storage, sale and display of fireworks within the city of Seaside. (Ord. 1095 § 3, 2020; Ord. 1014 § 2, 2014)

8.32.020 Definitions.

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

“Affiliated organizations,” for purposes of this chapter, shall be presumed to be the following:

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

“Citation” means an administrative citation issued pursuant to this section to remedy a violation.

“Citee” means any person served with an administrative citation charging him or her as a responsible person for violation.

“City” means the city of Seaside.

“Code” means the city of Seaside Municipal Code.

“Code enforcement officer” or “CEO” means any employee or agent of the city of Seaside designated by the city council to enforce any provision of this code.

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

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

1. The organization must be a duly organized nonprofit entity which has tax exempt status from the Internal Revenue Service or the Franchise Tax Board, or which is an organization affiliated with and operating solely in support of an elementary school, junior high school, high school, university or community college that is located within the city of Seaside and that serves, in whole or in part, residents of the city of Seaside.
2. The organization must have its principal place of business and principal meeting place within the city of Seaside and must hold its regularly scheduled meetings within the city of Seaside.
3. The organization must be one which provides direct and regular community services and benefits to the residents of the city of Seaside.
4. The organization must not have had a permit to sell revoked within twenty-four months prior to the organization’s submittal of an application for a permit to sell.

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

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

“Fireworks sales permit” or “permit” means a permit issued pursuant to this chapter authorizing the display for sale and the sale of state-approved fireworks.

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

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

“Hearing officer” means the person appointed by the city manager to serve as the hearing officer for administrative hearings hereunder.

“Issuance” or “issued” means:

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

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

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

a. By leaving a copy at the recipient's dwelling or usual place of abode, in the presence of a competent member of the household, and thereafter mailing by first class mail, postage prepaid, a copy to the recipient at the address where the copy was left; or

b. In the event the responsible party cannot be served by first class mail, postage prepaid, or cannot be personally served and has a property manager or rental agency overseeing the premises, substituted service may be made upon the property manager or rental agency or may be effected by posting the property with the administrative fine citation and mailing a copy by first class mail, postage prepaid, to the responsible party in violation at the address of the property where the violation exists.

"Permittee" means an eligible nonprofit organization to which a permit has been issued pursuant to this chapter.

"Person" means any person, partnership, organization, firm, corporation, association or any combination thereof, or any city, county, city and county, and state, and shall include any of their employees and authorized representatives.

"Principal place of business" and "principal meeting place" includes, but is not limited to, a permanent structure, playing field, geographic area, or service population which resides in or is located within the city of Seaside.

"Public display of fireworks" means an entertainment feature where the public is admitted or permitted to view the display or discharge of fireworks, including but not limited to those defined in this chapter.

"Responsible person" means a person who causes a violation of this chapter to occur or allows a violation to exist or continue, by his or her action or failure to act, or whose agent, employee or independent contractor causes a violation to occur, or allows a violation to exist or continue. There is a rebuttable presumption that the record owner of a residential parcel, as shown on the county's latest equalized property taxes assessment rolls, and a lessee of a residential parcel has a notice of any violation existing on said property. For purposes of this chapter, there may be more than one responsible person for a violation. Any person, irrespective of age, found in violation of any provision of this chapter may be issued a citation in accordance with the provisions of this chapter. Every parent, guardian or other person, having the legal care, custody or control of any person under the age of eighteen years, who knows or responsibly should know that a minor is in violation of this chapter, may be issued a citation in accordance with the provisions of this chapter, in addition to any citation that may be issued to the offending minor.

"Violation" or "violates" means any violation of any provision of this chapter. (Ord. 1095 § 3, 2020; Ord. 1014 § 2, 2014)

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

Except as otherwise provided in this chapter, no person shall possess, sell, use, display, explode, or discharge any fireworks within the city of Seaside. (Ord. 1095 § 3, 2020; Ord. 1014 § 2, 2014)

8.32.040 Exception – Public displays and special events – Agricultural and wildlife fireworks – Model rockets.

A. The display of fireworks shall be permitted as a part of an entertainment feature which is either a city-sponsored or co-sponsored event or for which a special event permit has been issued pursuant to SMC 17.62.040(E)(3) and to which the general public is admitted.

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

C. The sale, purchase, storage, firing or discharge of model rockets may be allowed by written permit from the fire chief or his/her designee which shall include, but not be limited to, the conditions contained in Title 19 of the California State Administrative Code and any other conditions the fire chief may deem reasonably necessary for the safety and welfare of the public and the community. (Ord. 1095 § 3, 2020; Ord. 1014 § 2, 2014)

8.32.050 Exception – Safe and sane fireworks.

Repealed by Ord. 1095. (Ord. 1014 § 2, 2014)

8.32.060 Permit to sell safe and sane fireworks – Application – Qualified applicants.

Repealed by Ord. 1095. (Ord. 1014 § 2, 2014)

8.32.070 Limitation on permits to sell safe and sane fireworks – Selection of eligible nonprofit organizations.

Repealed by Ord. 1095. (Ord. 1014 § 2, 2014)

8.32.080 Operator safety seminar.

Repealed by Ord. 1095. (Ord. 1014 § 2, 2014)

8.32.090 Operation of fireworks stand.

Repealed by Ord. 1095. (Ord. 1014 § 2, 2014)

8.32.100 Fireworks stands.

Repealed by Ord. 1095. (Ord. 1014 § 2, 2014)

8.32.110 General requirements for permittees.

Repealed by Ord. 1095. (Ord. 1014 § 2, 2014)

8.32.120 Revocation of permit.

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

B. Any revocation made pursuant to this section may be appealed by the permittee to the city manager on the next business day following such revocation. The city's fire chief and/or fire marshal or his/her designee shall provide the city manager with written notice of the revocation, including the name of the permittee and a brief statement on the grounds for revocation. The city manager shall consider the appeal at his/her earliest convenience and may, in his/her sole discretion, meet with the permittee to review the revocation and may, in his/her discretion, support or overturn the revocation. The city manager's decision shall be final and dispositive of the matter. In the event the city manager overturns the revocation the permittee may immediately resume operations pursuant to the originally issued permit and shall remain eligible for participation in the next year's application selection process. (Ord. 1095 § 3, 2020; Ord. 1014 § 2, 2014)

8.32.130 Seizure of fireworks.

The fire chief or the fire marshal may seize, take, remove, or cause to be removed, at the expense of the permittee or owner thereof, all stocks of fireworks displayed or available for sale, stored, or held in violation of this chapter. (Ord. 1095 § 3, 2020; Ord. 1014 § 2, 2014)

8.32.140 Police and fire department illegal fireworks operation plan and after action report.

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

1. Identification of areas within the city where illegal fireworks were a problem in the previous year;
2. A general explanation of the supplemental fire and law enforcement personnel deployed within the city;

3. A report on the additional apparatus and personnel who'll be on duty for the period of June 17th through July 16th of that year;
4. Recommendations on and discussion of what, if any, dedicated illegal fireworks enforcement patrols there should be for that year and all other relevant information and statistics deemed necessary by the city council;
5. A detailed discussion of the costs that will be incurred by the city that year to be delivered in the operation plan; what, if any, of these costs will be covered by existing fees levied on the permittees, and unexpended surcharge revenue from prior years;
6. A proposed recommendation for a surcharge resolution establishing the surcharge amount to be levied that year on each retail sale of safe and sane fireworks in an amount not to exceed seven percent.

B. On or about September 1st of that same year, both police and fire departments must report back to the city council with an after action report. That report should include, but is not limited to:

1. An evaluation of the effectiveness of that department's operation plan for that year including a listing of any significant fireworks-related incidents, both "dangerous fireworks" and "safe and sane fireworks";
2. Relevant incident statistics for the period of June 17th through July 16th, and identification of fireworks related incidents;
3. A report on how many calls there were regarding suspected "dangerous fireworks," how many of those calls either of the departments responded to, how many of those calls resulted in seizures and/or administrative fine citations. (Ord. 1095 § 3, 2020; Ord. 1014 § 2, 2014)

8.32.150 Fireworks surcharge.

Repealed by Ord. 1095. (Ord. 1014 § 2, 2014)

8.32.160 Wholesale storage of safe and sane fireworks.

Repealed by Ord. 1095. (Ord. 1014 § 2, 2014)

8.32.170 Fireworks wholesaler public education plan.

Repealed by Ord. 1095. (Ord. 1014 § 2, 2014)

8.32.180 Manufacture of fireworks prohibited.

No person, firm, or corporation shall manufacture fireworks of any type within the city of Seaside. (Ord. 1095 § 3, 2020; Ord. 1014 § 2, 2014)

8.32.190 Administrative fines and penalties.

A. *Repealed by Ord. 1095.*

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

C. The remedies set forth in this chapter are in addition to all other legal and equitable remedies, administrative, criminal or civil, that may be pursued by the city to address violations of this chapter.

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

E. Administrative fines collected pursuant to this section and related to dangerous fireworks shall not be subject to the restrictions of California Health and Safety Code Sections 12500 through 12759; however, the city shall provide

cost reimbursement to the state Fire Marshal pursuant to regulations adopted by the state Fire Marshal addressing the state Fire Marshal's cost for the transportation and disposal of dangerous fireworks seized by the city, which costs will be part of any administrative fine imposed. Unless and until said regulations have been adopted, the city shall hold in trust two hundred fifty dollars, or twenty-five percent of administrative fines collected, to cover the cost reimbursement to the state Fire Marshal for the cost of transportation and disposal of the dangerous fireworks.

F. Because of the serious threat of fire or injury posed by the use of "dangerous fireworks" that can result from persistent or repeated failures to comply with the provisions of this code and the effect of such conditions or activities on the safety and the use and enjoyment of surrounding properties and to the public health, safety and welfare, this chapter imposes strict civil liability upon the owners of residential real property for all violations of this code existing on their residential real property. Each contiguous use, display and/or possession shall constitute a separate violation and shall be subject to a separate administrative fine. (Ord. 1095 § 3, 2020; Ord. 1014 § 2, 2014)

8.32.200 Concurrent authority.

This chapter is not the exclusive regulation of fireworks within the city. It shall supplement and be in addition to other state, local, or federal laws, regulations, or ordinances and any other legal entity or agency having jurisdiction. (Ord. 1095 § 3, 2020; Ord. 1014 § 2, 2014)

8.32.210 Fees deemed debt to the city.

The amount of any fine, fee, cost or charge imposed by this chapter shall be deemed a debt to the city that is recoverable in any court of competent jurisdiction. (Ord. 1095 § 3, 2020; Ord. 1014 § 2, 2014)

8.32.211 Curfew for use of Safe and Sane Fireworks.

There will be a 10:00 p.m. curfew each evening for the use of Safe and Sane Fireworks beginning the first day of sane and sane fireworks sales at 12:00 June 28 and ending 10:00 p.m. on July 5 (the final day of sales).

Per Ordinance No. 1014 – Ordinance of the City Council of the City of Seaside. The use of Safe and Sane fireworks is permitted during that period beginning at 12:00 p.m. on June 28 and ending at 10:00 p.m. July 5 of the same year.

ORDINANCE NO. XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AMENDING SEASIDE MUNICIPAL CODE SECTION 8.32 FIREWORKS TO ADD A NEW SECTION 8.32.211 DAILY CURFEW FOR USE OF SAFE AND SANE FIREWORKS (FIRST READING - ROLL CALL VOTE)

WHEREAS, the City of Seaside has regulated fireworks since 1970; and

WHEREAS, in 2014 the City added Chapter 8.32 to the Seaside Municipal Code to prohibit all fireworks, but provided a narrow exception to allow the sale, use and possession of safe and sane fireworks during the period of June 28 through noon on July 5; and

WHEREAS, in 2019 and 2020, the City adopted Urgency Ordinances establishing a daily curfew for the use of safe and sane fireworks at 10:00 p.m.; and

WHEREAS, there continue to be multiple complaints of noise and abuses related to the use of fireworks; and

WHEREAS, during the 2023 fireworks season, Seaside Police Department reported that use of safe and sane fireworks inhibited and obscured their ability to enforce against illegal fireworks users; and

WHEREAS, on or about October 5, 2023, the Seaside Police Department and Fire Department made a series of recommendations to assist in the enforcement against illegal fireworks, including that a daily curfew be imposed on the use of safe and sane fireworks and the City Council directed staff to pursue certain of those recommendations; and

WHEREAS, it is appropriate to amend Seaside Municipal Code (SMC) Chapter 8.32 to create a daily curfew for the use of safe and sane fireworks; and

WHEREAS, amendments to SMC Chapter 8.32 adding a new provision for a curfew on the use of safe and sane fireworks. This item is not a project under the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

SECTION 1. GENERAL PURPOSE AND FINDINGS

The purpose of this Ordinance is to add a new Section to Chapter 8.32 Fireworks, establishing a curfew for the use of safe and sane during the time period June 28 through July 5.

SECTION 2. PROPOSED TEXT AMENDMENT

The Seaside Municipal Code Section 8.32 shall add a new section and reference to the same as follows:

8.32.211 Daily Curfew for use of Safe and Sane Fireworks.

There will be a 10:00 p.m. curfew each evening for the use of Safe and Sane Fireworks beginning the first day of sane and sane fireworks sales at 12:00 p.m. June 28 and ending 10:00 p.m. on July 5 (the final day of sales).

SECTION 3. SEVERABILITY

- A. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provision of this Ordinance are severable.
- B. The City Council hereby declares that it would have passed each section subsection, subdivision, paragraph, sentence, clause or phase thereof irrespective of the fact that any one or more sections, subsections, subdivision, paragraphs, sentences clause or phrases be held unconstitutional, invalid or unenforceable.

SECTION 4. EFFECTIVE DATE

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

INTRODUCED AND PASSED TO PRINT at a regular meeting of the City Council of the City of Seaside, State of California, on the 16th day of November, 2023.

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

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

APPROVED:

Ian M. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Jaime M. Fontes, City Manager

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

DATE: February 1, 2024

**SUBJECT: REVIEW AND TAKE ACTION ON THE TRAFFIC ADVISORY
COMMITTEE RECOMMENDATION TO DENY AN ADDITIONAL
DRIVEWAY AT 1251 PHOENIX AVENUE**

RECOMMENDATION

Deny installation of an additional driveway approach at 1251 Phoenix Avenue.

BACKGROUND

The property owner of 1251 Phoenix Street is requesting the relocation of a second driveway approach, to be relocated to the south side of the property off of Phoenix Avenue to allow for additional parking on the property. The lot currently has two driveway approaches on Hilton Street, one of which would be removed.

This application was presented to the Traffic Advisory Committee (TAC) at the January 16, 2024 meeting.

Phoenix Avenue is a collector street, with one lane of travel in both the east and westbound directions, parallel parking on both sides, and is populated with single family homes along this section. Phoenix is approximately 36 feet wide, from face of curb to face of curb, and has a speed limit of 30 mph. Sidewalks are present on both sides of the street. Hilton Street is a one-way residential street, with a single lane of travel in the northbound direction, and parallel parking on the east side of the street. Hilton is approximately 20 ft. wide, and has a speed limit of 25 mph. A sidewalk measuring approximately 4 feet wide is present on both sides of the street. 1251 Phoenix Avenue is a single parcel with one residence and a detached two-car garage on the north side of the property. The property has approximately 175 ft of street frontage from Hilton Street and Phoenix Avenue, with two existing driveways on Hilton Street.

STAFF ANALYSIS

The City of Seaside's Municipal (SMC) code Section 17.30.030 Height Limits and Exceptions for Structures outlines the following sight distance requirement for driveways:

E. Height limit within traffic safety visibility areas. Development proposed adjacent to any public or private street or alley intersection, or the intersection of a driveway with a street shall be designed to provide a traffic safety visibility area for pedestrian and traffic safety as depicted in Figure 3-6 (Required Traffic Safety Visibility Area).

2. Measurement of visibility area. A traffic safety visibility area is a triangle measured as follows, and may include private property and/or public rights-of-way.

b. Driveways. The driveway visibility area shall be defined by measuring 15 feet along the driveway from the intersection of the driveway with the street right-of-way line, and 15 feet along the street line, away from the driveway, and connecting the lines across the intervening property.

The existing fence for the property at 1751 Laguna Street is within the traffic safety visibility area, as defined by SMC 17.30.030 E.2.b., and is greater than 4 feet tall. This fence presents a visibility obstruction. The applicant has provided a signed agreement with the owner of 1751 Laguna Street to lower the section of fence within the traffic safety visibility area, should City Council approve the applicants request.

The City of Seaside's Municipal (SMC) code Section 17.34.120 Driveways and Site Access, outlines the requirements for driveways of Single Family Dwellings as follows:

A. Number of driveways. The number and placement of driveways shall be limited as follows; provided, that second driveways or additional curb cuts may be approved by the Traffic Advisory Committee:

1. Single dwellings and duplexes. A single dwelling or duplex shall be allowed one driveway, except that:

a. A circular driveway may be allowed on a parcel with 70 feet or more of street frontage;

and

b. A parcel within the RS-8 or RS-12 zones with a frontage of 200 feet or more may have two separate driveways; provided, that they are separated by a minimum of 100 feet, or lesser distance as approved by the City Engineer based on considerations of site topography and traffic safety.

B. Distance from street corners. Each driveway shall be separated from the nearest intersection as follows, except where the City Engineer allows a lesser separation.

1. A minimum of 150 feet from the nearest intersection, as measured from the centerline of the driveway to the centerline of the nearest travel lane of the intersecting

street; and

2. For parcels with frontages less than 150 feet, the minimum distance shall be 100 feet.

Per the above stated code sections, 1251 Phoenix Avenue is not eligible for a second driveway, as its frontage is only 175 feet of the required 200 feet, and the driveway would be located less than 150 feet from the corner of Phoenix Avenue and Hilton Street. If the owner were to modify the existing second driveway approach, it would need to conform to Seaside Municipal Code.

The applicant submitted an application for a Minor Use Permit (MUP 21-03), requesting to reposition the existing driveway approaches, including the currently proposed location on Phoenix Avenue. Planning Department records do not indicate that the Minor Use Permit Application was heard at a public meeting with the Zoning Administrator, as is required by SMC Section 17.62.070.E.2. The Public Works Department has a record of an "Approval with Conditions", which may have been issued by the Public Works Department. Available records do not detail the evaluation of the MUP application. Conditions listed on the "Approval with Conditions" include approval of the request through the TAC and City Council, Approval of an Encroachment Permit, and construction of the driveway approaches to current City of Seaside Standards.

Additionally, the approval of this application would add two public parking spots to Hilton Street, and remove two public parking spots from Phoenix Avenue, resulting in no loss or gain of public parking.

The TAC recommends the City Council to deny the resident's application for an additional driveway off of Phoenix Street, as the property does not meet the minimum requirements as stated in SMC Section 17.34.120.

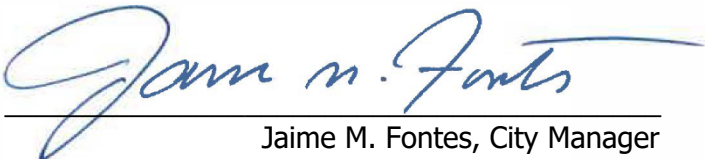
FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Application and Associated Exhibits

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 3rd 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: DAN ROSA Date: April 28, 2021
Address: 1251 PHOENIX AVE. Phone: [REDACTED]

Type of Request (check all that apply):

- | | |
|--|---|
| ☐ Parking Designations | ☐ Traffic Signal/Stop Sign |
| ☐ Crosswalk | ☒ Other <u>encroachment</u> |
| ☐ Curb Markings (white, yellow, etc.) | ☐ Signing/Striping |
| ☐ Disabled Parking* | |
| ☐ Warning Sign | |

*A copy of DMV issued disabled placard must accompany requests for disabled parking spaces.

FEES WILL APPLY FOR PARKING AND CURB MARKING REQUESTS

Request: Reposition (e) 22' & 25' 8" approaches on
Hilton St. First approach starting 13' from
Property line; Second approach to be repositioned
on Phoenix Ave., starting 6' from Property line.
Project No.: MUP-21-03 ; Public Works - Engineering Division
APN: 012-012-007

Request Procedures are outlined on the back of this form. For any questions regarding the Traffic Advisory Committee (TAC) please contact 831-899-6825.

To: pwinfoc@ci.seaside.ca.us

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 City Council Member, Director of Public Works, Chief of Police, Director of Community Development, and 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 requests, staff will place the request on the TAC agenda for the next scheduled meeting. All TAC's action will be forwarded for City Council consideration at the next 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, DAN ROSA 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.

04-28-21
Date



Remove existing additional driveway approach from Hilton Street. Install an additional driveway approach on Phoenix Avenue.



Area of requested driveway approach for 1251 Phoenix Avenue.



Area of existing driveway approaches, on Hilton Street.

Neighbor Pre-Approval Notification

Hello, Mayra Enriqueta Soto.

I am undergoing construction at my property and I would like to request your approval on the proposed project summary described below.

PROJECT SUMMARY:

- Property Address: 1251 Phoenix Ave Seaside CA 93955.
- Install Driveway Encroachment on Phoenix Avenue at the Front, Southeast end of the property address.
- To meet City of Seaside safety requirements for installing the driveway, I would need to lower our shared fence, measuring 15 feet back from Phoenix Avenue.
- The construction cost of a new shared fence and retaining wall is always split in half between homeowners, but if my proposed driveway is approved by the City of Seaside, I will pay 100% material and labor cost to lower/modify the fence and retaining wall to meet the City of Seaside safety requirements.
- We will reuse any salvageable material during the reconstruction.

CITY OF SEASIDE COMPLIANCE AND APPROVAL PROCESS:

A complete Encroachment permit application was submitted to the City of Seaside by Applicant/Property owner on February 09, 2022 in accordance with Seaside Encroachment Permit Requirements and Traffic Advisory Committee (hereafter referred to as "TAC") request guidelines.

Lowering of the fence would have to take place prior to the construction of the new location for the second driveway, if approved.

Once TAC has reviewed the request on an upcoming agenda, they will make a decision on their recommendation to City Council regarding the request.

The decision will then be forwarded to City Council at their next available meeting for the item to be heard to make the final decision based on the recommendation from TAC.

Plans and supporting information can be viewed online at the TAC Meeting held at the upcoming Seaside City Hall Conference Room and/or virtually on zoom (Please call the City of Seaside for specific Committee Conference dates and times).

Thank You.

Dan Rosa

Property Owner: 1251 Phoenix Avenue Seaside, CA 93955

FOR MAYRA ENRIQUETA SOTO'S USE ONLY:

- "Yes. I approve the project summarized within this document and agree to the terms therein."

SIGNED: Mayra Soto : Mayra Soto
print name

Property Owner: 1751 Laguna Street Seaside, CA 93955

DATE: 9/5/22