



AGENDA

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

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

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

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 or participate 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 or participate by phone: Please call (669) 900-9128
Enter the **WEBINAR 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: 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.

When the Chair calls for public comment, members of the public participating on Zoom and wishing to address the City Council can queue to speak with the "Raise Hand" feature. On the Zoom application, click the "Raise Hand" button. On the phone, press *9 to "Raise Hand"; press *6 to unmute.

5. In accordance with the City's Remote Meeting Participation Policy for Public Comment: The City of Seaside reserves the right to refuse, limit, and/or revoke use of video conferencing technology and the option for virtual public participation. Granting use of the virtual participation in no way constitutes an endorsement of any person or group to display hateful conduct, including sending or posting hateful images, making violent threats, or targeting others with hateful or abusive speech. The City may remove any participant that violates its agreement or applicable policy with proper notice as outlined in the conditions of use/meeting access.

1. CALL TO ORDER

2. ROLL CALL – ESTABLISHMENT OF QUORUM

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

3. INVOCATION AND PLEDGE OF ALLEGIANCE

4. REVIEW OF AGENDA

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

5. PUBLIC COMMENT

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

6. PUBLIC AGENCY COMMUNICATIONS

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

A. INTRODUCTION OF THE CALIFORNIA STATE UNIVERSITY MONTEREY BAY INTERNS FOR FALL 2024 (VANESSA GONZALEZ, HUMAN RESOURCES SPECIALIST)

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

7. PRESENTATIONS

A. PRESENT A PROCLAMATION FOR NATIONAL RECOVERY MONTH PRESENTED TO SUN STREET CENTERS, PROGRAM MANAGER OF THE PREVENTION DEPARTMENT, KATIA GUTIERREZ

B. RECEIVE PRESENTATION OF OLDEMEYER CENTER MURAL FINAL SELECTION (KEE HYON HIGGINS, RECREATION SUPERINTENDENT)

8. CONSENT AGENDA

A. APPROVE MINUTES FROM AUGUST 15, 2024

RECOMMENDATION: Approve minutes as presented in the agenda packet.

B. APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM WORLD OUTREACH SERVICES, INC.

RECOMMENDATION: Approve a request from World Outreach Services, Inc. for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs associated with their Youth Financial Literacy Program.

C. APPROVE CO-SPONSORSHIP AND FEE WAIVER FROM SUPPORTING INDIGENOUS COMMUNITIES GROUP'S FOR COST ASSOCIATED WITH THEIR RED DRESS DAY "HONORING INDIGENOUS WOMEN" EVENT ON MAY 03, 2025

RECOMMENDATION: Approve the co-sponsorship and fee waiver request from Supporting Indigenous Communities Group for the use of Laguna Grande Hall on May 02, 2025, to set up and Laguna Grande Combo on May 03, 2025, to hold their 3rd annual "Red Dress Day - Honoring Indigenous Women" in the amount of \$965.75. The organization is to provide the City with the non-refundable portion of the deposit of \$98.25.

D. APPROVE A PROCLAMATION RECOGNIZING SEPTEMBER AS CHILDHOOD CANCER AWARENESS MONTH

RECOMMENDATION: Approve proclamation recognizing September as Childhood Cancer Awareness Month in the City of Seaside.

E. APPROVE A PROCLAMATION RECOGNIZING SEPTEMBER AS OVARIAN CANCER AWARENESS MONTH

RECOMMENDATION: Approve a proclamation recognizing September as Ovarian Cancer Awareness Month in the City of Seaside.

F. ADOPT A RESOLUTION APPROVING PAYMENT OF \$493,159.04 TO THE FEDERAL GOVERNMENT RELATING TO MEDICARE PAYMENTS MADE ON BEHALF OF FORMER EMPLOYEES WHO HAD WORKERS COMPENSATION CLAIMS AND AUTHORIZE FINANCE DIRECTOR TO MAKE APPROPRIATE BUDGET ADJUSTMENTS TO THE 24-25 ADOPTED BUDGET

RECOMMENDATION: Adopt a resolution requesting authorization for payment and make the necessary adjustments to the 24-25 Adopted Budget to increase the Insurance Fund Reserve Balance Fund by the amount of the claim plus interest.

G. ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF YOSEMITE STREET, BETWEEN BROADWAY AVENUE AND MENDOCINO STREET, ON

OCTOBER 5, 2024 FOR SEASIDE FIRE DEPARTMENT'S ANNUAL COMMUNITY PUBLIC EDUCATION OPEN HOUSE

RECOMMENDATION: Adopt a resolution approving closure of Yosemite Street, between Broadway Avenue and Mendocino Street on October 5, 2024, from 7:00 a.m. - 4:00 p.m. for the Fire Department's annual public education open house.

H. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MONTEREY BAY ENGINEERS IN THE AMOUNT OF \$8,220.00 FOR DEVELOPMENT REVIEW SERVICES FOR SEASIDE RESORTS TO BE REIMBURSED BY THE DEVELOPERS

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with Monterey Bay Engineers in the amount of \$8,220.00 for development review services for Seaside Resorts.

I. ADOPT A RESOLUTION AUTHORIZING A MAINTENANCE AND RIGHT OF ENTRY AGREEMENT WITH AMERICAN LEGION FOR STORMWATER CONTROL AT 1000 PLAYA AVENUE

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute a maintenance and right of entry agreement with American Legion Post 591.

J. ADOPT A RESOLUTION FOR AUTHORIZATION TO DISPOSE OF SURPLUS CITY VEHICLES AND EQUIPMENT

RECOMMENDATION: Adopt a resolution approving the disposal of select City vehicles and equipment that are no longer needed and considered excess due to inoperability or poor condition.

K. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WEST COAST CODE CONSULTANTS INC. INCREASING THE CONTRACT BY \$209,271.87 TO PROVIDE PLAN CHECK, BUILDING AND SAFETY SERVICES TO BE REIMBURSED BY THE GRAND HYATT DEVELOPER

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with West Coast Code Consultants, Inc., in the amount of \$209,271.87 for Comprehensive Plan Check services for the Grand Hyatt Seaside Resort Project for a total contract amount of \$309,271.87.

L. ADOPT RESOLUTION EXPRESSING SUPPORT FOR ACTIONS TO FURTHER STRENGTHEN LOCAL DEMOCRACY, AUTHORITY, AND CONTROL AS RELATED TO LOCAL ZONING AND HOUSING ISSUES

RECOMMENDATION: Adopt the resolution.

M. ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH NBS GOVERNMENT FINANCE GROUP FOR AN AMOUNT \$18,500.00

RECOMMENDATION: Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with NBS Government Finance Group in the amount of \$18,500.00 for Community Facilities District ("CFD") cost estimation services related to the CFD for Campus Town.

9. PUBLIC HEARING

A. ADOPT A RESOLUTION APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2023-2024

RECOMMENDATION: Adopt a Resolution to:

1. Approve the FY2023-24 CAPER for the CDBG program; and
2. Authorize the City Manager or designee to submit the FY2023-24 CAPER to the U.S. Department of Housing and Urban Development.

10. BUSINESS ITEMS

A. ADOPT A RESOLUTION AUTHORIZING AN EXCHANGE OF LAND BETWEEN ENCLAVE PHASE 4 AND THE BLACKHORSE AND BAYONET GOLF COURSE AND IMPLEMENTING ACTIONS

RECOMMENDATION: Adopt a resolution authorizing an exchange of land between the Enclave Phase 4 parcels and the Blackhorse and Bayonet Golf Course authorize the City Manager to execute deeds, accept the transferred property and approve the lot line adjustments to reflect the changes.

B. ADOPT A RESOLUTION AUTHORIZING THE INTERMITTENT CLOSURE OF GENERAL JIM MOORE BOULEVARD TO THROUGH TRAFFIC FROM BROADWAY AVENUE TO COE AVENUE AND ALL OF EUCALYPTUS ROAD ON SEPTEMBER 12, 2024

RECOMMENDATION: Adopt a resolution permitting the intermittent road closure of General Jim Moore Boulevard to through traffic from Broadway Avenue to Coe Avenue and Eucalyptus Road to ensure public safety during the filming at the intersection of San Pablo Avenue and General Jim Moore Boulevard and on Eucalyptus Road on Thursday, September 12, 2024.

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

B. FOLLOW UP ON PREVIOUS REQUESTS

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: 705 Broadway Avenue, Seaside, CA 93955

Agency Negotiators: City Manager, et. al.

Negotiating Parties: Coldwell Banker

Under Negotiation: Price, terms of payment or both

B. 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

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

Property: 1540-1546 Del Monte Boulevard, Seaside CA 93955

Agency Negotiators: City Manager, et. al.

Negotiating Parties: Foothill Partners, et al. and City of Seaside

Under Negotiation: Price, terms of payment or both

D. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE 54957

Position: City Manager

E. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT CODE 54956.9 (D)(2)

Two Matters of Potential Litigation

14. ADJOURNMENT

Next Regularly Scheduled Meeting:
September 19, 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

REGULAR MEETING
440 HARCOURT AVE
Thursday, August 15, 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, Miller, Oglesby, Pacheco
ABSENT: None

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was held for invocation. Council/Agency Member Garcia-Arrazola led the pledge.

4. REVIEW OF AGENDA

No changes.

5. PUBLIC COMMENT

Douglas McFarland, Frank Troia, Linda Lagoria, Karla Lobo, Bobby Maxwell, Dianne Nielson, Jonathan Amatti, Lynda Cunningham, Joe Cubbage

6. PUBLIC AGENCY COMMUNICATIONS

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

Dr. Bettye Lusk, MPUSD Board of Trustee announced the formation of community committee in support of granting scholarships to high school seniors.

Community Partnership for Youth presented to the Mayor, City Council, City Attorney, City Clerk and Police Chief with art created by the youth in the program.

The following upcoming events were featured:

- The City of Seaside is pleased to announce that Craig Malin has been appointed as Interim City Manager, effective August 1, 2024.
- As we mark Seaside's 70th Birthday in October, we want to honor the incredible residents who have helped shape our vibrant community, by gathering stories and memories for a special tribute feature. If you, or someone you know, has lived in Seaside for 50 years or more, we would love to hear from you! Visit [bit.ly/seaside 50 years](https://bit.ly/seaside50years) for more information.
- Coastal Paving and Excavating has begun the construction of the 2023

Pavement Rehabilitation Project for the City of Seaside. Construction includes localized pavement base repairs, pavement overlay, and concrete curb ramps for street segments throughout the city. For more information, including a map of proposed construction sites, visit the Construction Updates page of the City's website.

- On Saturday, August 17th, Build Up Youth and Seaside Youth Resource Center presents their School Supply Drive. This all-day event will take place at 1136 Wheeler Street, and include food, games, prizes, and more.
- The City of Seaside hopes that all of the students out there are having an amazing start to the new school year! A huge thank you to the parents, teachers, administrators, and staff for the dedication and passion you bring to this community. For all of the scholars out there, Seaside is cheering you on! Your positivity, focus, and hard work will lead to success, and we are excited to see the results!
- The Friends of Seaside Parks Association is having several workdays all over the city this August. For more information, including upcoming dates and locations, visit FriendsOfSeasideParks.org
- Exotics on Broadway is FINALLY here! On Saturday, August 17th, from 1-6 pm, expect the most stunning—and RARE—show of vehicle mastery on the Central Coast, right here in Seaside! This free event includes exhibitor booths from local businesses, automobile manufacturers, wheel manufacturers, tuners, and automotive dealerships. There will be live entertainment, DJs, a VIP area, and many other surprises! For more information, including parking and shuttle locations, visit exoticsonbroadway.com.
- On Tuesday, August 20th, the California Air Resources Board is visiting Seaside to provide insight, education, and resources for medium and heavy-duty vehicle owners and operators. CARB will discuss clean truck and diesel regulations, compliance, funding, and more. The event will take place from 8:30 am-2 pm at the General Stilwell Community Center. For more information, including registration, visit bit.ly/OneStopTruckEvent.
- The annual Concours D'Lemons returns to the lawn at City Hall from 8 am-1:30! This event is free.
- Please note that there will be street closures during Car Week affecting traffic in the City. The following roads will be closed on Saturday, the 17th: Broadway Avenue between Del Monte Boulevard and Fremont Boulevard; The southbound lane of Fremont Boulevard from Clementina Avenue to Amador Avenue.
- On Saturday, August 24th, at 7 pm, MBFC hosts the El Paso Locomotive at Cardinale Stadium. For more information or to purchase tickets directly, visit MontereyBayFC.com.
- On Friday, August 30th, Gold Coast Rods and the City of Seaside are co-sponsoring Hot Cars & Cool Nights on Broadway Avenue from 4 pm to 8. There will be live music, raffles, awards, and a cruise to Cannery Row after the show. See you out there!
- Calling all Seaside Residents! How would you invest \$2.2 million to address priority needs in your community over the next five years? A survey is now

available to share your insights! The City of Seaside creates a "Consolidated Plan" every 5 years to identify community needs and priorities, and we need your help! You can find the survey link at ci.seaside.ca.us/CDBG.

- The Seaside Police Department is excited to present that the interaction of the month award to Officer Patricia Greenwood. On July 14th, Officer Greenwood responded to a domestic family situation that required her to relocate the mother and her children to a safe place. At that time, she saw that the family did not have proper seating for the children in their vehicle. So, Officer Greenwood used her own money and purchased car seats for the children. It was an unexpected and emotional exchange.

7. PRESENTATIONS

A. PROJECT OVERVIEW AND CONSTRUCTION SCHEDULE FOR THE GRAND HYATT SEASIDE RESORT HOTEL ON THE SEASIDE RESORT PROJECT AREA (ADOLFO GONZALEZ, PROJECT MANAGER)

Brian Murch and Arron Curtis of DLR Group provided a presentation reviewing the project status of the Grand Hyatt Seaside Resort Hotel.

B. LEGISLATIVE UPDATE (JOHN ARRIAGA, JEA AND ASSOCIATES)

John Arriaga, Laurie Johnson and Erica Arriaga provided a presentation reviewing advocacy highlights, provided an update on the state budget, initiatives, local projects and relationship building, and the house committee on appropriations for the approved FY25 budget.

C. 4TH OF JULY AFTER ACTION REPORT (POLICE CHIEF NICK BORGES AND FIRE CHIEF MARY GUTIERREZ)

Police Chief Borges, Fire Chief Gutierrez, and Police Commander Justin Pascone provided a presentation providing an overview of the operations for July 4th. It was reported that the operation included:

- Fireworks special detail w/ 20 additional Police Department staff members, 5 additional firefighters,
- 5 drone pilots and 3 drones deployed
- 12 Condor Security Officers
- Command Van for Incident Command
- Records staff answered hotlines (140 calls)
- Dispatch Center received (92 calls)

8. CONSENT AGENDA

Items Pulled: 8I

PUBLIC COMMENT: Ray Riordian

On motion by Council/Agency Member Garcia-Arrazola and second by Mayor Pro Tem/Vice Chair Pacheco and carried by the following vote, the City Council moved to approve the consent agenda, except item 8I.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

A. APPROVE MINUTES FROM AUGUST 1, 2024

ACTION: APPROVED

B. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM MONTEREY CONDORS CLUB

ACTION: APPROVED

C. APPROVE MAYOR'S YOUTH FUND CONTRIBUTION REQUEST FROM THE VILLAGE PROJECT/THE MAE C. JOHNSON EDUCATION & CULTURAL ENRICHMENT ACADEMY

ACTION: APPROVED

D. APPROVE A FEE WAIVER REQUEST FROM SEASIDE HIGH SCHOOL FOR COSTS ASSOCIATED WITH THE ANNUAL HOMECOMING PARADE ON OCTOBER 25, 2024

ACTION: APPROVED

E. APPROVE A FEE WAIVER REQUEST FROM PALENKE ARTS ORGANIZATION TO USE LAGUNA GRANDE HALL AND KITCHEN TO HOLD THEIR "DAY OF THE DEAD" (DIA DE LOS MUERTOS) EVENT ON NOVEMBER 2, 2024

ACTION: APPROVED

F. APPROVE A PROCLAMATION RECOGNIZING SEPTEMBER AS NATIONAL RECOVERY MONTH

ACTION: APPROVED

G. REVIEW AND TAKE ACTION ON TRAFFIC ADVISORY COMMITTEE RECOMMENDATIONS FOR RED CURB REQUESTS ON SONOMA AVENUE, VALLEJO STREET, AND FREMONT BOULEVARD

ACTION: APPROVED

H. ADOPT A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE STORM DRAIN GRATE UPGRADE PROJECT - PHASE 2, APPROPRIATING \$66,790.08 FROM THE GENERAL FUND TO THE PROJECT, AND AWARDING A CONSTRUCTION AGREEMENT TO MONTEREY PENINSULA ENGINEERING FOR AN AMOUNT NOT TO EXCEED \$521,900.00 AND TOTAL PROJECT CONSTRUCTION COST INCLUDING CONTINGENCY OF \$600,185.00

ACTION: ADOPTED RESO #24-97

I. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARAMETRIX INC. FOR ADDITIONAL DESIGN SERVICES FOR SAN PABLO AVENUE TRAFFIC CALMING PROJECT FOR AN AMOUNT NOT TO EXCEED \$15,500.00

PUBLIC COMMENT: Karla Lobo

On motion by Council/Agency Member Miller and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council moved to approve an amendment to the agreement with Parameterix, Inc. for additional design services for the San Pablo Ave. traffic calming project.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #24-98

J. ADOPT A RESOLUTION APPROVING THE PURCHASE OF A REPLACEMENT PIERCE FIRE ENGINE FOR THE FIRE DEPARTMENT IN THE AMOUNT OF \$1,032,072.23 FROM GOLDEN STATE FIRE APPARATUS AND AUTHORIZE STAFF TO PROCEED WITH A LEASE-PURCHASE FINANCING

ACTION: ADOPTED RESO #24-99

K. ADOPT A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH 4LEAF, INC. IN AN AMOUNT NOT TO EXCEED

\$50,000.00 TO PROVIDE BUILDING AND SAFETY SERVICES TO THE BUILDING AND CODE ENFORCEMENT DEPARTMENT

ACTION: ADOPTED RESO #24-100

- L. APPROVE A RESOLUTION APPROVING A CONTRACT FOR \$19,995.00 WITH SKY ELEMENTS AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT**

ACTION: ADOPTED RESO #24-101

- M. ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WALLACE GROUP FOR ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE CUTINO PARK IMPROVEMENT PART 2 PHASE 1 PROJECT FOR AN AMOUNT NOT TO EXCEED \$8,877.75**

ACTION: ADOPTED RESO #24-102

9. PUBLIC HEARING

- A. FIRE STATION 2 PROJECT DESIGN UPDATE AND ADOPT A RESOLUTION CERTIFYING THE INITIAL STUDY-MITIGATED NEGATIVE DECLARATION (IS-MND), APPROVING THE FIRE STATION NUMBER 2 PROJECT AND ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) FOR THE FIRE STATION NO. 2 PROJECT AND AUTHORIZE FILING OF A NOTICE OF DETERMINATION**

Fire Chief Gutierrez introduced the item and the consultants, Michael Scott and Kathryn Hicks of RRM Design, and Aileen Mahoney and Megan Jones of Rincon Consultants.

PUBLIC COMMENT: Lynda Cunningham, Karla Lobo

On motion by Council/Agency Miller and second by Council/Agency Member Garcia-Arrazola and carried by the following vote, the City Council moved to certify the initial study-mitigated negative declaration, and adopted the mitigation monitoring and reporting program, and authorized the filing of a notice of determination.

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #24-104

10. BUSINESS ITEMS

A. APPROVE THE SEASIDE STARS AD-HOC COMMITTEE RECOMMENDATIONS FOR THE FIVE RECIPIENTS AND, AUTHORIZE THE CITY MANAGER TO EXECUTE THE CONTRACTS WITH FMG CUSTOM CONCRETE

Dan Meewis, Recreation Director, provided a presentation regarding the nominations for the Seaside Stars. 14 applications were received and 5 nominees were selected and recommended to the City Council for approval.

PUBLIC COMMENT: Karla Lobo, No name, Mel Mason, Larry Mosley

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 moved to approve the Seaside Stars nominee recommendations: Ewalker James (Community & Social Equality), Lee Toler (Community & Social Equality), Bobby Maxwell (Community & Social Equality), Rev. Dr. Herbert Hoover Lusk, Sr. (Community & Social Equality), The Bakewell Company (Outstanding Achievement).

RESULT: 5-0-0-0

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

NOES: None

ABSTAIN: None

ABSENT: None

ACTION: ADOPTED RESO #24-104

B. RECEIVE UPDATE ON THE CITY OF SEASIDE CAR WEEK EVENTS

Dan Meewis, Recreation Director, provided an overview of the car week events happening in Seaside:

- Monday, August 12, 2024 – Porsche Monterey “Classic Porsche”
Del Monte Avenue from 4pm – 8pm
- Saturday, August 17, 2024 – Concors d’Lemons
City Hall Lawn from 8:00am – 1:00pm
- Saturday, August 17, 2024 – Concorso Italiano
Bayonet Blackhorse Golf Course – 8am – 4pm
- Saturday, August 17, 2024 – Exotics on Broadway
Broadway Avenue & Fremont Boulevard – 1pm – 6pm

PUBLIC COMMENT: None

11. COUNCIL MEMBER REQUESTS

A. NEW COUNCIL MEMBER REQUESTS

None

B. FOLLOW UP ON PREVIOUS REQUESTS

None

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

Reports provided.

13. CLOSED SESSION

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

PUBLIC COMMENT: None

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

Property: 705 Broadway Avenue, Seaside, CA 93955

Agency Negotiators: City Manager, et. al.

Negotiating Parties: Coldwell Banker

Under Negotiation: Price, terms of payment or both

No report.

B. 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

No report.

C. CONFERENCE WITH LEGAL COUNSEL PURSUANT TO GOVERNMENT

CODE 54956.9 (d)(2)

Two Matters of Potential Litigation

No report.

14. ADJOURNMENT

With no further business, the meeting adjourned at 9:48 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: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: September 5, 2024

**SUBJECT: APPROVE A MAYOR'S YOUTH FUND CONTRIBUTION REQUEST
FROM WORLD OUTREACH SERVICES, INC.**

RECOMMENDATION

Approve a request from World Outreach Services, Inc. for a donation of \$3,000.00 from the Mayor's Youth Fund to help cover the costs associated with their Youth Financial Literacy Program.

BACKGROUND

World Outreach Services, Inc. is requesting a \$3,000.00 donation from the Mayor's Youth Fund to help cover the costs associated with their Youth Financial Literacy Program. Their program empowers youth with a foundation for money principals that will impact their lives for generations. Their program goals are to introduce youth to banking, checking, and savings; teach them what credit is and how credit works; understand financial planning; have them participate in a job placement program and teach the youth how to start planning for the future. During each session, there will be various projects that will promote the importance of recycling, clean-up and green sustainability among the youth for a healthy environment.

Based on the information provided, staff has determined that the application meets the requirements of the Mayor's Youth Fund Policy. World Outreach Services, Inc. received their last donation at the August 03, 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

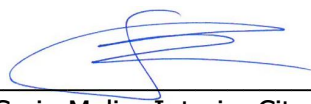
to the Mayor's Youth Fund. The current balance is the Mayor's Youth Fund account (601-2106) is \$83,864.61. If the City Council approves this request, the balance will decrease to \$80,864.61. This is for fiscal year 2024/25.

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. World Outreach Services Inc. - Mayor's Youth Fund Request - 2024
 2. World Outreach Services Inc. - W-09 - 2024
 3. World Outreach Services Inc. - 501(c)(3)
 4. Mayor's Youth Fund Closing Report - World Outreach Services Inc. 2023
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim 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: World Outreach Services, INC

Name of Applicant: Gwen Nash

Address: 915 Hilby Ave #2B City: Seaside, CA State: CA

Phone: 7025574508 Email: wasinfo2006@gmail.com

Number of Participants: 100 Seaside Residents / Students: 90 % Ages: 10-18

CRITERIA:

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

Please select one or more from the following list:

☒ Scholastic ☐ Athletic ☐ Music ☐ Environmental ☐ Art

Is funding a reward for one of these activities? ☐ No ☒ Yes, Scholastic - Education through Mentorship

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

Youth Financial Literacy program (Money Magnet 101)
that empowers youth with foundations for money principles
impacting three lives for generations.
This investment will equip youth to respect, value the
power of money...

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: Funds will be used to promote and highlight
during each sess. on to clearly understand the importance
of Recycling, Clean-up and green stability for a healthy
Environment

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

What other funding sources will supplement your requests? Fundraiser Sponsorship
and other need donations to fulfill our mission

Total Amount Requested: (See contribution limits) \$ 3000.00

Applicant Signature: Gwen Nash

Date: 8/9/2024
Page 3 of 4

Urban Development Programs

Overview

In 2005, Gwen Chambers-Nash founded World Outreach Services (W.O.S.) and World Outreach Evangelistic Ministries (W.O.E.M.). Both entities consist of workshops, conferences, seminars, training institutes, and resources for social services that are designed to assist/empower individuals and families through education awareness, both locally, nationally and globally.

Mission

The mission of World Outreach is to encourage life transformation and empower individuals on a physical, mental, social and spiritual level. Every local, national and worldwide participant will be empowered to achieve their individual life goal.



Creative Arts
Transitional Housing
Feeding & Homeless Projects
Men/Women Re-Entry Mentoring
Veterans & Senior Assistance Care
Youth & Adult Financial Literacy

Gwen Nash
Founder



Motto

"Giving & Assisting
Our
Community"



Purpose

World Outreach strives for a global outreach that liberates and strengthens men and women by promoting growth and relationships that impacts every aspects of their lives.

Services

Creative Arts
Utility Assistance
Transitional Housing
Feeding & Homeless Projects
Youth & Adult Financial Literacy
Men/Women Mentoring Programs
Senior Respite Assistance Caregivers
Transportation Medical Appointments

wosinfo2006@gmail.com
702.557.4508
831.500.3636

Vision

World Outreach Services/World Outreach Evangelistic Ministries is founded on practical principals. Our aim is to serve with integrity and compassion within local communities while establishing a sound foundation for individual growth and independence. Our goal is to mentor and support individuals as they work to become a productive asset within their community.

WORLD

SERVICES

Seaside, California

(702) 557-4508

Email: wosinfo2006@gmail.com

Website: wos2006.com

Youth/ Adult Money Magnet 101 Financial Literacy Program

OVERVIEW

World Outreach Services Inc., (WOS) Urban Development Project, has developed two (2) programs to prepare or reestablish financially literate plans for our youth and adults futures. Hard working people in our country currently are suffering daily due to the lack of education or misinformation.

- Youth Financial Literacy Program
(16-21)
- Adult Financial Literacy Program
(22 & Up)

(WOS) has researched and discovered that 47% of high school Graduates understand and are financially literate for the future. However, more than 50% have no plan financially or understand their basic financial responsibility.

Between 2018 and 2020 a study through FINRA Investors Education Foundation was conducted with American college students between the ages of 17 and 34. What was discovered is only 17% could correctly answer 4 out of 5 questions pertaining to financial literacy.

This problem doesn't stop with youth and college students! We discovered that in today's economy, close to 70% of hard Americans can't account for \$500 to \$1,000 a month! That's \$6,000 to \$12,000 a year gone!

- 62% of Americans don't know basic banking!
- 16% of Americans are underbanked (Underbanked means households without a checking or savings account. An underbanked household is one that has a bank account but lacks adequate access to other traditional financial services, such as credit and loans.)
- Misinformation or No education of financial and investment planning causes: High personal debt, underbanked, bad credit, No health or Life planning, No educated investment planning.

GOALS

1. Introduce youth to banking checking and saving!
2. What is credit and how credit works!
3. Understand Financial Planning!
4. Participate in job placement program
5. How to start today planning for the future!
6. Why Health and Life Insurance are more than death Insurance!

SPECIFICATIONS

Workshops will provide presenters such as : Entrepreneurs, Business Owners, Business Developers, Bank VP's and Representation, Financial Advisors, and more.

MILESTONES OBJECTIVE

1. Offer suggestions for employment and means to build cashflow.
2. Train and assist to develop good money habits.
3. Create a path to financial literacy and security as a lifestyle.
4. Provide awareness concerning Bad and Good Credit status.
5. Create a budget plan tracking income and expenses.
6. Offer a plan for spending and savings.
7. Share why taxes are so important. The do's and don'ts!

Agency _____

Print _____

Signature _____

Title _____

Date _____

Youth
Money Magnet 101
Financial Literacy Program
Assessment Agreement

How many Participants

- ☐ 5-10
- ☐ 11-20
- ☐ 21-30 or More ☐

How many weeks training

- ☐ 1 | 4 weeks or 2 | 4 weeks
- ☐ 1 | 6 weeks or 2 | 6 weeks
- ☐ 1 | 8 weeks or 2 | 8 weeks

We would like Youth Money Magnet 101 Financial Literacy Program to held:

- ☐ On Site
- ☐ Off Site
- ☐ Afterschool Program
- ☐ Saturday Program

How will your agency cover training program assessment:

- ☐ Participant will pay assessment
- ☐ Agency will pay assessment
- ☐ Sponsorships will pay assessment

Date you agree to begin Youth Money Magnet 101 Financial Literacy Program

- ☐ June 2023
- ☐ July 2023
- ☐ Aug 2023 or Projected Dated

Comments : Note specific requirements to meet your agency needs

Identification Number and Certification

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

requester. Do not
send to the IRS.

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.

World Outreach Services INC

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=S corporation, S=S corporation, P=Partnership) in the box below.

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)

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

1268 Soto Street

6 City, state, and ZIP code

Seaside CA 93955

7 List account number(s) here (optional)

Requester's name and address (optional)

**Gwen Nash
P.O. Box 1735
Seaside, CA 93955**

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

51-0600523

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person

Gwen Nash

Date

7/14/2024

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.

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

DEPARTMENT OF THE TREASURY

Date: **DEC 22 2016**

WORLD OUTREACH SERVICES INC
1268 SOTO ST
SEASIDE, CA 93955

Employer Identification Number:
51-0600523
DLN:
17053320327006
Contact Person:
ANGELA M BENDER ID# 31162
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
May 15, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

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

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

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

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

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

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

Letter 947

MAYOR'S YOUTH FUND CLOSING REPORT → 8/3/23

Date Mayor's Youth Fund was approved by council: Not Sure, But check dated 8/10/2023

Name of Organization: (WOS) World outreach services, INC

Contact: Gwen Nash

Address: 915 Hilby Ave, Suite 2B

Email/Phone: info@wos2006.org

Amount of Donation Received: \$3000.00

What Items were purchased with Mayor's Youth Fund Donation: Please Review email attachments

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.

Class Beg 9/20/2023
Our Video Will Be Shared after each session
Please Review the type of Reduce, Reuse and Recycle video
We will share

Signature: Gwen Nash

Date: 10/1/2023

*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.



Thank you for your Order (#[684011](#))
placed on 9/26/2023.

Product	Quantity	Total
HP Compaq Elite 8300 i5 3470 SFF Desktop Full Set	1	287.00
HDD: 500GB SSD \$55.00		
RAM: 16GB RAM \$35.00		
Software: Microsoft Office Home and Student 2019 \$20.00		
LCD: 22" LCD \$55.00		
Audio: Generic Headset with Microphone \$12.00		
Webcam: Generic USB Webcam \$10.00		
Wireless Internet Adapter: Micro USB Wireless Internet Adapter \$0.00		

Order Subtotal 287.00

Shipping and handling 0.00

Tax 0.00

Total 287.00

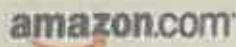
Order Placed: September 21, 2023
Amazon.com order number: 112-0004136-8842603
Order Total: \$65.94

Shipped on September 22, 2023

Items Ordered	Price
1 of: Bird Fry® 50 Pack Lanyards with Bulldog Clip and 50 Pack Waterproof Clear Plastic Vertical Name Tag Badge ID Card Holders(Blue) Sold by: Bird Fry (seller profile) Supplied by: Bird Fry (seller profile)	\$23.98
Condition: New	
1 of: Laminator, A4 Laminator Machine, 9 Inch Thermal Laminator Machine, 4 in 1 Personal Desktop Cold Laminator with Paper Cutter and Corner Rounder 15 Laminating Pouches for Office School Business Use Sold by: BEISLIA Inc (seller profile) Supplied by: BEISLIA Inc (seller profile)	\$29.99
Condition: New	
1 of: verest Self Adhesive Laminating Pouches, Lamination Pouches for Cards, Waterproof, 2.6 x 3.9 Inches, 30 Sheets, 10 Mil Thick, Gloss Finish Business Card, No Laminating Machine Needed Sold by: EVEREST GROUP INC. (seller profile) Supplied by: EVEREST GROUP INC. (seller profile)	\$11.97
Condition: New	

Shipping Address:
GWEN NASH
1268 SOTO ST
SEASIDE, CA 93955
United States

Shipping Speed:
FREE Standard Shipping

**Details for Order #112-1461881-7197832**[Print this page for your records.](#)**Order Placed:** September 27, 2023**Amazon.com order number:** 112-1461881-7197832**Order Total:** \$19.94**Shipping now****Items Ordered****Price**1 of: *DenYorkStore Copy 1 Dollar Bills, Play Money 100 Pcs for Movie Props Prop Money* \$16.95Sold by: DenYorkStore ([seller profile](#))

Supplied by: Other

Condition: New

Shipping Address:GWEN NASH
1268 SOTO ST
SEASIDE, CA 93955
United States**Shipping Speed:**

Rush Shipping

Payment information**Payment Method:**

Visa ending in 4442

Item(s) Subtotal: \$16.95

Shipping & Handling: \$2.99

Total before tax: \$19.94

Estimated tax to be collected: \$0.00

Grand Total: \$19.94**Billing address**GWEN NASH
1268 SOTO ST
SEASIDE, CA 93955
United StatesTo view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2023, Amazon.com, Inc. or its affiliates

9/26/23, 6:19 PM

Amazon.com - Order: 114-1787664-8552265

amazon.com

Final Details for Order #114-1787664-8552265
Print this page for your records.

Order Placed: September 16, 2023
Amazon.com order number: 114-1787664-8552265
Order Total: \$56.99

Shipped on September 17, 2023

Items Ordered

Gifts and Prize Incent
1 of: HASLE OUTFITTERS 20oz Tumblers Bulk Stainless Steel Cup with Lid Double Wall
Vacuum Insulated Coffee Mug for Cold & Hot Drinks 8 Pack, Navy
Sold by: HASLE OUTFITTERS ([seller profile](#))
Supplied by: HASLE OUTFITTERS ([seller profile](#))

Price
\$56.99

Condition: New

Shipping Address:

GWEN NASH
1268 SOTO ST
SEASIDE, CA 93955
United States

Shipping Speed:

FREE Prime Delivery

*Gifts
Incentives*

Payment information

Payment Method:

Visa ending in 4442

Billing address

GWEN NASH
1268 SOTO ST
SEASIDE, CA 93955
United States

Credit Card transactions

Item(s) Subtotal: \$56.99
Shipping & Handling: \$0.00

Total before tax: \$56.99
Estimated tax to be collected: \$0.00

Grand Total: \$56.99

Visa ending in 4442: September 17, 2023: \$56.99

To view the status of your order, return to [Order Summary](#).

[Conditions of Use](#) | [Privacy Notice](#) © 1996-2023, Amazon.com, Inc. or its affiliates

Receipt

Student Tracking System



Invoice number: 12AC9F99-0001
Receipt number: 2384-0307
Date paid: August 11, 2023
Payment method: Visa - 4442

AfterSchool HQ
12125 Visionary Way
Suite 710
Fishers, Indiana 46038
United States
support@afterschoolhq.com

Billed to:
World Outreach
93855
United States
info@wos2006.org

Item	Qty	Unit price	Amount
Pla	1	\$1,990.00	\$1,990.00
Subtotal			\$1,990.00
Total			\$1,990.00
Amount paid			\$1,990.00

9/26/23, 7:41 PM

BUS COMPLETE CHK (...2958)

-\$102.02

Card

Snacks

Transaction details - chase.com

(Bank Transaction)
Last Receipt Located I will submit when

Sep 20, 2023

Transaction date

Smart & Final

Sep 20, 2023

Posted date

Description SMART AND FINAL SEASIDE CA 09/20
Method In person
Card number (...4442)

Transaction details may be preliminary or incomplete and may not
reflect actual activity.

Smart & Final. &
Warehouse & Market, Friend & Neighbor

Smart And Final
Store 455
1560 CANYON DEL REY BLVD
SEASIDE, CA 93955
Telephone (831) 393-0250

Produce/Bulk/Floral
Bananas Case 19.99 F
Regular Price \$30.00
Bananas 3.20 F
26 lb @ 0.75 USD/lb
SUBTOTAL 23.19

Total # Items Sold 2

23.19 @ 0.000% = 0.00

TOTAL 23.19
Visa 23.19

3.19
379 Visa

APPROVED

US 1
MID 1
DATE 09/20/23

Smart & Final. &
Warehouse & Market, Friend & Neighbor

Smart And Final
Store 455
1560 CANYON DEL REY BLVD
SEASIDE, CA 93955
Telephone (831) 393-0250

Produce/Bulk/Floral
Navel Oranges 8 lb 7.99 F
Regular Price \$9.99
Navel Oranges 8 lb 7.99 F
Regular Price \$9.99

Grocery
Halloween Party Bag 11.99 TF
First Street Candy Corn 9.99 F
Criso Lay Flavor Mix Va 2.00 F

Beverage
Kool-Aid Jammers Shark 2.99 F
Kool-Aid Jammers Strawb 2.99 F
Kool-Aid Jammers Variet 8.99 F

SUBTOTAL 73.92

Total # Items Sold 8

61.92 @ 0.000% = 0.00
11.99 @ 9.250% = 1.11

TOTAL 75.03
Debit 75.03

PURCHASE \$75.03
*****4442 Visa
CHIP CONTACTLESS

\$200.24



World Outreach Services, Inc.
Youth Financial Literacy Program
Mayors Youth Funds
2023

Submitted
9/30/2023
Via Email

Amazon Supplies	\$142.87
PC Computer	\$287.00
HQ Student Tracking System	\$1,990.00
Consultant & Facilitator Fees (2) Sessions	\$500.00
Snacks & Food	\$200.21
WOS paid difference for Snacks Food	(\$120.08)
Total used	\$3,000.00

See Attached Receipts



World Outreach Services, Inc.
Youth Financial Literacy Program
Mayors Youth Funds
2023

Amazon Supplies \$142.87

Amazon Supplies	19.94
Amazon Gifts Incentives	56.99
Amazon Name bages etc	65.94
	142.87

See Attached Receipts

INVOICE

Invoice#	000001
Invoice Date	9/20//2023
Due Date	9/20/2023

Packet Page 38



World Outreach Services, Inc.
Youth Financial Literacy Program
Mayors Youth Funds
2023

Snacks & Food List

Smart & Finals	102.02
Smart & Finals	23.19
Smart & Finals	75.03
	200.24

See Attached Receipts



CITY OF SEASIDE STAFF REPORT

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: September 5, 2024

**SUBJECT: APPROVE CO-SPONSORSHIP AND FEE WAIVER FROM
SUPPORTING INDIGENOUS COMMUNITIES GROUP'S FOR COST
ASSOCIATED WITH THEIR RED DRESS DAY "HONORING
INDIGENOUS WOMEN" EVENT ON MAY 03, 2025**

RECOMMENDATION

Approve the co-sponsorship and fee waiver request from Supporting Indigenous Communities Group for the use of Laguna Grande Hall on May 02, 2025, to set up and Laguna Grande Combo on May 03, 2025, to hold their 3rd annual "Red Dress Day - Honoring Indigenous Women" in the amount of \$965.75. The organization is to provide the City with the non-refundable portion of the deposit of \$98.25.

BACKGROUND

Supporting Indigenous Communities Group is requesting co-sponsorship to waive all fees related to their 3rd annual event "Red Dress Day - Honoring Indigenous Women". They are requesting the use of the Laguna Grand Hall for set-up on May 02, 2025, from 4:00 p.m. to 9:00 p.m., with the event taking place on Saturday, May 03, 2025, from 7:00 a.m. to 5:00 p.m. in the Laguna Grande Hall, Kitchen and Dance Studio at the Oldemeyer Center.

They are a new group of closely affiliated professionals from the fields of public service, education, social services, and the arts. Their mission is to "indigenize" Monterey County in the form of creating and producing several indigenous-focused events each year to represent our group leaders' areas of interest and expertise. Even though this organization is not based in Seaside, it does have a strong showing of Seaside residents who will benefit from this event in the City.

This is the third request for co-sponsorship for the Red Dress Day event. The last co-sponsorship and fee waiver request for this event was approved at the July 06, 2023, City Council meeting. Staff recommends that the fees be waived for the rental cost of the facility and that the organization pay the non-refundable portion of the deposit of \$98.25 to go towards the building maintenance fund.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

Laguna Grande Hall Fee on 05/02/24	5 Hours @ \$56.25 per	\$ 281.25
hour		
Laguna Grande Combo Fee on 05/03/24	10 Hours @ \$56.25 per	\$ 562.50
hour		
Non-Refundable Portion Deposit		\$ 98.25
<u>Insurance</u>		<u>\$ 122.00</u>
		\$1,064.00

TOTAL

Should the City Council approve the request with the staff recommendation to waive all rental fees but require payment for the non-refundable deposit, the fiscal impact is \$965.75 out of account 100.3672.

ATTACHMENTS

1. Supporting Indigenous Communities Group Co-Sponsorship and Fee Wavier 2025
2. 501(c)(3) - Supporting Indigenous Communities Group

Reviewed for Submission to the City Council by:



Craig Malin, Interim 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

Per conversation
with Mary on
8/19/24, they
are requesting
co-sponsorship

CONTACT INFORMATION:

Organization: Supporting Indigenous Communities
Name of Applicant: Mary Ann Carbone
Address: 1893 Park Ave City: Sand City State: CA
Phone: (831) 917-6225 Email: maryann@sandcityca.org

EVENT INFORMATION:

Event Title: Red Dress Day "Honoring Indigenous Women"
Event Description: ~~May 3, 2025~~ Culture & Education Event
Event Date: May 3, 2025 Room(s) Requested: Laguna Grande Rm/Kitchen & Dance Studio
Time (including set-up): 7am - 6pm Approximate Number of Guests: 150

ADDITIONAL INFORMATION:

Reason for Requesting Fee Waiver: Community Event - non profit focused on youth women, seniors and disadvantaged communities
Have you received a Fee Waiver in the past? ☒ Yes, the event was on 5/4/24 ☐ No
What is your organization's tax identification number? EIN # 99-4520520
What percentage of your members or participants resides in Seaside? 60%
Is your organization based in Seaside? ☒ Yes ☒ No
Is your organization able to provide liability insurance? ☒ Yes ☐ No
Will alcohol be served or sold at your event? ☐ Yes ☒ No

Applicant Signature: Mary Ann Carbone

Date: August 19, 2024

(For Office Use Only)

Fee Waiver Request: ☐ Approved ☐ Denied ☐ Appealed

Security Deposit Required? ☐ Yes ☐ No

Staff Signature: _____

Date: _____

Notes: _____



**SEASIDE
CALIFORNIA**

Fee Waiver Request Form

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

POLICY REGARDING ROOM RENTAL FEES AND WAIVERS

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

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

FEE WAIVERS FOR MEETING ROOMS

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

AUDITORIUM RENTAL FEE WAIVER

Organizations requesting the use of the Auditorium must:

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

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

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



SEASIDE CALIFORNIA

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

CONTACT INFORMATION

ROOM: Laguna Grande Ballroom

Organization: SICG: Supporting Indigenous Communities Group

Name of Applicant: Mary Ann Carbone

Address: 1873 Park Ave, City: Sand City Zip: 93955

Phone: 831-917-6205 Email: _____

Day of Event Contact Name and Phone: _____

☐ Resident ☐ Non-Resident

EVENT INFORMATION (Note: **BALLOONS ARE NOT ALLOWED**)

Event Title: Red Dress Day: Honoring Indigenous Women "Set-up for May 3r Event

*Please attach invitation or flyer if available.

Event Date: Friday, May 2 Approximate Number of Guests: _____

Reservation Time (including set-up): 4:00pm - 9:00pm Event Time: _____

*Laguna Grande Hall & Soper: Security guard(s) must be present for entire event time. See page 4.

Special Instructions: Room Set-up: Tables | Chairs | Art installation

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

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

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

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

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

Applicant Signature: Mary Ann Carbone

Date: Aug 18, 2024

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

Note: Original to Parks & Recreation Department

Updated 08/23

Page 1 of 4



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

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

	Resident	Non-Res
Hourly Rate	\$56.25	\$160.00
Deposit	\$655.00	\$848.00
(Refundable)	(\$556.75)	(\$720.80)
Alcohol Deposit	\$638.00	\$827.00
(Refundable)	(\$414.70)	(\$537.55)

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

Alcohol Premium: \$63.00 (2023)

Security Guards: required 1 per 50 guests

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

☐ BAYONET MEETING ROOM

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

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

☒ BLACKHORSE MEETING ROOM

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

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

☐ DANCE STUDIO

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

	Resident	Non-Res
Food Deposit	\$150	\$187.50
(Non Refundable)	(\$37.50)	(\$46.75)
Rate 0-3 hr.	\$43.75 /hr.	\$84.00 /hr.
After 3 hrs.	\$20.00 /hr.	\$44.00 /hr.

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

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

☒ SEASIDE MEETING ROOM

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

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

☐ SEASIDE COMMUNITY CENTER (SOPER)

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

	Resident	Non-Res
Hourly Rate	\$59.25	\$86.00
Deposit	\$348.00	\$436.00
(Refundable)	(\$295.80)	(\$370.60)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

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

Alcohol Premium: \$63.00 (2023)

Security Guards: required 1 per 50 guests

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

☐ YOUTH EDUCATION CENTER

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

	Resident	Non-Res
Deposit	\$83	\$103.50
(Non Refundable)	(\$21)	(\$26)
0-25 Guests	\$172	\$215
26-50 Guests	\$187.00	\$234
51-75 Guests	\$205.00	\$257.00
Mini Golf	\$25	\$31
Extra 1/4 Hour	\$38	\$47.50

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

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

SEATING CONFIGURATION

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

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

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

Fee Waiver



**SEASIDE
CALIFORNIA**

Facility Use Rental Request Form

Parks and Recreation Division

986 Hilby Avenue, Seaside CA 93955

831-899-6800 Laguna Grande Room / Kitchen / Dance Studio

CONTACT INFORMATION

ROOM: _____

Organization: Supporting Indigenous Communities Group (SICG)

Name of Applicant: Mary Ann Carbone

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

Phone: (831) 917-6225 Email: maryann

Day of Event Contact Name and Phone: _____

☐ Resident ☐ Non-Resident

EVENT INFORMATION (Note: BALLOONS ARE NOT ALLOWED)

Event Title: Red Dress Day Event "Honoring Indigenous Women"

*Please attach invitation or flyer if available.

Event Date: May 3, 2025 Approximate Number of Guests: 150

Reservation Time (including set-up): 7am - 6pm Event Time: 11 am - 4pm

*Laguna Grande Hall & Soper: Security guard(s) must be present for entire event time. See page 4.
Laguna Grande Room / Kitch

Special Instructions: Request microphone & podium & stage Dance Studio

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

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

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

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

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

Applicant Signature: Mary Ann Carbone Date: August 18, 2024

(For Office Use Only)

Permit Fee: _____ Authorized Agent: _____ Date: _____

Note: Original to Parks & Recreation Department

Updated 08/23



SEASIDE CALIFORNIA

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

FACILITY SELECTION

☐ LAGUNA GRANDE HALL

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

	Resident	Non-Res
Hourly Rate	\$56.25	\$160.00
Deposit	\$655.00	\$848.00
(Refundable)	(\$556.75)	(\$720.80)
Alcohol Deposit	\$638.00	\$827.00
(Refundable)	(\$414.70)	(\$537.55)

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

Alcohol Premium: \$63.00 (2023)

Security Guards: required 1 per 50 guests

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

☐ BAYONET MEETING ROOM

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

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

☐ BLACKHORSE MEETING ROOM

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

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

☐ DANCE STUDIO

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

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

☐ SEAHORSE CONFERENCE ROOM

Capacity: 20 / Dimensions: 28' X 16'

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

☐ SEASIDE MEETING ROOM

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

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

☐ SEASIDE COMMUNITY CENTER (SOPER)

Capacity: Dining: 65 / Theatre: 100
Dimensions: 128' X 120'

	Resident	Non-Res
Hourly Rate	\$59.25	\$86.00
Deposit	\$348.00	\$436.00
(Refundable)	(\$295.80)	(\$370.60)
Alcohol Deposit	\$638.00	\$798.00
(Refundable)	(\$414.70)	(\$518.70)

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

Alcohol Premium: \$63.00 (2023)

Security Guards: required 1 per 50 guests

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

☐ YOUTH EDUCATION CENTER

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

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

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

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

SEATING CONFIGURATION

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

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

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



RULES, REGULATIONS & CONDITIONS OF USE

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



SEASIDE CALIFORNIA

Facility Use Rental Request Form

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

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

IMPORTANT THINGS TO NOTE

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

45 days in advance
30-45 days in advance
Less than 30 days in advance
Less than 48 hours in advance

Full refund, less a \$7 surcharge
Full refund, less the non-refundable part of security deposit
Full refund, less the entire security deposit
No refund

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

Food Sales and Prohibited Goods & Materials:

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

Initials: MC

Date of this notice: 08-19-2024

Employer Identification Number:
99-4520520

Form: SS-4

Number of this notice: CP 575 E

SUPPORTING INDIGENOUS COMMUNITIES
GROUP
1893 PARK AVE
SAND CITY, CA 93955

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-4520520. This EIN will identify your entity, accounts, tax returns, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for business and tax purposes. Some taxpayers receive CP575 notices when another person has stolen their identity and are operating using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status, organizations must complete an application on one of the following forms: Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1023-EZ, Streamlined Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code; Form 1024, Application for Recognition Under Section 501(a); or Form 1024-A, Application for Recognition of Exemption Under Section 501(c)(4) of the Internal Revenue Code.

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

If you become tax-exempt, you will lose tax-exempt status if you fail to file a required return or notice for three consecutive years, unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File). We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter. For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is SUPP. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 E (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 E

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 08-19-2024
EMPLOYER IDENTIFICATION NUMBER: 99-4520520
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
|||||

SUPPORTING INDIGENOUS COMMUNITIES
GROUP
1893 PARK AVE
SAND CITY, CA 93955



CITY OF SEASIDE STAFF REPORT

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dominique Davis, City Clerk

DATE: September 5, 2024

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING SEPTEMBER AS
CHILDHOOD CANCER AWARENESS MONTH**

RECOMMENDATION

Approve proclamation recognizing September as Childhood Cancer Awareness Month in the City of Seaside.

BACKGROUND

Childhood cancer is a significant public health issue, with approximately 15,000 children in the United States diagnosed with cancer each year. It is the leading cause of death by disease for children in the United States. Despite advancements in research and treatment, childhood cancer remains a critical issue that requires continued awareness, support, and funding for research.

September is nationally recognized as Childhood Cancer Awareness Month. Across the country, individuals, communities, and organizations come together during this month to raise awareness about childhood cancer, honor the memory of children lost to the disease, and support the families of those currently battling cancer.

In recognition of the importance of raising awareness about childhood cancer, the City of Seaside has been asked to join other cities and communities across the nation in proclaiming September as Childhood Cancer Awareness Month. This proclamation will serve to highlight the ongoing struggles faced by affected children and families, promote the need for continued research and funding, and encourage community support for those impacted by this devastating disease.

By adopting this proclamation, the City of Seaside will demonstrate its commitment to

raising awareness about childhood cancer and supporting affected families within our community and beyond. The proclamation will be shared on the City's social media platforms and website to reach a broader audience.

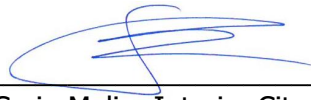
FISCAL IMPACT

None.

ATTACHMENTS

1. Honoring Jacob's Heart Children's Cancer Support Services
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

City of Seaside PROCLAMATION



Honoring Jacob's Heart Children's Cancer Support Services and Declaring September 2024 as Childhood Cancer Awareness Month

WHEREAS, the character of our community is revealed in how we treat our most vulnerable; and

WHEREAS, each year, 19 in every 100,000 children in our community will be diagnosed with cancer; and

WHEREAS, cancer remains the leading cause of death by disease among children, killing more children than asthma, diabetes, cystic fibrosis, congenital anomalies, and AIDS combined; and

WHEREAS, Jacob's Heart has been keeping medically fragile children and families housed, fed, and emotionally supported by steadfastly adhering to the following commitments: 1) Parents of children with cancer and other serious illnesses will be relieved of financial fears and able to focus attention on their children: 2) No child undergoing intensive treatment in our community will be homeless: 3) Families of seriously ill children will not experience food insecurity during and after pandemic: and 4) No child seriously ill in our community will ever miss a medical appointment because of a lack of transportation; and

WHEREAS, Jacob's Heart holds the memories and honors the legacies of hundreds of children from our local community who have been lost to cancer, ensuring that their precious memories will never be forgotten; and

WHEREAS, the oncology department at Lucile Packard Children's Hospital at Stanford has worked closely with Jacob's Heart for the past 25 years as a trusted community partner in providing family-centered care that addresses the emotional, practical and financial struggles of families of children with cancer in Seaside; and

WHEREAS, it is important for all Seaside residents to recognize the impact of pediatric cancer on families within our community and honor the children in our community whose lives have been cut short by cancer.

NOW THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, California, on behalf of the City Council do hereby declare September as Childhood Cancer Awareness Month in the City of Seaside and do hereby honor Jacob's Heart Children's Cancer Support Services for outstanding support to our community and acknowledge the organization's contributions to Childhood Cancer Awareness Month, honoring children with cancer in our community.

Ian N. Oglesby, Mayor

September 5, 2024



CITY OF SEASIDE STAFF REPORT

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dominique Davis, City Clerk

DATE: September 5, 2024

**SUBJECT: APPROVE A PROCLAMATION RECOGNIZING SEPTEMBER AS
OVARIAN CANCER AWARENESS MONTH**

RECOMMENDATION

Approve a proclamation recognizing September as Ovarian Cancer Awareness Month in the City of Seaside.

BACKGROUND

Ovarian cancer is a serious and often deadly disease that affects thousands of women across the United States each year. It is the fifth leading cause of cancer-related deaths among women and is often diagnosed at an advanced stage due to the lack of early detection methods. Despite advancements in medical research, ovarian cancer remains a significant public health challenge, with more than 20,000 women in the United States diagnosed annually.

September is nationally recognized as Ovarian Cancer Awareness Month, a time dedicated to increasing awareness about the symptoms, risks, and importance of early detection of ovarian cancer. This month also honors those who have been affected by the disease and supports ongoing efforts in research and education.

In recognition of the importance of raising awareness about ovarian cancer, the City of Seaside has the opportunity to join other cities and communities across the nation in proclaiming September as Ovarian Cancer Awareness Month. This proclamation will help to educate the public about the symptoms and risks associated with ovarian cancer, promote early detection, and support those who are battling the disease.

By adopting this proclamation, the City of Seaside will contribute to the broader national

effort to raise awareness and promote education about ovarian cancer. The proclamation will be shared with the community through the City's social media platforms, website, and other communication channels.

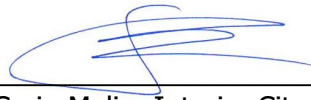
FISCAL IMPACT

None.

ATTACHMENTS

1. Proclamation Ovarian Cancer Awareness Month
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

City of Seaside PROCLAMATION



Ovarian Cancer Awareness Month September 2024

WHEREAS, ovarian cancer is the fifth leading cause of cancer deaths of women in the United States and causes more deaths than any other gynecologic cancer; and

WHEREAS, in the United States, a woman's lifetime risk of being diagnosed with ovarian cancer is about 1 in 78; and

WHEREAS, the American Cancer Society estimates 19,680 cases of ovarian cancer will be newly diagnosed in 2024 and 12,740 individuals will die from the disease nationwide, including 2,300 new cases and 1,410 deaths in California; and

Whereas, the five-year survival rate for ovarian cancer is 50 percent and below 30 percent for late stage diagnosis accounting for 85 percent of all cases; and

Whereas, while a mammogram can detect breast cancer and a pap smear can detect cervical cancer, an effective and reliable early diagnostic tool for screening and early detection of ovarian cancer does not exist; and

Whereas, women's lives can be saved through increased public awareness of ovarian cancer and its risk factors, signs and symptoms increasing the opportunity for early detection and treatment; and

Whereas, this month, the City of Seaside joins all those who are battling ovarian cancer, those who have lost their lives to the disease, their loved ones, our state's dedicated healthcare workers that support them and the many caring community members in spreading awareness, committing to public education, and embracing hope for better diagnosis, treatment and a cure.

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 September 2024 as Ovarian Cancer Awareness Month in the City of Seaside, California.

*Ian N. Oglesby, Mayor
September 5, 2024*



CITY OF SEASIDE STAFF REPORT

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Samantha Alcaraz, Acting Human Resources Director

DATE: September 5, 2024

SUBJECT: ADOPT A RESOLUTION APPROVING PAYMENT OF \$493,159.04 TO THE FEDERAL GOVERNMENT RELATING TO MEDICARE PAYMENTS MADE ON BEHALF OF FORMER EMPLOYEES WHO HAD WORKERS COMPENSATION CLAIMS AND AUTHORIZE FINANCE DIRECTOR TO MAKE APPROPRIATE BUDGET ADJUSTMENTS TO THE 24-25 ADOPTED BUDGET

RECOMMENDATION

Adopt a resolution requesting authorization for payment and make the necessary adjustments to the 24-25 Adopted Budget to increase the Insurance Fund Reserve Balance Fund by the amount of the claim plus interest.

BACKGROUND

On October 2, 2023, December 12, 2023 and January 26, 2024, the former Human Resources/Risk Management Director received notices from the Commercial Repayment Center (CRC) regarding a determination by Medicare that the City was responsible to pay for medicare services provided to five past employees on workers' compensation-related claims in an amount of at least \$468,758.17. The notices all provided the process by which the amounts claimed might be challenged with appropriate documentation. A formal demand for payment to Medicare was received by the HR/Risk Management Director on or about January 26, 2024 for \$468,826.17.

The notices were discovered in the former HR/Risk Manager's office after the appeal dates had passed.

Pursuant to the Medicare Secondary Payer (MSP) provision of the Social Security Act, liability insurance (including self-insurance), no-fault insurance, and workers'

compensation coverage are primary to Medicare (Section 1862(b)(2) of the Act, 42 U.S.C. 1395y(b)(2)), the City had 120 days from receipt of the initial letter to file an appeal. Neither the former HR/Risk Management Director nor their supervisor took discernible action to file challenges to the amounts due within the challenge period and as a result, the City is obligated to pay the full amount of \$493,159.04.

If payment is not made, interest will accrue on any unpaid portion from the date of the second notice at an annual rate of 12.375% and if the debt remains unresolved any federal monies the City receives (grant or otherwise) may be garnished.

FISCAL IMPACT

A contribution of 25% of expenditures in the Insurance fund is added to the reserve balance in the Insurance fund to help defray the cost of future unexpected insurance related expenditures. The reserve balance available in the insurance fund will be reduced by the amount of this claim.

ATTACHMENTS

1. Resolution - 8F
2. Claims Notices Redacted

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPT A RESOLUTION AUTHORIZING PAYMENT TO THE FEDERAL GOVERNMENT PROGRAM OF MEDICARE FOR \$493,159.04 AND AUTHORIZE THE ACTING FINANCE DIRECTOR TO MAKE AN ADJUSTMENT TO THE FISCAL YEAR 2024-25 ADOPTED BUDGET.

WHEREAS, City received multiple demand letters during the time period October 2, 2023 through January 26, 2024 from CRC to pay a claim for medicare services provided to former employees; and

WHEREAS, on May 30, 2024, the challenge period expired and the amount became a debt owed to the federal government; and

WHEREAS, Pursuant to the Medicare Secondary Payer provision of the Social Security Act, liability insurance, no fault insurance, and workers compensation coverage, the City made no attempt to appeal the claims and is obligated to pay the amount and any interest accrued on unpaid portion of the debt; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside authorize the City Manager to authorize payment, and any unknown accrued interest, for the conditional payments Medicare has requested to be reimbursed in the amount of \$493,159.04.

BE IT FURTHER RESOLVED, that the City Council of the City of Seaside authorizes the Acting Finance Director to adjustment the Fiscal Year 2024-25 Adopted Budget to increase the Insurance Fund Reserve Balance Account to the amount of the claim plus interest due.

PASSED AND ADOPTED at a regular City Council meeting of the City of Seaside duly held on the 5th day of September 2024, by the following vote:

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

Ian N. Oglesby, Mayor

ATTEST:

Dominique L. Davis, City Clerk



2 of 35 D-427

437 5 SP 2,310

***SNGLP 720 R:437 T:7 P:7 PC:25 F:2373202

SEASIDE

440 HARCOURT AVE

SEASIDE, CA 93955-4798

Medicare ID:

Date of Incident: November 01, 2000

CRC Recovery ID Number: 31116 40120 02395

Insurer Policy Number: VARIOUS

Insurer Claim Number: SEAS-000702

Section-111 No-Fault Policy Limit Reported: Not Applicable

Response Due Date: January 11, 2024

Subject: Conditional Payment Notice

THIS IS NOT A BILL. DO NOT SEND PAYMENT AT THIS TIME.

Dear SEASIDE:

The Commercial Repayment Center (CRC) is writing to advise you that Medicare has identified a claim or number of claims for which you have the primary payment responsibility and Medicare has made primary payment. This notice is being issued to you to ensure Medicare has the most accurate information as the recovery amount due to Medicare is established.

The statutory Medicare Secondary Payer (MSP) provisions found in (42 U.S.C. 1395y(b)(2)) precludes Medicare from paying for a beneficiary's medical expenses when "payment has been made or can reasonably be expected to be made", under a Workers' Compensation law or plan of the United States, under an automobile insurance policy or plan, including a self-insured plan or under no-fault insurance. Medicare must recover these payments from the entity responsible for primary payment.

As of the date of this letter, the CRC has determined that Medicare has paid *at least* \$468,758.17

Commercial Repayment Center - NGHP • P.O. BOX 1610 • Lathrop, CA 95330

SGLOCNORM

Page 1 of 48

Go paperless: <https://www.cob.cms.hhs.gov/Section111/>



4J2023840000070618



in conditional payments related to the above-referenced matter. The Payment Summary Form listing the claims that comprise this total is enclosed. Please be advised that the conditional payment amount listed above may increase if Medicare pays for additional items and/or services related to the above-referenced matter subsequent to the date of this letter.

Dispute

If your organization believes the enclosed Payment Summary Form to be incomplete, inaccurate, or that your organization is not responsible for repaying Medicare for these payments, for reasons other than the benefits were exhausted, please provide written documentation to support your dispute by the above-referenced response due date.

Please include a description of the illness/injury with your response.

The option to submit a dispute before the CRC issues the CRC Medicare Demand letter will **NOT** affect your appeal rights which will be explained in the CRC Medicare Demand letter once it is issued.

Please refer to the **Submitting Documentation to the CRC** section below regarding where to submit your information.

Benefits Exhausted

If payments have been previously made by your organization or benefits under your policy have been previously exhausted, please complete the **CRC Benefits Exhausted Detail Document** in its entirety and forward it with your organization's payment ledger. Your payment ledger must include the following information for each claim/claim line:

- Date of service
- Billed amount
- Amount paid
- Date processed or date payment was made
- Payee name

If payment was made to the Centers for Medicare and Medicaid Services (CMS), a Medicare Administrative Contractor (MAC) or the Department of Treasury, please provide the CRC with a photocopy of the front and back of the cancelled check.

Please provide the above-requested benefits exhausted documentation to the CRC by the above-referenced response due date.

Please refer to the **Submitting Documentation to the CRC** section below regarding where to



submit your information.

Submitting Documentation to the CRC

If your organization believes the enclosed Payment Summary Form to be incomplete, inaccurate or that your organization is not responsible for repaying Medicare or the benefits have been exhausted, please mail all applicable documentation and/or correspondence to the CRC at the address below by the above-referenced response due date.

Please provide the Beneficiary Name, Medicare ID, and the CRC Recovery ID number when corresponding or submitting documentation to the CRC.

Upon receipt of your organizations documentation, the CRC will review the information submitted and notify your organization of the determination, in writing, within 30 days from the date your documentation was received.

If the requested documentation is not received by the above-referenced response due date, a formal CRC Medicare Demand letter will be issued.

If your organization believes the Payment Summary Form is accurate and the benefits have not been exhausted or payments were not previously paid to another entity, you do not need to do anything at this time. A formal CRC Medicare Demand letter will be issued.

CRC Medicare Demand Letter

A formal CRC Medicare Demand letter will be issued and include the amount of the debt, how it arose, Medicare's priority right of recovery, how Medicare is to be repaid, the due date for repayment, your appeal rights, when interest will begin accruing, and the potential for referring any unresolved debt to Treasury, if applicable.

The CRC has copied your organization's MSP Recovery Agent or other representative if one has been designated. If you have an MSP Recovery Agent, but their name is not shown as a "cc" at the end of this letter, please update your information as soon as possible to ensure that your organization's MSP Recovery Agent receives correspondence in the future.

If you have any questions concerning this matter, please contact the CRC Call Center at 1-855-798-2627 (TTY/TDD: 1-855-797-2627 for hearing/speech impaired), in writing at the address below, or by fax to 844-315-7627. When sending correspondence, please include the Beneficiary Name, Medicare ID, CRC Recovery ID Number (shown above), and a page of this letter.



January 26, 2024

21 of 27 R-622



622 5 MB 2,204

XXX**AUTOMIXED ADC 720 R:622 T:10 P:10 PC:27 F:2393702 XXX

STATE OF WA DEPT OF LABOR AND INDUSTRIES

PO BOX 44286

OLYMPIA, WA 98504-4286

Past-Due Debt Owed CMS as of January 22, 2024:	\$5,538.81
Date Debt Became Past-Due:	December 01, 2023
Date of Demand Letter Previously Sent:	October 02, 2023
Beneficiary Name:	
Medicare ID:	
Date of Incident:	November 03, 2017
CRC Recovery ID Number:	32209 80000 13338
Insurer Policy Number:	5037800
Insurer Claim Number:	BB10072

**NOTICE OF INTENT TO REFER DEBT TO THE DEPARTMENT OF TREASURY OR
A DEPARTMENT OF TREASURY DESIGNATED DEBT COLLECTION CENTER
(DCC) FOR CROSS-SERVICING AND OFFSET OF PAYMENTS.**

**THE PURPOSE OF THIS NOTICE IS TO INFORM YOU OF OUR INTENTION TO
REFER YOUR DEBT TO TREASURY AND/OR A DESIGNATED DCC, UNDER THE
PROVISIONS OF THE DEBT COLLECTION IMPROVEMENT ACT (DCIA) TITLE 31
UNITED STATES CODE, SECTION 3711, TO COLLECT THIS DEBT.**

Dear STATE OF WA DEPT OF LABOR AND INDUSTRIES:

The Centers for Medicare & Medicaid Services (CMS) has determined that your organization owes the Medicare program the amount shown above and this amount is delinquent (past due). This debt arose under the Medicare Secondary Payer (MSP) provisions of the Social Security Act.

- The amount shown includes principal and interest. This amount may be collected through offset of any payments (subtraction of any payments) due to your organization.

Commercial Repayment Center - NGHP • P.O. BOX 1610 • Lathrop, CA 95330

SGLOIRORM
Page 1 of 12

Did you know you can upload case documentation through the Medicare Secondary Payer Recovery Portal located at <https://www.cob.cms.hhs.gov/MSPRP> (beneficiaries can access the portal thru medicare.gov).



4G2024019000096380



- The Debt Collection Improvement Act (DCIA) of 1996 requires Federal agencies to refer delinquent debts to the Department of Treasury and/or a designated Debt Collection Center (DCC). Collection actions may include Treasury's Offset Program (TOP) which collects delinquent Federal debts through offset from other Federal agency payments your organization may be entitled. Including the offset of an income tax refund your organization may be entitled through the referral of this debt to the Internal Revenue Service (IRS) and any Federal benefit payments.
- Treasury or a designated DCC, also uses various other collection actions including offset, demand letters, phone calls, referral to a private collection agency and/or referral to the Department of Justice or agency counsel for litigation.
- This referral will permit the Department of Treasury and/or a designated DCC to pursue recovery using the processes and tools mentioned above. During this collection process, interest will continue to accrue on the debt and you will remain legally responsible for any amount not satisfied through the collection or offset efforts.

Please read the following information carefully as it explains your organization's rights and options which may assist you in resolving this matter prior to referral.

Payment in Full: Your organization's debt will not be referred to the Department of Treasury if, your organization makes payment in full. The past-due debt owed to CMS as of January 22, 2024 is \$5,538.81. By regulation, interest is due and payable for each full 30-day period that the debt is not fully liquidated. Be advised, interest will continue to accrue monthly and will be added to the balance if the debt remains past-due.

Please make your organization's check or money order payable to Medicare. Include a copy of your organization's payment ledger or similar document identifying the claims your payment represents and also include a copy of this letter with your payment. Your organization's check should also include the above-referenced, "CRC Recovery ID Number" to ensure that your organization receives proper credit for the payment. Payment may also be submitted through the Medicare Secondary Payer Recovery Portal (MSPRP) at <https://www.cob.cms.hhs.gov/MSPRP>.

Administrative Appeal/Judicial Review Information: Under CMS' policy, debt is not referred to Treasury if the debt is the subject of an administrative appeal or judicial review. If your organization has received this letter and the debt is in the process of an administrative appeal or judicial review, please notify us immediately. Also, if your organization receives notice of a collection action on this debt from Treasury and the debt is in the process of an administrative appeal or judicial review, please notify us immediately so that we may recall the debt from Treasury.



It is possible that your organization is receiving this notice even though there is still time to appeal Medicare's claim for repayment. Your organization may continue to have the right to appeal Medicare's recovery claim by the appeal deadline (120 calendar days from the date the demand was received, presumed to be within five days of the demand mailing date above). If your organization decides to appeal (or continue to appeal), Medicare will not take any collection action while it is processing your organization's request. However, once a decision is issued, unless or until your organization requests further review, Medicare may attempt to collect the debt, including any applicable interest.

Bankruptcy Related Information: If your organization has filed for bankruptcy and an automatic stay of bankruptcy is in effect, your organization is not subject to offset while the automatic stay is in effect. Documentation supporting your organization's bankruptcy status, along with a copy of this notice, must be forwarded to this office at the address shown below in order to avoid referral.

Please be aware that unsuccessful or incomplete efforts to resolve this matter will result in debt referral.

The CRC has copied your organization's MSP Recovery Agent or other representative if one has been designated. If you have an MSP Recovery Agent, but their name is not shown as a "cc" at the end of this letter, please update your information as soon as possible to ensure that your organization's MSP Recovery Agent receives correspondence in the future.

If you have any questions concerning this matter, please contact the CRC Call Center at 1-855-798-2627 (TTY/TDD: 1-855-797-2627 for hearing/speech impaired), in writing at the address below, or by fax to 844-315-7627. When sending correspondence, please include the Beneficiary Name, Medicare ID, CRC Recovery ID Number (shown above), and a page of this letter.

Sincerely,

CRC Case Analyst

CC: [REDACTED]

Enclosure: Payment Summary Form

Commercial Repayment Center - NGHP • P.O. BOX 1610 • Lathrop, CA 95330

SGLOIRORM
Page 3 of 12

Did you know you can upload case documentation through the Medicare Secondary Payer Recovery Portal located at <https://www.cob.cms.hhs.gov/MSPRP> (beneficiaries can access the portal thru medicare.gov).



4H2024019000098380



January 26, 2024

2 of 25 R-602



602 5 MB 2.204

XXX***AUTOMIXED ADC 720 R:602 T:10 P:10 PC:25 F:2393702 XXX

SEASIDE

440 HARCOURT AVE

SEASIDE, CA 93955-4798

Beneficiary Name:

Medicare ID:

Date of Incident: November 01, 2000

CRC Recovery ID Number: 31116 40120 02395

Insurer Policy Number: VARIOUS

Insurer Claim Number: SEAS-000702

Demand Amount: \$468,826.17

Response Due Date for Payment: March 25, 2024

Response Due Date for an Appeal Request: May 30, 2024

Subject: Medicare's Demand Amount

Dear SEASIDE:

Medicare's records indicate that your organization is the responsible primary payer for services Medicare paid conditionally as a result of an illness/injury which occurred November 01, 2000.

Pursuant to the Medicare Secondary Payer (MSP) provisions of the Social Security Act, liability insurance (including self-insurance), no-fault insurance, and workers' compensation coverage are primary to Medicare (Section 1862(b)(2) of the Act, 42 U.S.C. 1395y(b)(2)). We have researched our records and identified the items and services related to the beneficiary's insurance/workers' compensation case, for which Medicare has made payment. Medicare made conditional payments in the amount of \$468,826.17. The Payment Summary Form is enclosed for your reference.

Dispute Response - If your organization submitted a dispute in response to the Conditional Payment Notice (CPN) or Conditional Payment Letter (CPL), the enclosed Payment Summary

Commercial Repayment Center - NGHP • P.O. BOX 1610 • Lathrop, CA 95330

SGLODMORM

Page 1 of 47

Did you know you can upload case documentation through the Medicare Secondary Payer Recovery Portal located at <https://www.cob.cms.hhs.gov/MSPRP> (beneficiaries can access the portal thru medicare.gov).



432024022000048971



Form will identify the claims that were disputed and the outcome for each claim/claim line.

Payment - Please provide a check or money order made payable to Medicare in the amount of \$468,826.17 or submit your payment through the Medicare Secondary Payer Recovery Portal (MSPRP) at <https://www.cob.cms.hhs.gov/MSPRP>. If the amount payable under your coverage as primary payer is less than the demand amount, please provide documentation that explains the lesser payment along with the check or money order. The amount requested in this letter may not include payments received prior to the date of this demand letter. Please deduct any previous payments made to Medicare for this debt.

Submit payment and your organization's payment ledger or similar document on your organization's letterhead, identifying the claims the payment represents by the above-referenced due date for payment to the CRC address listed below.

Right to Appeal - If your organization believes the amount or existence of the debt is in error, an appeal may be filed. To file an appeal, send a letter explaining why the amount or existence of the debt is incorrect, including supporting documentation, if applicable. Medicare will continue collection efforts unless and until an appeal is requested. Medicare will suspend any recovery action while an appeal is pending; however, interest will continue to accrue on any outstanding balance from the date of this letter.

Your organization has 120 days from receipt of this letter to file an appeal. We must assume that your organization received this letter within 5 days of the date of the letter unless your organization provides proof to the contrary. This means the appeal must be filed no later than the above-referenced response due date for an appeal request.

If we issue a decision that is not favorable to your organization and your organization would like to appeal our decision, our letter will provide information on the next steps to request an appeal at the next level.

If you are the agent acting on behalf of the above-referenced entity, you must provide a Letter of Authority in order to file an appeal. If you have already provided this documentation, you are not required to submit it again. Please note, that appeals filed without a proper Letter of Authority will be dismissed.

Interest - Interest will accrue on any unpaid portion of this debt from the date of this letter. Interest will begin to be assessed if this debt is not fully resolved within 60 days of the date of this letter at an annual rate of 12.375% and is payable for each full 30 day period the debt remains unresolved. By law, all payments are applied to interest first, principal second. For provisions specific to interest on MSP debts, see 42 C.F.R. 411.24(m).



Referral to Treasury - The provisions of the Debt Collection Improvement Act of 1996 (DCIA) applies to all Medicare debts. The failure to respond as requested, within 60 days of the date of this letter, may result in the initiation of additional recovery procedures without further notice. The DCIS requires Federal Agencies to refer debts to the Department of Treasury or its designated debt collection center for recovery actions, which can include, collection by offset against tax refunds owed to your organization or other entities. DCIA also allows Medicare to refer delinquent debtors to the Department of Justice for legal action.

The CRC has copied your organization's MSP Recovery Agent or other representative if one has been designated. If you have an MSP Recovery Agent, but their name is not shown as a "cc" at the end of this letter, please update your information as soon as possible to ensure that your organization's MSP Recovery Agent receives correspondence in the future.

If you have any questions concerning this matter, please contact the CRC Call Center at 1-855-798-2627 (TTY/TDD: 1-855-797-2627 for hearing/speech impaired), in writing at the address below, or by fax to 844-315-7627. When sending correspondence, please include the Beneficiary Name, Medicare ID, CRC Recovery ID Number (shown above), and a page of this letter.

Sincerely,

CRC Case Analyst

CC: ESTATE OF HARRY D WILLIAMS

Enclosure: Payment Summary Form





2 of 27 R-622



OLYMPIA, WA 98504-4286

there are 5 letters in this mailing

Subject: Conditional Payment Notice

THIS IS NOT A BILL. DO NOT SEND PAYMENT AT THIS TIME.

Dear STATE OF WA DEPT OF LABOR AND INDUSTRIES:

The Commercial Repayment Center (CRC) is writing to advise you that Medicare has identified a claim or number of claims for which you have the primary payment responsibility and Medicare has made primary payment. This notice is being issued to you to ensure Medicare has the most accurate information as the recovery amount due to Medicare is established.

The statutory Medicare Secondary Payer (MSP) provisions found in (42 U.S.C. 1395y(b)(2)) precludes Medicare from paying for a beneficiary's medical expenses when "payment has been made or can reasonably be expected to be made", under a Workers' Compensation law or plan of the United States, under an automobile insurance policy or plan, including a self-insured plan or under no-fault insurance. Medicare must recover these payments from the entity responsible for primary payment.

As of the date of this letter, the CRC has determined that Medicare has paid *at least* \$1,014.28 in

Commercial Repayment Center - NGHP • P.O. BOX 1610 • Lathrop, CA 95330

SGLOCNORM

Page 1 of 9

Go paperless: <https://www.cob.cms.hhs.gov/Section111/>



4S2024019000096380



Packet Page 70

conditional payments related to the above-referenced matter. The Payment Summary Form listing the claims that comprise this total is enclosed. Please be advised that the conditional payment amount listed above may increase if Medicare pays for additional items and/or services related to the above-referenced matter subsequent to the date of this letter.

Dispute

If your organization believes the enclosed Payment Summary Form to be incomplete, inaccurate, or that your organization is not responsible for repaying Medicare for these payments, for reasons other than the benefits were exhausted, please provide written documentation to support your dispute by the above-referenced response due date.

Please include a description of the illness/injury with your response.

The option to submit a dispute before the CRC issues the CRC Medicare Demand letter will **NOT** affect your appeal rights which will be explained in the CRC Medicare Demand letter once it is issued.

Please refer to the Submitting Documentation to the CRC section below regarding where to submit your information.

Benefits Exhausted

If payments have been previously made by your organization or benefits under your policy have been previously exhausted, please complete the CRC Benefits Exhausted Detail Document in its entirety and forward it with your organization's payment ledger. Your payment ledger must include the following information for each claim/claim line:

- Date of service
- Billed amount
- Amount paid
- Date processed or date payment was made
- Payee name

If payment was made to the Centers for Medicare and Medicaid Services (CMS), a Medicare Administrative Contractor (MAC) or the Department of Treasury, please provide the CRC with a photocopy of the front and back of the cancelled check.

Please provide the above-requested benefits exhausted documentation to the CRC by the above-referenced response due date.

Please refer to the Submitting Documentation to the CRC section below regarding where to



submit your information.

Submitting Documentation to the CRC

If your organization believes the enclosed Payment Summary Form to be incomplete, inaccurate or that your organization is not responsible for repaying Medicare or the benefits have been exhausted, please mail all applicable documentation and/or correspondence to the CRC at the address below by the above-referenced response due date.

Please provide the Beneficiary Name, Medicare ID, and the CRC Recovery ID number when corresponding or submitting documentation to the CRC.

Upon receipt of your organizations documentation, the CRC will review the information submitted and notify your organization of the determination, in writing, within 30 days from the date your documentation was received.

If the requested documentation is not received by the above-referenced response due date, a formal CRC Medicare Demand letter will be issued.

If your organization believes the Payment Summary Form is accurate and the benefits have not been exhausted or payments were not previously paid to another entity, you do not need to do anything at this time. A formal CRC Medicare Demand letter will be issued.

CRC Medicare Demand Letter

A formal CRC Medicare Demand letter will be issued and include the amount of the debt, how it arose, Medicare's priority right of recovery, how Medicare is to be repaid, the due date for repayment, your appeal rights, when interest will begin accruing, and the potential for referring any unresolved debt to Treasury, if applicable.

The CRC has copied your organization's MSP Recovery Agent or other representative if one has been designated. If you have an MSP Recovery Agent, but their name is not shown as a "cc" at the end of this letter, please update your information as soon as possible to ensure that your organization's MSP Recovery Agent receives correspondence in the future.

If you have any questions concerning this matter, please contact the CRC Call Center at 1-855-798-2627 (TTY/TDD: 1-855-797-2627 for hearing/speech impaired), in writing at the address below, or by fax to 844-315-7627. When sending correspondence, please include the Beneficiary Name, Medicare ID, CRC Recovery ID Number (shown above), and a page of this letter.





7 of 27 R-622

622 5 MB 2,204

***AUTOMIXED ADC 720 R:622 T:10 P:10 PC:27 F:2393702

STATE OF WA DEPT OF LABOR AND INDUSTRIES

PO BOX 44286

OLYMPIA, WA 98504-4286

Medicare ID:

Date of Incident: July 19, 2007

CRC Recovery ID Number: 32118 30000 07585

Insurer Policy Number: 91536401

Insurer Claim Number: AF38968

Section-111 No-Fault Policy Limit Reported: Not Applicable

Response Due Date: February 25, 2024

Subject: Conditional Payment Notice

THIS IS NOT A BILL. DO NOT SEND PAYMENT AT THIS TIME.

Dear STATE OF WA DEPT OF LABOR AND INDUSTRIES:

The Commercial Repayment Center (CRC) is writing to advise you that Medicare has identified a claim or number of claims for which you have the primary payment responsibility and Medicare has made primary payment. This notice is being issued to you to ensure Medicare has the most accurate information as the recovery amount due to Medicare is established.

The statutory Medicare Secondary Payer (MSP) provisions found in (42 U.S.C. 1395y(b)(2)) precludes Medicare from paying for a beneficiary's medical expenses when "payment has been made or can reasonably be expected to be made", under a Workers' Compensation law or plan of the United States, under an automobile insurance policy or plan, including a self-insured plan or under no-fault insurance. Medicare must recover these payments from the entity responsible for primary payment.

As of the date of this letter, the CRC has determined that Medicare has paid *at least* \$49,410.25

Commercial Repayment Center - NGHP • P.O. BOX 1610 • Lathrop, CA 95330

SGLOCNORM

Page 1 of 9

Go paperless: <https://www.cob.cms.hhs.gov/Section111/>



422024019000096380



in conditional payments related to the above-referenced matter. The Payment Summary Form listing the claims that comprise this total is enclosed. Please be advised that the conditional payment amount listed above may increase if Medicare pays for additional items and/or services related to the above-referenced matter subsequent to the date of this letter.

Dispute

If your organization believes the enclosed Payment Summary Form to be incomplete, inaccurate, or that your organization is not responsible for repaying Medicare for these payments, for reasons other than the benefits were exhausted, please provide written documentation to support your dispute by the above-referenced response due date.

Please include a description of the illness/injury with your response.

The option to submit a dispute before the CRC issues the CRC Medicare Demand letter will **NOT** affect your appeal rights which will be explained in the CRC Medicare Demand letter once it is issued.

Please refer to the Submitting Documentation to the CRC section below regarding where to submit your information.

Benefits Exhausted

If payments have been previously made by your organization or benefits under your policy have been previously exhausted, please complete the **CRC Benefits Exhausted Detail Document** in its entirety and forward it with your organization's payment ledger. Your payment ledger must include the following information for each claim/claim line:

- Date of service
- Billed amount
- Amount paid
- Date processed or date payment was made
- Payee name

If payment was made to the Centers for Medicare and Medicaid Services (CMS), a Medicare Administrative Contractor (MAC) or the Department of Treasury, please provide the CRC with a photocopy of the front and back of the cancelled check.

Please provide the above-requested benefits exhausted documentation to the CRC by the above-referenced response due date.

Please refer to the Submitting Documentation to the CRC section below regarding where to



submit your information.

Submitting Documentation to the CRC

If your organization believes the enclosed Payment Summary Form to be incomplete, inaccurate or that your organization is not responsible for repaying Medicare or the benefits have been exhausted, please mail all applicable documentation and/or correspondence to the CRC at the address below by the above-referenced response due date.

Please provide the Beneficiary Name, Medicare ID, and the CRC Recovery ID number when corresponding or submitting documentation to the CRC.

Upon receipt of your organizations documentation, the CRC will review the information submitted and notify your organization of the determination, in writing, within 30 days from the date your documentation was received.

If the requested documentation is not received by the above-referenced response due date, a formal CRC Medicare Demand letter will be issued.

If your organization believes the Payment Summary Form is accurate and the benefits have not been exhausted or payments were not previously paid to another entity, you do not need to do anything at this time. A formal CRC Medicare Demand letter will be issued.

CRC Medicare Demand Letter

A formal CRC Medicare Demand letter will be issued and include the amount of the debt, how it arose, Medicare's priority right of recovery, how Medicare is to be repaid, the due date for repayment, your appeal rights, when interest will begin accruing, and the potential for referring any unresolved debt to Treasury, if applicable.

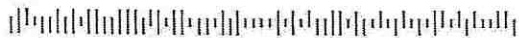
The CRC has copied your organization's MSP Recovery Agent or other representative if one has been designated. If you have an MSP Recovery Agent, but their name is not shown as a "cc" at the end of this letter, please update your information as soon as possible to ensure that your organization's MSP Recovery Agent receives correspondence in the future.

If you have any questions concerning this matter, please contact the CRC Call Center at 1-855-798-2627 (TTY/TDD: 1-855-797-2627 for hearing/speech impaired), in writing at the address below, or by fax to 844-315-7627. When sending correspondence, please include the Beneficiary Name, Medicare ID, CRC Recovery ID Number (shown above), and a page of this letter.





12 of 27 R:622



OLYMPIA, WA 98504-4286

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

472024019000096380



conditional payments related to the above-referenced matter. The Payment Summary Form listing the claims that comprise this total is enclosed. Please be advised that the conditional payment amount listed above may increase if Medicare pays for additional items and/or services related to the above-referenced matter subsequent to the date of this letter.

Dispute

If your organization believes the enclosed Payment Summary Form to be incomplete, inaccurate, or that your organization is not responsible for repaying Medicare for these payments, for reasons other than the benefits were exhausted, please provide written documentation to support your dispute by the above-referenced response due date.

Please include a description of the illness/injury with your response.

The option to submit a dispute before the CRC issues the CRC Medicare Demand letter will **NOT** affect your appeal rights which will be explained in the CRC Medicare Demand letter once it is issued.

Please refer to the Submitting Documentation to the CRC section below regarding where to submit your information.

Benefits Exhausted

If payments have been previously made by your organization or benefits under your policy have been previously exhausted, please complete the **CRC Benefits Exhausted Detail Document** in its entirety and forward it with your organization's payment ledger. Your payment ledger must include the following information for each claim/claim line:

- Date of service
- Billed amount
- Amount paid
- Date processed or date payment was made
- Payee name

If payment was made to the Centers for Medicare and Medicaid Services (CMS), a Medicare Administrative Contractor (MAC) or the Department of Treasury, please provide the CRC with a photocopy of the front and back of the cancelled check.

Please provide the above-requested benefits exhausted documentation to the CRC by the above-referenced response due date.

Please refer to the Submitting Documentation to the CRC section below regarding where to



submit your information.

Submitting Documentation to the CRC

If your organization believes the enclosed Payment Summary Form to be incomplete, inaccurate or that your organization is not responsible for repaying Medicare or the benefits have been exhausted, please mail all applicable documentation and/or correspondence to the CRC at the address below by the above-referenced response due date.

Please provide the Beneficiary Name, Medicare ID, and the CRC Recovery ID number when corresponding or submitting documentation to the CRC.

Upon receipt of your organizations documentation, the CRC will review the information submitted and notify your organization of the determination, in writing, within 30 days from the date your documentation was received.

If the requested documentation is not received by the above-referenced response due date, a formal CRC Medicare Demand letter will be issued.

If your organization believes the Payment Summary Form is accurate and the benefits have not been exhausted or payments were not previously paid to another entity, you do not need to do anything at this time. A formal CRC Medicare Demand letter will be issued.

CRC Medicare Demand Letter

A formal CRC Medicare Demand letter will be issued and include the amount of the debt, how it arose, Medicare's priority right of recovery, how Medicare is to be repaid, the due date for repayment, your appeal rights, when interest will begin accruing, and the potential for referring any unresolved debt to Treasury, if applicable.

The CRC has copied your organization's MSP Recovery Agent or other representative if one has been designated. If you have an MSP Recovery Agent, but their name is not shown as a "cc" at the end of this letter, please update your information as soon as possible to ensure that your organization's MSP Recovery Agent receives correspondence in the future.

If you have any questions concerning this matter, please contact the CRC Call Center at 1-855-798-2627 (TTY/TDD: 1-855-797-2627 for hearing/speech impaired), in writing at the address below, or by fax to 844-315-7627. When sending correspondence, please include the Beneficiary Name, Medicare ID, CRC Recovery ID Number (shown above), and a page of this letter.



January 26, 2024

18 of 27 R-622



622 5 MB 2.204

XXX**AUTOMIXED ADC 720 R:622 T:10 P:10 PC:27 F:2393702 XXX

STATE OF WA DEPT OF LABOR AND INDUSTRIES

PO BOX 44286

OLYMPIA, WA 98504-4286

Beneficiary Name:

Medicare ID:

Date of Incident: May 08, 2020

CRC Recovery ID Number: 32209 80000 10602

Insurer Policy Number: 31612500

Insurer Claim Number: BG66758

Demand Amount: \$119.51

Response Due Date for Payment: March 25, 2024

Response Due Date for an Appeal Request: May 30, 2024

Subject: Medicare's Demand Amount

Dear STATE OF WA DEPT OF LABOR AND INDUSTRIES:

Medicare's records indicate that your organization is the responsible primary payer for services Medicare paid conditionally as a result of an illness/injury which occurred May 08, 2020.

Pursuant to the Medicare Secondary Payer (MSP) provisions of the Social Security Act, liability insurance (including self-insurance), no-fault insurance, and workers' compensation coverage are primary to Medicare (Section 1862(b)(2) of the Act, 42 U.S.C. 1395y(b)(2)). We have researched our records and identified the items and services related to the beneficiary's insurance/workers' compensation case, for which Medicare has made payment. Medicare made conditional payments in the amount of \$119.51. The Payment Summary Form is enclosed for your reference.

Dispute Response - If your organization submitted a dispute in response to the Conditional Payment Notice (CPN) or Conditional Payment Letter (CPL), the enclosed Payment Summary

Commercial Repayment Center - NGHP • P.O. BOX 1610 • Lathrop, CA 95330

SGLODMORM

Page 1 of 5

Did you know you can upload case documentation through the Medicare Secondary Payer Recovery Portal located at <https://www.cob.cms.hhs.gov/MSPRP> (beneficiaries can access the portal thru [medicare.gov](https://www.medicare.gov)).



4D2024019000096380



Form will identify the claims that were disputed and the outcome for each claim/claim line.

Payment - Please provide a check or money order made payable to Medicare in the amount of \$119.51 or submit your payment through the Medicare Secondary Payer Recovery Portal (MSPRP) at <https://www.cob.cms.hhs.gov/MSPRP>. If the amount payable under your coverage as primary payer is less than the demand amount, please provide documentation that explains the lesser payment along with the check or money order. The amount requested in this letter may not include payments received prior to the date of this demand letter. Please deduct any previous payments made to Medicare for this debt.

Submit payment and your organization's payment ledger or similar document on your organization's letterhead, identifying the claims the payment represents by the above-referenced due date for payment to the CRC address listed below.

Right to Appeal - If your organization believes the amount or existence of the debt is in error, an appeal may be filed. To file an appeal, send a letter explaining why the amount or existence of the debt is incorrect, including supporting documentation, if applicable. Medicare will continue collection efforts unless and until an appeal is requested. Medicare will suspend any recovery action while an appeal is pending; however, interest will continue to accrue on any outstanding balance from the date of this letter.

Your organization has 120 days from receipt of this letter to file an appeal. We must assume that your organization received this letter within 5 days of the date of the letter unless your organization provides proof to the contrary. This means the appeal must be filed no later than the above-referenced response due date for an appeal request.

If we issue a decision that is not favorable to your organization and your organization would like to appeal our decision, our letter will provide information on the next steps to request an appeal at the next level.

If you are the agent acting on behalf of the above-referenced entity, you must provide a Letter of Authority in order to file an appeal. If you have already provided this documentation, you are not required to submit it again. Please note, that appeals filed without a proper Letter of Authority will be dismissed.

Interest - Interest will accrue on any unpaid portion of this debt from the date of this letter. Interest will begin to be assessed if this debt is not fully resolved within 60 days of the date of this letter at an annual rate of 12.375% and is payable for each full 30 day period the debt remains unresolved. By law, all payments are applied to interest first, principal second. For provisions specific to interest on MSP debts, see 42 C.F.R. 411.24(m).



Referral to Treasury - The provisions of the Debt Collection Improvement Act of 1996 (DCIA) applies to all Medicare debts. The failure to respond as requested, within 60 days of the date of this letter, may result in the initiation of additional recovery procedures without further notice. The DCIS requires Federal Agencies to refer debts to the Department of Treasury or its designated debt collection center for recovery actions, which can include, collection by offset against tax refunds owed to your organization or other entities. DCIA also allows Medicare to refer delinquent debtors to the Department of Justice for legal action.

The CRC has copied your organization's MSP Recovery Agent or other representative if one has been designated. If you have an MSP Recovery Agent, but their name is not shown as a "cc" at the end of this letter, please update your information as soon as possible to ensure that your organization's MSP Recovery Agent receives correspondence in the future.

If you have any questions concerning this matter, please contact the CRC Call Center at 1-855-798-2627 (TTY/TDD: 1-855-797-2627 for hearing/speech impaired), in writing at the address below, or by fax to 844-315-7627. When sending correspondence, please include the Beneficiary Name, Medicare ID, CRC Recovery ID Number (shown above), and a page of this letter.

Sincerely,

CRC Case Analyst

CC: JAMES P FOSS

Enclosure: Payment Summary Form





CITY OF SEASIDE STAFF REPORT

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Mary Gutierrez, Fire Chief

DATE: September 5, 2024

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE CLOSURE OF
YOSEMITE STREET, BETWEEN BROADWAY AVENUE AND
MENDOCINO STREET, ON OCTOBER 5, 2024 FOR SEASIDE FIRE
DEPARTMENT'S ANNUAL COMMUNITY PUBLIC EDUCATION
OPEN HOUSE**

RECOMMENDATION

Adopt a resolution approving closure of Yosemite Street, between Broadway Avenue and Mendocino Street on October 5, 2024, from 7:00 a.m. - 4:00 p.m. for the Fire Department's annual public education open house.

BACKGROUND

Each year, the Seaside Fire Department hosts a community open house, offering residents an opportunity to interact with firefighters, learn about fire prevention, and witness live fire safety and rescue demonstrations. Attendees also get to explore various firefighting apparatus and equipment. Such educational events are common across the United States, organized by cities and fire departments to promote public safety.

This year, Fire Prevention Week is scheduled for October 6-12, with the National Fire Protection Association (NFPA) highlighting the theme: "Smoke Alarms: Make Them Work for You!™" The campaign aims to underscore the critical importance of having functional smoke alarms in every home.

To facilitate the event, we need to close a section of Yosemite Street between Broadway Avenue and Mendocino Street. This closure will allow space for fire apparatus displays and educational tables from various community vendors. We will notify affected

residents several weeks in advance with a letter informing them of the upcoming street closure.

A resolution for the street closure and a proclamation will be included in the City Council's agenda for September 5, 2024.

FISCAL IMPACT

Fiscal Impact is approximately \$6,000.00

ATTACHMENTS

1. Resolution (Road Closure) Fire Open House 2024
2. Road Closure Letter Notification 2024
3. 2024 Fire Prevention Week Proclamation

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING THE CLOSURE OF YOSEMITE STREET, BETWEEN BROADWAY AVENUE AND MENDOCINO STREET FOR THE SEASIDE FIRE DEPARTMENT OPEN HOUSE ON OCTOBER 5, 2024.

WHEREAS, the closing of Yosemite Street between Broadway Avenue and Mendocino Street is necessary for the Seaside Fire Department's annual Open House on Saturday, October 5, 2024; and

WHEREAS, it is necessary to close Yosemite Street, between Broadway Avenue and Mendocino Street to insure the safety of the public using this portion of road during the course of the 9-hour period (7:00 AM – 4:00 PM).

NOW, THEREFORE BE IT RESOVED, that the City Council of the City of Seaside does hereby approve the closure of Yosemite Street between Broadway Avenue and Mendocino Street to ensure the safety of the public using this portion of roadway during this Fire Department event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 5th day of September 2024, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk

**FIRE DEPARTMENT**

1635 Broadway Avenue
Seaside, CA 93955

Telephone (831) 899-6790
FAX (831) 899-6261

August 6, 2024

Dear Residents,

The Seaside Fire Department is again seeking your support with the closing of Yosemite Street, between Broadway Avenue and Mendocino Street, for our Annual Open House. This section of Yosemite will be closed from 7:00 AM to 4:00 PM on Saturday, October 5, 2024.

This year's event will include live demonstrations, numerous displays, informational booths, activities for kids, as well as other various forms of fun, educational information regarding fire safety.

It was your cooperation in years past that made the Fire Department Open House such a success. If you have any questions, comments or concerns please feel free reach out.

We'd like to thank you in advance for your cooperation and assistance in this experience, and hope that you and your families will join us this day.

Sincerely,

Mary Gutierrez,
Fire Chief, City of Seaside
(831) 899-6786

City of Seaside PROCLAMATION



FIRE PREVENTION WEEK October 6-12, 2024

WHEREAS, the City of Seaside is committed to ensuring the safety and security of all those living in and visiting our state; and

WHEREAS, home fires killed more than 2,700 people in the United States in 2022, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 360,000 home fires; and

WHEREAS, roughly three out of five fire deaths happen in homes with either no smoke alarms or with no working smoke alarms; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires almost in half; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, City of Seaside residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, City of Seaside residents will make sure their smoke alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, City of Seaside residents should test smoke alarms at least once a month; and

WHEREAS, City of Seaside residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, this year's Fire Prevention Week theme, 'Smoke Alarms: Make Them Work for You,' reminds us of the importance of having working smoke alarms in the home."

THEREFORE, BE IT PROCLAIMED, that I, The Honorable Ian N. Oglesby, Mayor of the City of Seaside, on behalf of the City Council, do hereby proclaim, the week of October 6-12, 2024, as **Fire Prevention Week** and I urge all the people of City of Seaside to make sure their homes have working smoke alarms and to support the Seaside Fire Department Open House scheduled for October 5, 2024.

Ian N. Oglesby, Mayor
September 5, 2024



CITY OF SEASIDE STAFF REPORT

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director
Kirstin van Gend, Administrative Analyst II

DATE: September 5, 2024

SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MONTEREY BAY ENGINEERS IN THE AMOUNT OF \$8,220.00 FOR DEVELOPMENT REVIEW SERVICES FOR SEASIDE RESORTS TO BE REIMBURSED BY THE DEVELOPERS

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with Monterey Bay Engineers in the amount of \$8,220.00 for development review services for Seaside Resorts.

BACKGROUND

In February 2022, the City entered into a Professional Services Agreement with Monterey Bay Engineers (MBE), Inc. for the review of Seaside Resorts, Timeshare Parcels, Golf Course, Hotel, and Enclave Materials. The level of effort necessary to review the plans exceeded the current resources of the Engineering Division. A professional services agreement with Monterey Bay Engineers (Consultant) was executed in the amount of \$24,000.00 to provide plan check services. The Consultant is currently on the City's pre-qualified on-call list for city surveyor services.

All actual costs to review plans, check maps, and related services under this contract are reimbursed by the Developers who are Shea Homes, for the residential component of the Seaside Resort Estates Development project, and the Grand Hyatt Hotel. Due to the length of the contract and the phases of the residential reviews for the Enclave, Monterey Bay Engineer completed many hours of document review, including reviewing many versions of documents as they underwent the finalization process. The

consultant's work exceeded the contract amount of \$24,000.00 as they completed the most recent services including review of Final Maps, legal descriptions and easements with recommendations to the City to accept for recordation. The services provided by MBE exceed the contract amount by \$8,220.00, and while this amount will be reimbursed by the Developers, an Amendment to the contract is required per public contract code.

FISCAL IMPACT

An amendment to the agreement with Monterey Bay Engineers will have no fiscal impact to the General Fund. The City's adopted fee schedule requires the Developer to pay actual costs for engineering review for commercial and multi-family developments greater than 1 acre in size. The City is further entitled to recover the actual costs associated with inspection of such public improvements. Expenses associated with the Professional Services Agreement with the Consultant will be charged to deposit accounts #601-2312 and #601-2197 where funds are provided by the Developer.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement
3. Amendment 2

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH MONTEREY BAY ENGINEERS IN THE AMOUNT OF
\$8,220.00 FOR DEVELOPMENT REVIEW SERVICES FOR SEASIDE RESORTS TO
BE REIMBURSED BY THE DEVELOPER**

WHEREAS, the City entered into a Professional Services Agreement with Monterey Bay Engineers (MBE), Inc. in February 2022 for review of Seaside Resorts, Timeshare Parcels, Golf Course, Hotel, and Enclave Materials; and

WHEREAS, the contract was approved for an amount not to exceed \$24,000; and

WHEREAS, all actual costs to review plans, check maps, and related services under this contract are reimbursed by the Developers who are Shea Homes, for the residential component of the Seaside Resort Estates Development project, and the Grand Hyatt Hotel; and

WHEREAS, an additional \$8,220.00 is needed on the contract amount to cover the documents review services.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute an amendment to a Professional Services Agreement with Monterey Bay Engineers in the amount of \$8,220.00 for Development Review Services for Seaside Resorts to be Reimbursed by the Developer.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 5th day of September, 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

PROFESSIONAL SERVICES AGREEMENT SEASIDE RESORT DEVELOPMENT - EASEMENT AND MAP REVIEW

This agreement is made by and between the City of Seaside (City), and Monterey Bay Engineers, Inc.(Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide land surveying services 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 A, attached hereto, not to exceed Twenty-Four Thousand Dollars (\$24,000).
- 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 22, 2022 and terminate June 30, 2023.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. Indemnity: Except for loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, caused by the negligence of the City, its Council, boards, commissions, officers and employees, Consultant shall indemnify, and hold harmless the City, its Council, boards and commissions, officers, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees, arising out of the actual negligent performance of the Consultant, in the performance of professional services provided to the City based on a comparative basis of fault. Nothing contained in the indemnity provisions shall be construed to require Consultant to indemnify the City, against any responsibility or liability in contravention of Civil Code 2782.

Professional Services Agreement
Easement and Map Review – Seaside Resort

- I. Insurance: \$1,000,000 professional liability insurance naming the City as an additional insured.
- J. Project Management. The City Engineer will represent the City for all purposes under this Agreement. Nisha A. Patel, City Engineer, is designated as the Project Manager for the City. The Project Manager will be Consultant's point of contact with respect to performance, progress and execution of the Services. The City may designate an alternate Project Manager from time to time.
- K. 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.
- L. 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, Steve Wilson shall perform the services described in this Agreement.
 - b. Steve Wilson 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 Steve Wilson 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.
- M. 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.
- N. Miscellaneous:

Professional Services Agreement
Easement and Map Review – Seaside Resort

- 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.
- g. Consultant shall provide the City with a \$2,000,000/\$4,000,000 general liability certificate of insurance naming City as an additional insured, and automobile and workers' compensation coverage if applicable.

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

Approved:

Dated: FEBRUARY 22, 2022

Consultant: 

By: Steve Wilson PLS 5207

Title: Principal

Address: 607 Charles Ave, Suite B
Seaside, CA 93955

Dated: 8/10/2022, 2022

City of Seaside:



F6BB10FA7A53499...

By: Jaime M. Fontes

Title: City Manager



Monterey Bay Engineers, Inc.

Civil Engineering • Land Surveying

Steve C. Wilson, RCE 25,136 / PLS 5,207
Brian M. Wilson, PLS 7,771
Benjamin C. Wilson, RCE 72,928

607 Charles Ave. Suite B, Seaside, Ca 93955
Phone (831) 899-7899 Fax (831) 899-7879
Email : mbayengr@mbay.net

February 15, 2022

Ms. Nisha Patel, City Engineer
City of Seaside, Public Works Dept.
440 Harcourt Avenue
Seaside, CA 93955

Re: On-Call Land Surveying Services
Review of Seaside Resorts, Timeshare Parcels, Golf Course, Hotel, and Enclave Materials

Dear Nisha:

We have received draft copies of the proposed easement documents for Coe Avenue, and for a new public road that is currently being reviewed by the Army. The document associated with the Army review does not contain any legal descriptions. It is understood that this agreement will apply to future tasks that are not known at this time. We are proposing to provide checking services focused on Land Surveying and Mapping issues.

We have been providing City Surveyor services for the processing of Easement Documents, Parcel Maps, and Final Maps within and surrounding the Black Horse Golf Course. We are very familiar with the land records and surveys completed in this vicinity.

We are proposing that a budget of \$24,000 be allocated for this agreement to include the scope of work associated with the two draft documents we have received, along with other tasks that will be required in the future. We will invoice the city upon completion of these various tasks at the hourly rates contained in our agreement for consulting services. Should the scope of work be expanded to require additional budgeting funds, we will notify the city in advance of exceeding the agreed budget. The professional fees for these services will be determined by the hours expended.

We look forward to this opportunity to be of service. Upon receipt of a purchase order, the city's standard agreement, or a signed authorization to proceed, we will commence work.

Sincerely yours,

Steve C. Wilson
Monterey Bay Engineers, Inc.

Read and Accepted,

City of Seaside Public Works Dept.

RESOLUTION NO. 22-09

A RESOLUTION OF THE CITY OF SEASIDE CITY COUNCIL

APPROVING AN ON-CALL LIST FOR CITY SURVEYOR SERVICES

WHEREAS, The State of California Subdivision Map Act requires that all survey maps, final maps for land division and any associated document be prepared or reviewed and approved by a Licensed Land Surveyor; and

WHEREAS, the City of Seaside does not have a Licensed Land Surveyor on staff; and

WHEREAS, on November 4, 2021, staff issued a Request for Qualifications (RFQ) to solicit proposals from eligible firms to provide on-call City Surveyor services; and

WHEREAS, on December 2, 2021, proposals were received from seven firms offering professional services; and

WHEREAS, a selection panel reviewed and identified five top firms shown in Exhibit 'A', attached, based upon qualifications.

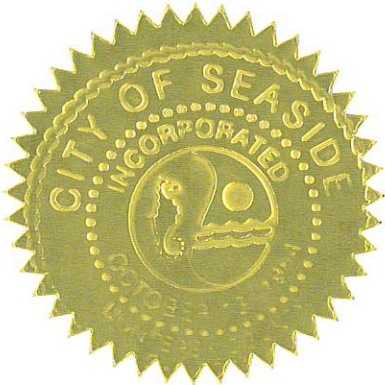
NOW THEREFORE, BE IT RESOLVED, that the City of Seaside City Council approve the firms listed in Exhibit 'A' to provide City Surveyor services on an as needed basis; and

BE IT FURTHER RESOLVED, approval to provide City Surveyor services is for a period of three (3) years and may be extended at the City Manager's recommendation

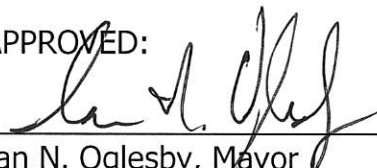
for two (2) one year extensions through January 20, 2027. Agreements will have a defined scope, schedule and fee arrangements that will be negotiated on a project by project basis.

PASSED AND ADOPTED at a regular meeting of the Seaside City Council held on the 20th of January, 2022, by the following vote:

AYES:	5	COUNCIL MEMBERS	Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard
NOES:	0	COUNCIL MEMBERS	None
ABSENT:	0	COUNCIL MEMBERS	None
ABSTAIN:	0	COUNCIL MEMBERS	None

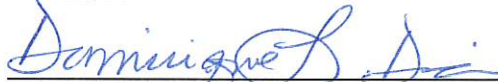


APPROVED:



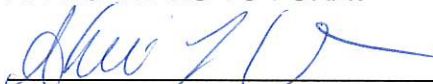
Ian N. Oglesby, Mayor

ATTEST:



Dominique L. Davis, City Clerk

APPROVED AS TO FORM:



Sheri L. Damon, City Attorney

EXHIBIT A

On-Call List for City Surveyor Services January 20, 2022 City of Seaside

BKF Engineers
307 Main Street, Suite 120
Salinas, CA 93901
831.205.5880

Monterey Bay Engineers, Inc.
607 Charles Avenue, Suite B
Seaside, CA 93955
831.899.7899

Polaris Land Surveying, Inc.
PO. Box 1378
Carmel Valley, CA 93924
831.659.9564

Wallace Group
201 John Street, Suite H
Salinas, CA 93901
831.772.5260

Whitson Engineers, Inc.
6 Harris Court
Monterey, CA 93940
831.649.5225

**CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside**

Date: May 12, 2023

Change Requested by: X City Consultant**Contract Date****Project Name**February 22, 2022

Seaside Resort Development – Easement and Map Review

To (Consultant): Monterey Bay Engineers, Inc., 607 Charles Ave., Ste B, Seaside, CA 93955

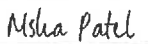
You are directed to make the following changes to the Contract Documents or amend the following described work not included in the contract documents for this project.

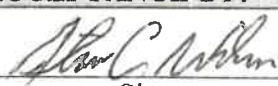
The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in Paragraph “F. Term.”

The term of this agreement shall commence on February 22, 2022 and terminate **June 30, 2024**.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$24,000.00	\$0.00	\$0.00	\$24,000.00
Original Contract Time	Original Completion Date	Months to Add (Including This Amendment)	Revised Completion Date
16 Months	June 30, 2023	12	June 30, 2024

SUBMITTED BY:		
DocuSigned by:  Nisha Patel Signature	Nisha Patel PW Director / City Engineer Name and Title	5/12/2023 Date
CITY APPROVAL BY:		
 Signature	Jaime M. Fontes City Manager Name and Title	5/10/23 Date

CONSULTANT ACCEPTANCE BY:		
 Signature	Steve Wilson, PLS 5207 Principal Name and Title	MAY 30, 2023 Date

CONTRACT AMENDMENT #2
PROFESSIONAL SERVICES
City of Seaside

Date: August 19, 2024

Change Requested by: X City Consultant

Contract Date

Project Name

February 22, 2022

Seaside Resort Development – Easement and Map Review

To (Consultant): Monterey Bay Engineers, Inc., 607 Charles Ave., Ste B, Seaside, CA 93955

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.

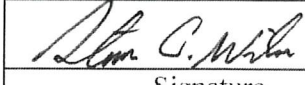
The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in **Paragraph “C. Compensation”**

The City shall pay consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit A, attached hereto, not to exceed **THIRTY-TWO THOUSAND TWO HUNDRED TWENTY Dollars (\$32,220.00)**.

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$24,000.00	\$0.00	\$8,220.00	\$32,220.00
Original Contract Time	Original Completion Date	Months to Add (Including This Amendment)	Revised Completion Date
16 Months	June 30, 2023	12	June 30, 2024

SUBMITTED BY:		
	Dan Meewis Recreation Director	
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Craig Malin Interim City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Steve Wilson, PLS 5207 Principal	<u>AUG. 19, 2024</u>
Signature	Name and Title	Date



CITY OF SEASIDE STAFF REPORT

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: September 5, 2024

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING A MAINTENANCE AND
RIGHT OF ENTRY AGREEMENT WITH AMERICAN LEGION FOR
STORMWATER CONTROL AT 1000 PLAYA AVENUE**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute a maintenance and right of entry agreement with American Legion Post 591.

BACKGROUND

The property, with APN 011-524-004 and more commonly known as 1000 Playa Avenue, is owned by Seaside American Legion Post 591. To satisfy the requirements of the City's storm water permit, the project was required to develop a Storm Water Control Plan (SWCP), construct storm water improvements and enter into a Maintenance and Right of Entry Agreement (MROE) with the City for ongoing maintenance of the storm water improvements.

A Storm Water Control Plan for the American Legion and its concomitant sections, including the MROE, was finally reviewed and approved by the City's engineering consultants on August 22, 2024. As certified by the project engineer and verified by City Engineering staff, the project has constructed structural storm water control measures (SCMs) consistent with its SWCP.

To insure ongoing maintenance of SCMs, the property owner is required to enter into an MROE to be recorded at the Monterey County Records Office. The SWCP Attachment 6 includes the Operations and Maintenance measures for the storm drainage system. The MROE includes a site specific operation and maintenance plan and requires that an inspection by a qualified professional be conducted by September

30th of each year and the associated certificate be submitted to the City. Staff recommends adopting a Resolution authorizing the City Manager to execute the Maintenance and Right of Entry Agreement with the American Legion.

FISCAL IMPACT

There is no fiscal impact associated with entering into the Maintenance and Right of Entry Agreement.

ATTACHMENTS

1. American Legion Storm Water Control Plan
 2. American Legion Resolution
 3. ROE Agreement w-Exh B
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager



STORMWATER CONTROL PLAN
AMERICAN LEGION

OWNER: AMERICAN LEGION

PREPARED BY: C3 ENGINEERING
126 BONIFACIO PLACE, SUITE C
MONTEREY, CA 93940
(831) 647-1192
02-19-2024

Table of Contents

I. PROJECT DATA	4
II. SETTING	4
II.A. Project Location and Description	4
II.B. Existing Site Features and Conditions	5
II.C. Opportunities and Constraints for Stormwater Control	5
III. LOW IMPACT DEVELOPMENT DESIGN STRATEGIES	5
III.A. Optimization of Site Layout	5
III.A.1. Limitation of development envelope	5
III.A.2. Preservation of natural drainage features	6
III.A.3. Setbacks from creeks, wetlands, and riparian habitats	6
III.A.4. Minimization of imperviousness	6
III.A.5. Use of drainage as a design element	6
III.B. Use of Permeable Pavements	6
III.C. Dispersal of Runoff to Pervious Areas	6
III.D. Stormwater Control Measures	6
IV. DOCUMENTATION OF DRAINAGE DESIGN	7
IV.A. Drainage Management Areas	7
IV.B. Tabulation and Sizing Calculations	7
IV.B.1. Information Summary for LID Facility Design	7
IV.B.2. Self-Treating Areas	7
IV.B.3. Self-Retaining Areas	8
IV.B.4. Areas Draining to Self-Retaining Areas	8
IV.B.5. Performance Requirement #1	8
IV.B.6. Performance Requirement #2	8
IV.B.7. Performance Requirement #3 Runoff Retention Calculations	9
IV.B.8. Performance Requirement #4 Peak Flow Management	10
V. SOURCE CONTROL MEASURES	10
V.A. Site activities and potential sources of pollutants	10
V.B. Source Control Table	10

V.C.	Features, Materials, and Methods of Construction of Source Control BMPs	15
VI.	STORMWATER FACILITY MAINTENANCE	15
VI.A.	Ownership and Responsibility for Maintenance in Perpetuity	15
VI.B.	Summary of Maintenance Requirements for Each Stormwater Facility	15
VII.	CONSTRUCTION CHECKLIST	16
VIII.	CERTIFICATIONS	16

Attachments

- Attachment 1 Existing Conditions
- Attachment 2 Proposed Conditions
- Attachment 3 Stormwater Control Plan Exhibit
- Attachment 4 Stormwater Control Measures Sizing Calculations
- Attachment 5 Geotechnical Investigation
- Attachment 6 O & M Plan
- Attachment 7 Filter Specifications

I. Project Data

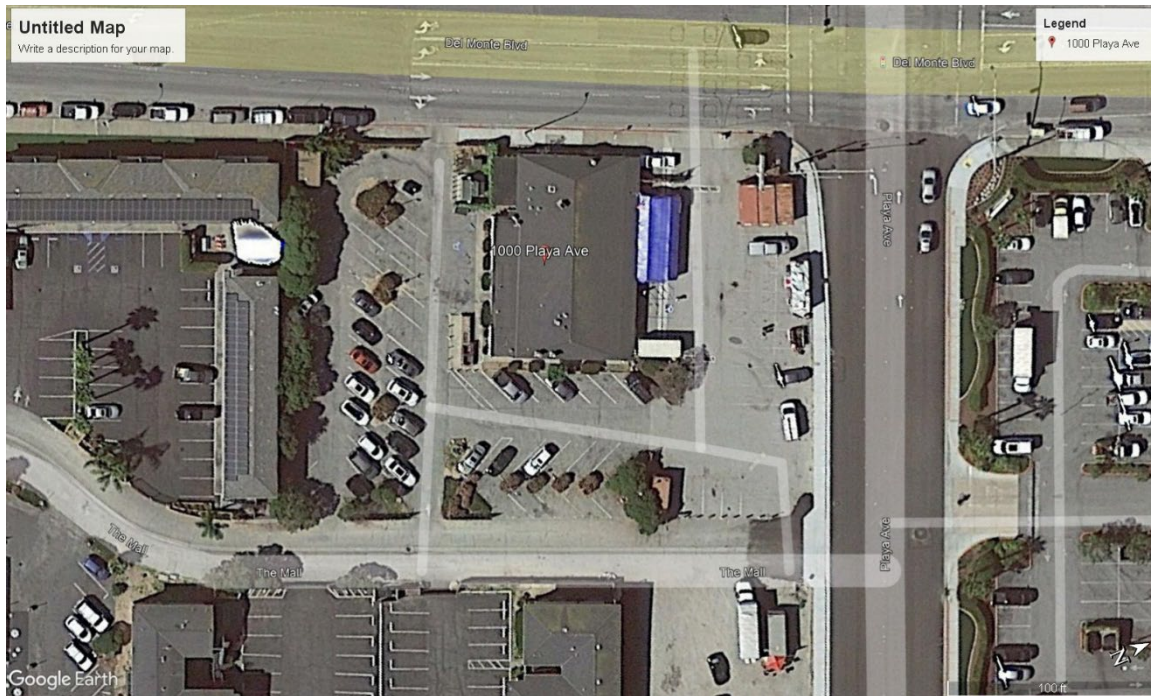
Table 1. Project Data

Project Name/Number	121135 – American Legion
Project Location	1000 Playa Avenue, Seaside, CA APN: 011-524-004
Project Phase No.	This project will be constructed in concurrence with the adjacent America's Tire Project. The project's themselves are two separate projects/permits however. A SWPPP is in progress for the combined sites.
Project Type and Description	Construction of a 2700sf single story building.
Total Area (entire parcel)	0.366 AC (15,947 sqft)
Total Project Site Area (disturbed)	0.366 AC (15,947 sqft)
Total New Impervious Surface Area	766 sqft
Total Replaced Impervious Surface Area	12,137 sqft
Total Pre-Project Impervious Surface Area	12,614 sqft
Total Post-Project Impervious Surface Area	12,903 sqft)
Net Impervious Area	12,903 sqft
Watershed Management Zone(s)	1
Design Storm Frequency and Depth	Design Storm = 95th percentile 95th percentile 24-hour depth = 1.20 in
Urban Sustainability Area	NA (not within USA)

II. Setting

II.A. Project Location and Description

The subject property is located at 1000 Playa Avenue in Seaside, CA. The west side of the property fronts Del Monte Blvd and the East side front The Mall (alley). The property has two proposed developments, America's tire and American Legion. They will be permitted and constructed separately.



Vicinity Map Source: USGS via Google Earth.

II.B. Existing Site Features and Conditions

The site is currently developed. There is a single-story structure (American Legion) and is mostly paved with the exception of several small landscape islands. According to the Natural Resources Conservation Services Soil Survey of Monterey County, the site's soil is Baywood Sand, Hydrologic Soil Group A. The site is relatively flat but drains to the west. There are two catch basins on the west side of the north and south parking areas that catch all the site runoff which is routed to the public system in Del Monte. See Attachment 1 for Existing Conditions.

II.C. Opportunities and Constraints for Stormwater Control

Constraints:

- The project is considered part of a larger development. Although it doesn't meet the criteria, it will be design to achieve Tier 4 compliance to provide a higher level of mitigation.

Opportunities:

- Being that the site was previously developed existing infrastructure (existing storm drain stubs) is available for use as overflow.
- Moderately permeable soils allow for infiltration..

III. Low Impact Development Design Strategies

III.A. Optimization of Site Layout

III.A.1. Limitation of development envelope

The Project Area (footprint) is limited to the minimum required for construction of the proposed buildings and associated site work.

See Attachment 2 for the Proposed Conditions.

III.A.2. Preservation of natural drainage features

There are no natural drainage features within the project area.

See Attachment 2 for the Proposed Conditions.

III.A.3. Setbacks from creeks, wetlands, and riparian habitats

There are no creeks, wetland or riparian habitats on or near the property.

See Attachment 1 for the Existing Conditions.

III.A.4. Minimization of imperviousness

The Project Area (footprint) is limited to the minimum required for construction of the proposed buildings and associated site work. In addition, the patio area will have a pervious treatment as opposed to concrete.

III.A.5. Use of drainage as a design element

Drainage is collected in various structures and piped to a an underground stormwater retention system. Where possible, impervious areas are drained to landscape areas prior to the proposed storm drain system. Existing storm drain stubs will be used as overflows to the public system

See Attachment 3 for the proposed drainage facilities.

III.B. Use of Permeable Pavements

Permeable pavements are not recommended nor proposed for this site, due to the relatively tight turning movements.

See Attachment 2 for the Proposed Conditions

III.C. Dispersal of Runoff to Pervious Areas

Where possible, impervious areas are drained to landscape areas prior to the proposed storm drain system. The east patio and the sidewalks drain to landscape.

See Attachment 3 for the proposed drainage facilities.

III.D. Stormwater Control Measures

All site runoff will be routed through a media filter capable of treating for hydrocarbons, suspended solids and have full trash capture capability. In addition, all site runoff will be routed to underground infiltration chambers which promote infiltration and will provide enough volume to retain the 95th percentile storm. Additional volume will be provided to help manage peak flows

See Attachment 3 for the proposed drainage facilities.

IV. Documentation of Drainage Design

IV.A. Drainage Management Areas

Table IV.A.1 Drainage Management Areas				
Name	DMA Type	Area	Surface Type	Connection
1	Drains to SCM	8389	Impervious	SCM 1B & SCM2
		410	Pervious	
2	Drains to SCM	4638	Impervious	SCM 1A & SCM2
		2510	Pervious	

DMA 1 consists of the driveway, parking lot, sidewalk and roof over the entry. All runoff will be routed overland to SCM1A then to SCM 2. DMA 2 consists of the main roof, rear and side yards. All roof runoff tributary to DMA 2 will be routed to SCM1B via underground piping. All patio runoff will flow overland directly into SCM1B. SCM 1A and SCM1B are media filter capable of treating for hydrocarbons, suspended solids and have full trash capture capability. The filter will be designed to mitigate Tier 2 water quality flows. After treatment, the site runoff will be directed to SCM 2. SCM 2, will retain a 95th percentile rain event. In addition, SCM 2 will provide additional volume to mitigate peak flows.

IV.B. Tabulation and Sizing Calculations

IV.B.1. Information Summary for LID Facility Design

Total Project Area (Square Feet)	15947 sqft
Design Storm Depth	95 th percentile - 1.2"
Applicable Requirements	Tier 1, 2, 3 and 4

IV.B.2. Self-Treating Areas

A self-treating area is a portion of a Regulated Project in which infiltration, evapotranspiration and other natural processes remove pollutants from stormwater. The self-treating areas may include conserved natural open areas and areas planted with native, drought-tolerant, or LID appropriate vegetation. A self-treating area only treats the rain falling on itself and does not receive stormwater runoff from other areas. (CCRWQCB Resolution No. R3-2013-0032, Attachment C.)

The landscaped areas that do not drain to the proposed stormwater control measure, but rather drain directly off site are considered self-treating and no additional stormwater management is required for self-treating areas. (CCRWQCB Resolution No. R3-2013-0032, Attachment 1, Section B.4.d.iv.1.). No allowances have been made for self-treating areas. All SCMs have been design to mitigate the entire site.

IV.B.3. Self-Retaining Areas

None

IV.B.4. Areas Draining to Self-Retaining Areas

None

IV.B.5. Performance Requirement #1

In order to meet Performance Requirement No. 1, according to Resolution No. R3-2013-0032, the following design strategies must be implemented:

- i) Limit disturbance of creeks and natural drainage features
- ii) Minimize compaction of highly permeable soils
- iii) Limit clearing and grading of native vegetation at the site to the minimum area needed to build the project, allow access, and provide fire protection
- iv) Minimize impervious surfaces by concentrating improvements on the least-sensitive portions of the site, while leaving the remaining land in a natural undisturbed state
- v) Minimize stormwater runoff by implementing one or more of the following site design measures:
 - (1) Direct roof runoff into cisterns or rain barrels for reuse
 - (2) Direct roof runoff onto vegetated areas safely away from building foundations and footings, consistent with California building code
 - (3) Direct runoff from sidewalks, walkways, and/or patios onto vegetated areas safely away from building foundations and footings, consistent with California building code
 - (4) Direct runoff from driveways and/or uncovered parking lots onto vegetated areas safely away from building foundations and footings, consistent with California building code
 - (5) Construct bike lanes, driveways, uncovered parking lots, sidewalks, walkways, and patios with permeable surfaces

See Resolution No. R3-2013-0032 section B-2

Items i and ii do not apply to the site as there are no creeks, drainage features or highly permeable soils present on site.

Item iii is achieved inherently as clearing and grading have been limited to the minimum area required to build the project.

Item iv is also achieved as the improvements are concentrated out of the sensitive area of the site (see SWCP section III.A.1)

Item v is achieved by routing the easterly concrete slab runoff into vegetated areas. (see SWCP section III.C and III.D)

IV.B.6. Performance Requirement #2

In order to meet Performance Requirement No. 2, according to Resolution No. R3-2013-0032, stormwater runoff must be treated as required in the Water Quality Treatment

Performance Requirements in Section B.3.b. to reduce pollutant loads and concentrations using physical, biological, and or chemical removal.

Performance Requirement No. 2 has been achieved in accordance with R3-2013-0032 section B-3-b-iii (Non-retention Based Systems) by means of a media filter.

In order to meet the Hydraulic Sizing Criteria for Non-Retention Based Treatment Systems whose primary mode of action depends on flow capacity shall be sized to treat the system shall be designed to treat The flow of runoff produced by a rain event equal to at least two times the 85th percentile hourly rainfall intensity for the applicable area, based on historical records of hourly rainfall depths.

85th percentile Qp = 0.04 cfs

2 x 85th percentile Qp = 0.08 cfs

The Triton Top Hat Drop Inlet filter (TR14-CART (12)) has the capacity to treat 1.05 cfs. (see Attachment 7)

Performance requirement #2 is met.

See Resolution No. R3-2013-0032 section B-3

IV.B.7. Performance Requirement #3 Runoff Retention Calculations

The runoff retention performance requirement is to prevent offsite discharge from events up to the 95th percentile 24-hour rainfall event (as determined from local rainfall data). Compliance must be achieved via storage, rainwater harvesting, infiltration, and/or evapotranspiration.

For this project compliance will be achieved by using underground infiltration chambers which will provide enough volume to prevent the off-site discharge of the 95th percentile storm runoff.

The storm drain system and the SCM were modeled using HydrCAD Stormwater modeling software. The model includes the underground infiltration chambers and accounts for both volume and infiltration. Infiltration data was provided by the geotechnical engineer. The factored result was 5.35 in/hr. In the model a factor of 0.5 was applied to give a 2x factor of safety. The chambers are modeled with two outlets. One being infiltration at the bottom of the chambers. The other being an overflow pipe set at the top of the chambers. Local rainfall data from NOAA Atlas 14 was used to model the system. The HydroCAD results show that all the runoff from the 95th percentile storm is infiltrated and there is no discharge through the primary over flow. The number of chambers required is much lower than shown. Additional chambers have been added to manage peak flows.

SCM	Type	# of Chambers	Volume per Chamber	Total Volume Provided
#2	Direct Infiltration (underground chambers)	4	97.8 FT ³	391 FT ³

IV.B.8. Performance Requirement #4 Peak Flow Management

Performance requirement #4 requires that post-development peak flows, discharged from the site, shall not exceed pre-project peak flows for the 2- through 10-year storm events. 4 ADS SC-740 chambers provide enough volume to manage peak flows. Pre and post-construction were modeled and the results are as follows:

	95th		2 Year		5 Year		10 Year		100 Year	
	Pre-Con	Post-Con	Pre-Con	Post-Con	Pre-Con	Post-Con	Pre-Con	Post-Con	Pre-Con	Post-Con
Peak Flow	0.10 cfs	0.0 cfs	0.18 cfs	0.08 cfs	0.27 cfs	0.26 cfs	0.34 cfs	0.32 cfs	0.60 cfs	0.58 cfs
Runoff Volume	703 cf	0 cf	1324 cf	376 cf	1960 cf	1015 cf	2505 cf	1580 cf	4547 cf	3836 cf
Tc	15min	15min	15 min	15 min	15 min	15 min	15 min	15 min	15 min	15 min

See HydroCAD calcs

V. Source Control Measures

V.A. Site activities and potential sources of pollutants

Site elements and activities with the potential to pollute storm water runoff are provided in Table 9, below.

V.B. Source Control Table

Potential Sources of Runoff Pollutants	Structural/Permanent Control Details	BMPs
On-site storm drain inlets (unauthorized non-stormwater discharges and accidental spills or leaks)	☒ Mark all inlets with the words "No dumping! Flows to Bay" or similar ☐ ☐	☒ Maintain and periodically repaint or replace inlet markings. ☒ Provide stormwater pollution prevention information to new site owners, lessees, or operators. ☒ See applicable operational BMPs in Fact Sheet SC-44, "Drainage System Maintenance," in the CASQA Stormwater Quality Handbooks at www.cabmphandbooks.com

Potential Sources of Runoff Pollutants	Structural/Permanent Control Details	BMPs
	☐	☒ Include the following in lease agreements: "Tenant shall not allow anyone to discharge anything to storm drains or to store or deposit materials so as to create a potential discharge to storm drains."
Interior floor drains	☒ State that interior floor drains will be plumbed to sanitary sewer.	☒ Inspect and maintain drains to prevent blockages and overflow.
Need for future indoor & structural pest control	☒ Note building design features that discourage entry of pests.	☒ Provide Integrated Pest Management information to owners, lessees, and operators.
Landscape/ Outdoor Pesticide Use/Building and Grounds Maintenance	☒ State that final landscape plans will accomplish all of the following. ☒ Preserve existing native trees, shrubs, and ground cover to the maximum extent possible. ☒ Design landscaping to minimize irrigation and runoff, to promote surface infiltration where appropriate, and to minimize the use of fertilizers and pesticides that can contribute to stormwater pollution. ☒ Where landscaped areas are used to retain or detain stormwater, specify plants that are tolerant of saturated soil conditions. ☒ Consider using pest-resistant plants, especially adjacent to hardscape. ☒ To insure successful establishment, select plants appropriate to site soils, slopes, climate, sun, wind, rain, land use, air movement, ecological consistency, and plant	☒ Maintain landscaping using minimum or no pesticides. ☒ See applicable operational BMPs in Fact Sheet SC-41, "Building and Grounds Maintenance," in the CASQA Stormwater Quality Handbooks at www.cabmphandbooks.com ☒ Provide IPM information to new owners, lessees and operators. ☐ ☐

Potential Sources of Runoff Pollutants	Structural/Permanent Control Details	BMPs
Refuse areas	☒ State how site refuse will be handled and provide supporting detail to what is shown on plans. ☒ State that signs will be posted on or near dumpsters with the words "Do not dump hazardous materials here" or similar.	☒ Provide adequate number of receptacles. Inspect receptacles regularly; repair or replace leaky receptacles. Keep receptacles covered. Prohibit/prevent dumping of liquid or hazardous wastes. Post "no hazardous materials" signs. Inspect and pick up litter daily and clean up spills immediately. Keep spill control materials available on-site. ☐
Outdoor storage of equipment or materials. (See rows J and K for source control measures for vehicle cleaning, repair, and maintenance.)	☒ Include a detailed description of materials to be stored, storage areas, and structural features to prevent pollutants from entering storm drains. ☒ Where appropriate, reference documentation of compliance with the requirements of programs for: Hazardous Waste Generation, Hazardous Materials Release Response and Inventory California Accidental Release (CalARP), Aboveground Storage Tank, Uniform Fire Code Article 80 Section 103(b) & (c) 1991, Underground Storage Tank	☒ See the Fact Sheets SC-31, "Outdoor Liquid Container Storage" and SC-33, "Outdoor Storage of Raw Materials " in the CASQA Stormwater Quality Handbooks at www.cabmphandbooks.com ☐
Vehicle and Equipment Cleaning	☒ If a car wash area is not provided, describe measures taken to discourage on-site car washing and explain how these will be enforced. ☐ ☐	☒ Describe operational measures to implement the following (if applicable): ☒ Washwater from vehicle and equipment washing operations shall not be discharged to the storm drain system.

Potential Sources of Runoff Pollutants	Structural/Permanent Control Details	BMPs
	☐ ☐ ☐ ☐	☒ Car dealerships and similar may rinse cars with water only. ☒ See Fact Sheet SC-21, "Vehicle and Equipment Cleaning," in the CASQA Stormwater Quality Handbooks at www.cabmphandbooks.com
Vehicle/Equipment Repair and Maintenance	☒ State that no vehicle repair or maintenance will be done outdoors, or else describe the required features of the outdoor work area. ☒ State that there are no floor drains or if there are floor drains, note the agency from which an industrial waste discharge permit will be obtained and that the design meets that agency's requirements. ☒ State that there are no tanks, containers or sinks to be used for parts cleaning or rinsing or, if there are, note the agency from which an industrial waste discharge permit will be obtained and that the design meets that agency's requirements. ☐	☒ In the Stormwater Control Plan, note that all of the following restrictions apply to use the site: ☒ No person shall dispose of, nor permit the disposal, directly or indirectly of vehicle fluids, hazardous materials, or rinsewater from parts cleaning into storm drains. ☒ No vehicle fluid removal shall be performed outside a building, nor on asphalt or ground surfaces, whether inside or outside a building, except in such a manner as to ensure that any spilled fluid will be in an area of secondary containment. Leaking vehicle fluids shall be contained or drained from the vehicle immediately. ☒ No person shall leave unattended drip parts or other open containers containing vehicle fluid, unless such containers are in use or in an area of secondary containment.
Loading Docks	☐	☒ Move loaded and unloaded items indoors as soon as possible.

Potential Sources of Runoff Pollutants	Structural/Permanent Control Details	BMPs
Plazas, sidewalks, and parking lots.	☐	☒ Sweep plazas, sidewalks, and parking lots regularly to prevent accumulation of litter and debris. Collect debris from pressure washing to prevent entry into the storm drain system. Collect washwater containing any cleaning agent or degreaser and discharge to the sanitary sewer not to a storm drain.

V. C. Features, Materials, and Methods of Construction of Source Control BMPs
(see Construction Documents)

VI. **Stormwater Facility Maintenance**

VI.A. Ownership and Responsibility for Maintenance in Perpetuity

Prior to the issuance of final Certificate of Occupancy, the owner will submit for review and approval to the city, a maintenance agreement that will include a statement accepting responsibility for operation and maintenance of facilities until that responsibility is formally transferred to another entity. This maintenance agreement will be filed with the Monterey County Recorder.

VI.B. Summary of Maintenance Requirements for Each Stormwater Facility

Maintenance: At a minimum the following activities must occur to properly maintain stormwater facilities:

ISOLATOR ROW INSPECTION

Regular inspection and maintenance are essential to assure a properly functioning stormwater system. Inspection is easily accomplished through the manhole or optional inspection ports of an Isolator Row. Please follow local and OSHA rules for a confined space entry. Inspection ports can allow inspection to be accomplished completely from the surface without the need for a confined space entry. Inspection ports provide visual access to the system with the use of a flashlight. A stadia rod may be inserted to determine the depth of sediment. If upon visual inspection it is found that sediment has accumulated to an average depth exceeding 3" (76 mm), cleanout is required. A StormTech Isolator Row should initially be inspected immediately after completion of the site's construction. While every effort should be made to prevent sediment from entering the system during construction, it is during this time that excess amounts of sediments are most likely to enter any stormwater system. Inspection and maintenance, if necessary, should be performed prior to passing responsibility over to the site's owner. Once in normal service, a StormTech Isolator Row should be inspected bi-annually until an understanding of the sites characteristics is developed. The site's maintenance manager can then revise the inspection schedule based on experience or local requirements.

ISOLATOR ROW MAINTENANCE

JetVac maintenance is recommended if sediment has been collected to an average depth of 3" (76 mm) inside the Isolator Row. More frequent maintenance may be required to maintain minimum flow rates through the Isolator Row. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row while scouring and suspending sediments. As the nozzle is retrieved, a wave of suspended sediments is flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/ JetVac combination vehicles. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45" (1143 mm) are best. The JetVac process shall only be performed on StormTech Rows that have AASHTO class 1 woven geotextile over their foundation stone (ADS 315WTM or equal).

REM TRITON Filter Recommended Maintenance Procedures:

Maintenance and Inspections:

In order to ensure proper operation, REM (Revel Environmental Manufacturing, Inc.) recommends that REM Stormwater filters be serviced and maintained when debris and pollutant accumulations exceed no more than 80% of the filter's capacity. REM recommends that the filters are inspected and serviced at a minimum of three times (3X's) per seasonal cycle year. The frequency and length of duration between inspections and maintenance may fluctuate based on specific site conditions such as local weather conditions, site use, and pollutant type and loading volume.

Filter Media Replacement:

In order to ensure proper operation, REM recommends that the FOG Media, or other specified media (such as Activated Carbon, and/or Zeolite) be replaced when the outer surface of media is no more than 50% coated with contaminants. (The surface area of REM's standard FOG media is stark white in color. The media will blacken with encapsulated contaminants over time.) It is recommended that REM media packs and Bioflex be replaced a minimum of one time (1X) per seasonal cycle year. Sites with higher pollutant loading concentrations may require more frequent service and media replacement. Purchase replacement media packs from REM at (888) 526-4736 or sales@remfilters.com. Custom media configurations are available upon.

Disposal:

Captured pollutant debris and spent media must be disposed of in accordance with all Federal, State, and Local Laws and Regulations.

On-site Procedures for Triton Catch Basin Filter Inserts:

1. Secure area (proceed with traffic and pedestrian control plan).
2. Clean surface area immediately around each storm drain utilizing a stiff bristled push-broom, flat shovel or industrial vacuum.
3. Proceed with confined space procedures as necessary.
4. Remove grate or manhole cover and set aside.
5. Inspect perimeter filter flange gasket. Confirm media cartridge is secure in the filter basin.
6. Remove debris trapped in grate slot openings.
7. Utilize an industrial vacuum to remove debris from within filter basin.
8. Pressure wash media pack through the stainless steel cartridge. (Avoid discharge by utilizing an industrial vacuum to remove excess water while pressure washing).
9. Inspect media housed inside stainless steel cartridge. REM recommends replacing the filter media a minimum of once a year (see Filter Media Replacement above).
10. Place grate or manhole cover back on catch basin grate frame.
11. Secure dated service lock-out tag on grate lid.
12. Identify catch basin on site map for tracking and reporting.
13. Note observations, concerns or recommendation regarding specific filter on maintenance report.
14. Remove pedestrian and/or traffic control barricades.

VII. Construction Checklist

Stormwater Control Plan Page#	BMP Description	See Plan Sheet #s
8-10	SCM#1 & SCM#2	C2, C3 , C4 and C5

See project construction documents prepared by C3 Engineering INC.

VIII. Certifications

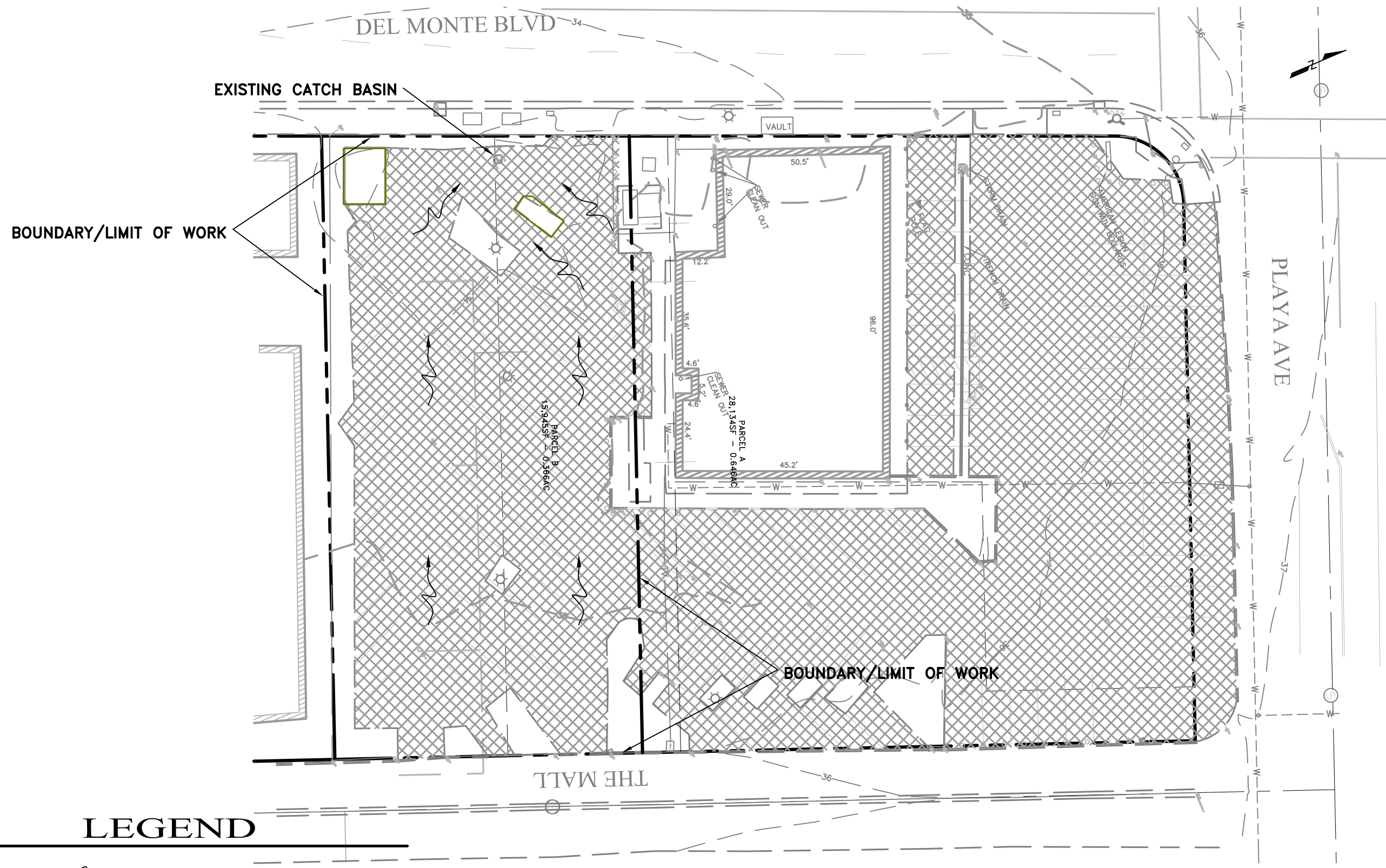
The stormwater control facilities described in the Stormwater Control Plan have been designed to meet the Site Design and Runoff Reduction, Water Quality Treatment, Runoff Retention and Peak Management measures in accordance with Central Coast Regional Water Quality Control Board Resolution No. R3-2013-0032, Attachment 1, Post-Construction Stormwater Management Requirements for Developed Projects in the Central Coast Region.



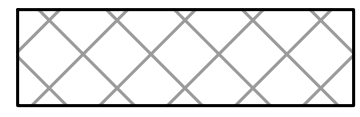
02-19-2024

Frank Campo, C3 Civil Engineering Inc, P.E. 61390

Date



LEGEND



EXISTING AC PAVEMENT
(EXISTING IMPERVIOUS AREA
TO BE REMOVED 12,500± SF)

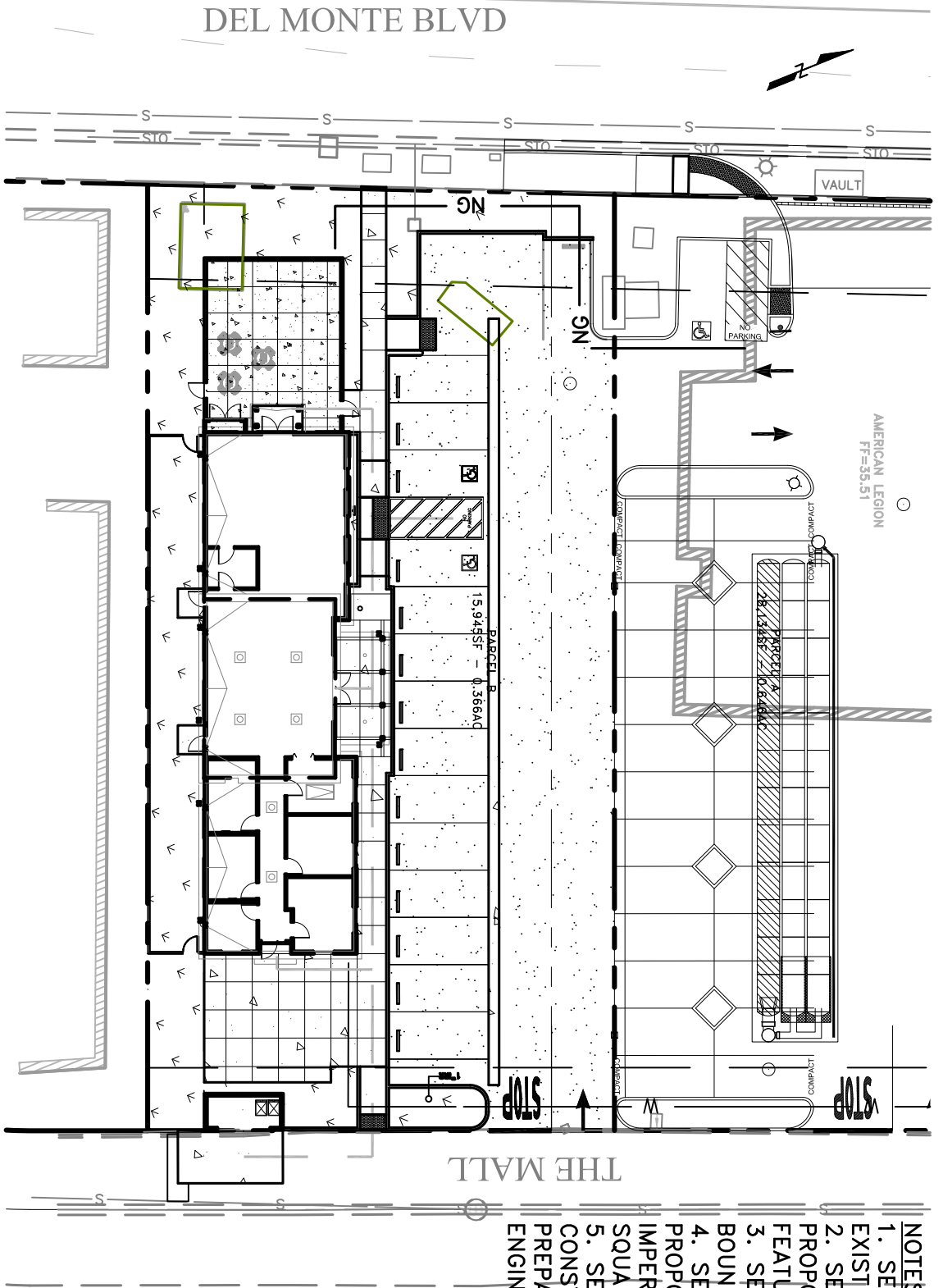


EXISTING DRAINAGE FLOW

ATTACHMENT 1 EXISTING CONDITIONS AMERICAN LEGION - 1000 PLAYA AVE	SCALE:	AS NOTED
	DATE:	02-19-24
	DRAWN BY:	CADD
	CHECKED BY:	FJC
	PROJECT NO:	121135



126 Bonifacio Plaza, Suite C, Monterey, CA 93940
Phone: (831) 647-1192 Fax (831) 647-1194
mailto:AOC3Engineering.net



- NOTES:**
1. SEE ATTACHMENT 1 FOR EXISTING DRAINAGE FEATURES
 2. SEE ATTACHMENT 3 FOR PROPOSED DRAINAGE FEATURES
 3. SEE ATTACHMENT 1 FOR BOUNDARY/LIMIT OF WORK
 4. SEE ATTACHMENT 3 FOR PROPOSED PROPOSED IMPERVIOUS AREA AND SQUARE FOOTAGE.
 5. SEE APPROVED CONSTRUCTION DOCUMENTS PREPARED BY C3 ENGINEERING, INC.

ATTACHMENT 2

PROPOSED CONDITIONS

AMERICAN LEGION – 1000 PLAYA AVE



126 Bonifacio Place, Suite C, Monterey, CA 93940
 Phone: (831) 647-1192 Fax (831) 647-1194
 mail@C3Engineering.net

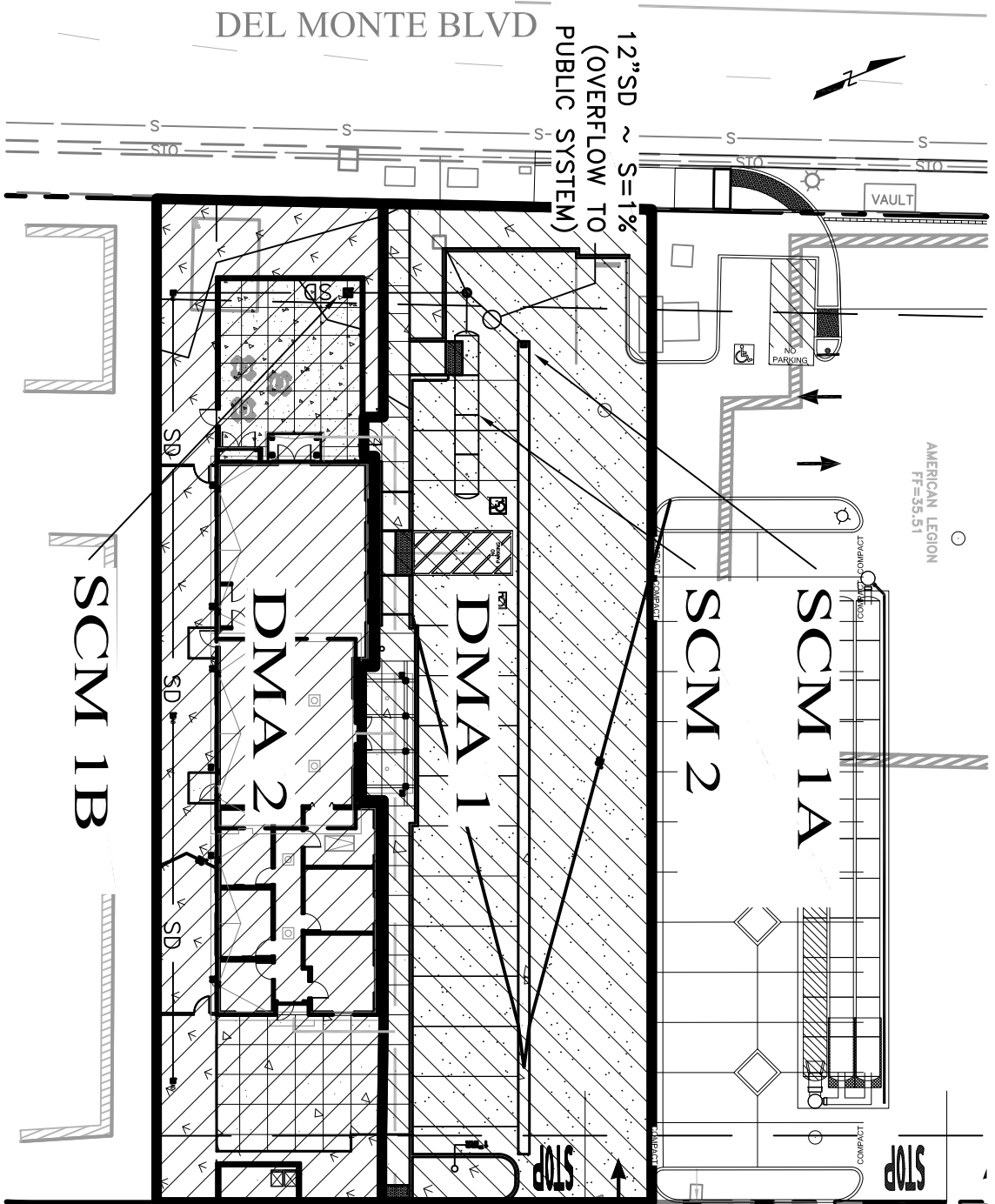
SCALE: 1"=30'

DATE: 05-25-2023

DRAWN BY: ECH

CHECKED BY: FJC

PROJECT NO: 121135



DMA 1
8389 SF IMPERVIOUS
410 SF PERVIOUS
8799 SF TOTAL

DMA 2
4,638 SF IMPERVIOUS
2,510 SF PERVIOUS
7,148 SF TOTAL

SCM 1A
MEDIA FILTER IN CATCH BASIN
(TIER 2 MITIGATION)

SCM 1B
MEDIA FILTER IN CATCH BASIN
(TIER 2 MITIGATION)

SCM 2
UNDERGROUND INFILTRATION
(TIER 3 AND 4 MITIGATION)

NOTES:

1. SEE ATTACHMENT 1 FOR BOUNDARY/LIMIT OF WORK
2. SEE ATTACHMENT 1 FOR PORTION OF SITE EXTENDING TO PLAYA (NOT INCLUDED IN THE AMERICAN LEGION PROJECT)

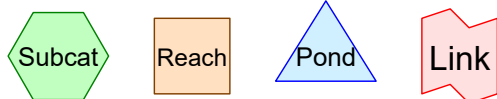
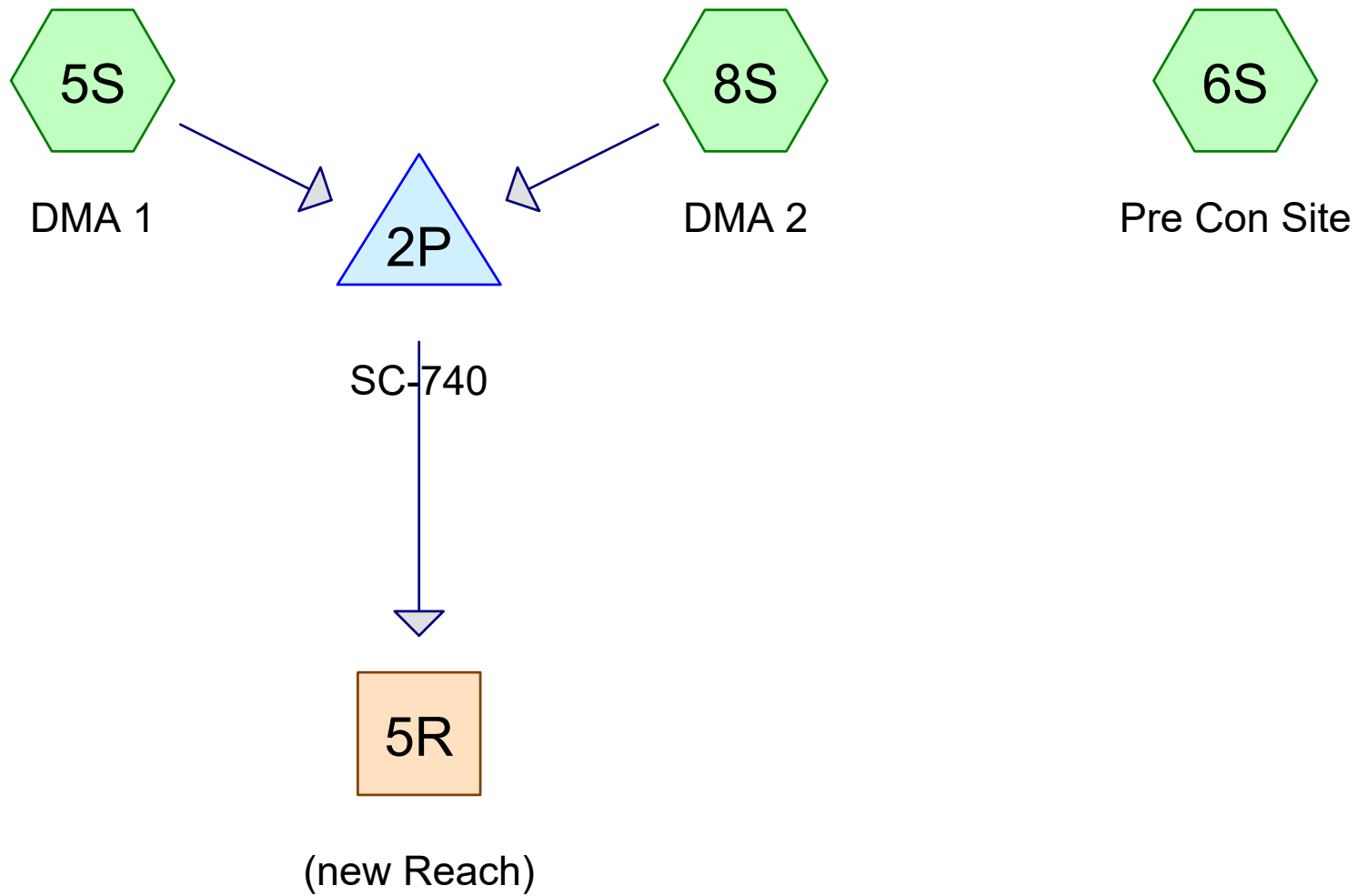
ATTACHMENT 3

STORMWATER CONTROL PLAN
AMERICAN LEGION – 1000 PLAYA AVE



126 Bonifacio Place, Suite C, Monterey, CA 93940
Phone: (831) 647-1192 Fax (831) 647-1194
mail@OC3Engineering.net

SCALE:	1"=30'
DATE:	05-25-2023
DRAWN BY:	ECH
CHECKED BY:	FJC
PROJECT NO:	121135



Routing Diagram for 121135 Stormtech
Prepared by C3 Engineering INC, Printed 10/14/2021
HydroCAD® 10.00-22 s/n 07597 © 2018 HydroCAD Software Solutions LLC

Summary for Subcatchment 5S: DMA 1

Runoff = 0.05 cfs @ 12.23 hrs, Volume= 381 cf, Depth= 0.52"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs
CA 24-hr 5 0-85th Rainfall=0.80"

Area (sf)	CN	Description
8,389	98	Paved parking, HSG A
410	68	<50% Grass cover, Poor, HSG A
8,799	97	Weighted Average
410		4.66% Pervious Area
8,389		95.34% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					Direct Entry,

Summary for Subcatchment 8S: DMA 2

Runoff = 0.01 cfs @ 12.27 hrs, Volume= 75 cf, Depth= 0.13"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs
CA 24-hr 5 0-85th Rainfall=0.80"

Area (sf)	CN	Description
4,638	98	Paved parking, HSG A
2,510	68	<50% Grass cover, Poor, HSG A
7,148	87	Weighted Average
2,510		35.11% Pervious Area
4,638		64.89% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					Direct Entry,

Summary for Subcatchment 5S: DMA 1

Runoff = 0.09 cfs @ 12.23 hrs, Volume= 656 cf, Depth= 0.89"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs
CA 24-hr 5 0-95th Rainfall=1.20"

Area (sf)	CN	Description
8,389	98	Paved parking, HSG A
410	68	<50% Grass cover, Poor, HSG A
8,799	97	Weighted Average
410		4.66% Pervious Area
8,389		95.34% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					Direct Entry,

Summary for Subcatchment 8S: DMA 2

Runoff = 0.03 cfs @ 12.24 hrs, Volume= 202 cf, Depth= 0.34"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs
CA 24-hr 5 0-95th Rainfall=1.20"

Area (sf)	CN	Description
4,638	98	Paved parking, HSG A
2,510	68	<50% Grass cover, Poor, HSG A
7,148	87	Weighted Average
2,510		35.11% Pervious Area
4,638		64.89% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					Direct Entry,

Summary for Subcatchment 5S: DMA 1

Runoff = 0.14 cfs @ 12.22 hrs, Volume= 1,096 cf, Depth= 1.50"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs
CA 24-hr 5 2-yr Rainfall=1.82"

Area (sf)	CN	Description
8,389	98	Paved parking, HSG A
410	68	<50% Grass cover, Poor, HSG A
8,799	97	Weighted Average
410		4.66% Pervious Area
8,389		95.34% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					Direct Entry,

Summary for Subcatchment 8S: DMA 2

Runoff = 0.06 cfs @ 12.23 hrs, Volume= 457 cf, Depth= 0.77"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs
CA 24-hr 5 2-yr Rainfall=1.82"

Area (sf)	CN	Description
4,638	98	Paved parking, HSG A
2,510	68	<50% Grass cover, Poor, HSG A
7,148	87	Weighted Average
2,510		35.11% Pervious Area
4,638		64.89% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					Direct Entry,

Summary for Subcatchment 5S: DMA 1

Runoff = 0.20 cfs @ 12.22 hrs, Volume= 1,529 cf, Depth= 2.08"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs
CA 24-hr 5 5-yr Rainfall=2.42"

Area (sf)	CN	Description
8,389	98	Paved parking, HSG A
410	68	<50% Grass cover, Poor, HSG A
8,799	97	Weighted Average
410		4.66% Pervious Area
8,389		95.34% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					Direct Entry,

Summary for Subcatchment 8S: DMA 2

Runoff = 0.10 cfs @ 12.23 hrs, Volume= 741 cf, Depth= 1.24"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs
CA 24-hr 5 5-yr Rainfall=2.42"

Area (sf)	CN	Description
4,638	98	Paved parking, HSG A
2,510	68	<50% Grass cover, Poor, HSG A
7,148	87	Weighted Average
2,510		35.11% Pervious Area
4,638		64.89% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					Direct Entry,

Summary for Subcatchment 5S: DMA 1

Runoff = 0.24 cfs @ 12.22 hrs, Volume= 1,891 cf, Depth= 2.58"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs
CA 24-hr 5 10-yr Rainfall=2.92"

Area (sf)	CN	Description
8,389	98	Paved parking, HSG A
410	68	<50% Grass cover, Poor, HSG A
8,799	97	Weighted Average
410		4.66% Pervious Area
8,389		95.34% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					Direct Entry,

Summary for Subcatchment 8S: DMA 2

Runoff = 0.14 cfs @ 12.23 hrs, Volume= 994 cf, Depth= 1.67"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs
CA 24-hr 5 10-yr Rainfall=2.92"

Area (sf)	CN	Description
4,638	98	Paved parking, HSG A
2,510	68	<50% Grass cover, Poor, HSG A
7,148	87	Weighted Average
2,510		35.11% Pervious Area
4,638		64.89% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					Direct Entry,

Summary for Subcatchment 5S: DMA 1

Runoff = 0.35 cfs @ 12.22 hrs, Volume= 2,801 cf, Depth= 3.82"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs
CA 24-hr 5 50-yr Rainfall=4.17"

Area (sf)	CN	Description
8,389	98	Paved parking, HSG A
410	68	<50% Grass cover, Poor, HSG A
8,799	97	Weighted Average
410		4.66% Pervious Area
8,389		95.34% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					Direct Entry,

Summary for Subcatchment 8S: DMA 2

Runoff = 0.23 cfs @ 12.23 hrs, Volume= 1,664 cf, Depth= 2.79"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs
CA 24-hr 5 50-yr Rainfall=4.17"

Area (sf)	CN	Description
4,638	98	Paved parking, HSG A
2,510	68	<50% Grass cover, Poor, HSG A
7,148	87	Weighted Average
2,510		35.11% Pervious Area
4,638		64.89% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					Direct Entry,

Summary for Subcatchment 5S: DMA 1

Runoff = 0.40 cfs @ 12.22 hrs, Volume= 3,225 cf, Depth= 4.40"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs
CA 24-hr 5 100-yr Rainfall=4.75"

Area (sf)	CN	Description
8,389	98	Paved parking, HSG A
410	68	<50% Grass cover, Poor, HSG A
8,799	97	Weighted Average
410		4.66% Pervious Area
8,389		95.34% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					Direct Entry,

Summary for Subcatchment 8S: DMA 2

Runoff = 0.27 cfs @ 12.23 hrs, Volume= 1,985 cf, Depth= 3.33"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs
CA 24-hr 5 100-yr Rainfall=4.75"

Area (sf)	CN	Description
4,638	98	Paved parking, HSG A
2,510	68	<50% Grass cover, Poor, HSG A
7,148	87	Weighted Average
2,510		35.11% Pervious Area
4,638		64.89% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					Direct Entry,

Summary for Pond 2P: SC-740

Inflow Area = 15,954 sf, 81.70% Impervious, Inflow Depth = 0.34" for 0-85th event
 Inflow = 0.05 cfs @ 12.30 hrs, Volume= 456 cf
 Outflow = 0.01 cfs @ 11.90 hrs, Volume= 456 cf, Atten= 77%, Lag= 0.0 min
 Discarded = 0.01 cfs @ 11.90 hrs, Volume= 456 cf
 Primary = 0.00 cfs @ 0.00 hrs, Volume= 0 cf

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs / 2
 Peak Elev= 27.73' @ 13.32 hrs Surf.Area= 201 sf Storage= 73 cf

Plug-Flow detention time= 35.8 min calculated for 456 cf (100% of inflow)
 Center-of-Mass det. time= 35.5 min (926.3 - 890.7)

Volume	Invert	Avail.Storage	Storage Description
#1A	27.00'	207 cf	6.25'W x 32.10'L x 3.50'H Field A 702 cf Overall - 184 cf Embedded = 518 cf x 40.0% Voids
#2A	27.50'	184 cf	ADS_StormTech SC-740 +Cap x 4 Inside #1 Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap
		391 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices
#1	Discarded	27.00'	5.350 in/hr Exfiltration X 0.50 over Horizontal area
#2	Primary	30.00'	12.0" Vert. Orifice/Grate C= 0.600

Discarded OutFlow Max=0.01 cfs @ 11.90 hrs HW=27.04' (Free Discharge)
 ↑**1=Exfiltration** (Exfiltration Controls 0.01 cfs)

Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=27.00' (Free Discharge)
 ↑**2=Orifice/Grate** (Controls 0.00 cfs)

Pond 2P: SC-740 - Chamber Wizard Field A

Chamber Model = ADS_StormTechSC-740 +Cap (ADS StormTech® SC-740 with cap length)

Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf

Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap

4 Chambers/Row x 7.12' Long +0.81' Cap Length x 2 = 30.10' Row Length +12.0" End Stone x 2 = 32.10' Base Length

1 Rows x 51.0" Wide + 12.0" Side Stone x 2 = 6.25' Base Width

6.0" Base + 30.0" Chamber Height + 6.0" Cover = 3.50' Field Height

4 Chambers x 45.9 cf = 183.8 cf Chamber Storage

702.1 cf Field - 183.8 cf Chambers = 518.4 cf Stone x 40.0% Voids = 207.3 cf Stone Storage

Chamber Storage + Stone Storage = 391.1 cf = 0.009 af

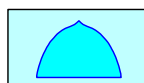
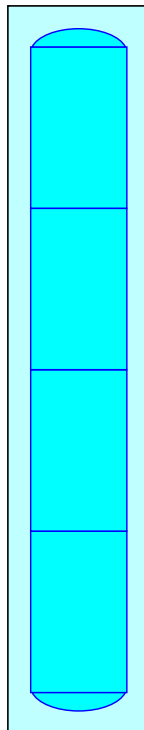
Overall Storage Efficiency = 55.7%

Overall System Size = 32.10' x 6.25' x 3.50'

4 Chambers

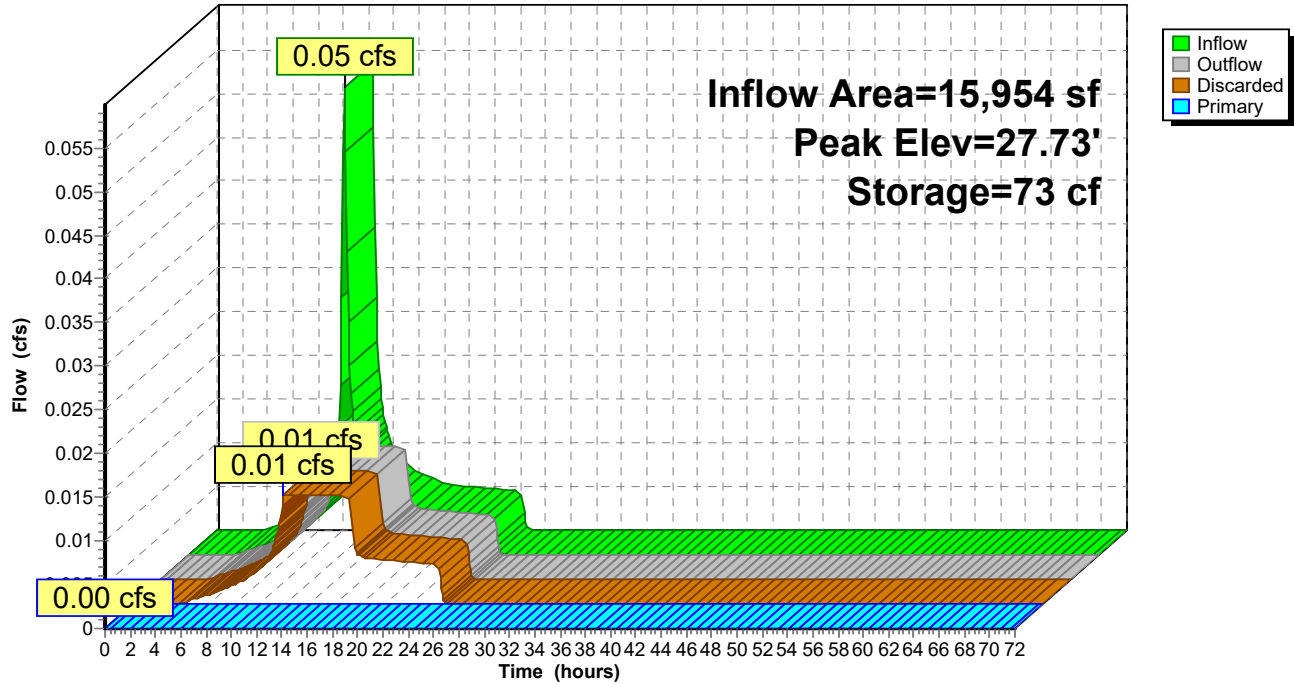
26.0 cy Field

19.2 cy Stone



Pond 2P: SC-740

Hydrograph



Summary for Pond 2P: SC-740

Inflow Area = 15,954 sf, 81.70% Impervious, Inflow Depth = 0.65" for 0-95th event
 Inflow = 0.10 cfs @ 12.30 hrs, Volume= 858 cf
 Outflow = 0.01 cfs @ 11.00 hrs, Volume= 858 cf, Atten= 88%, Lag= 0.0 min
 Discarded = 0.01 cfs @ 11.00 hrs, Volume= 858 cf
 Primary = 0.00 cfs @ 0.00 hrs, Volume= 0 cf

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs / 2
 Peak Elev= 28.98' @ 15.46 hrs Surf.Area= 201 sf Storage= 242 cf

Plug-Flow detention time= 190.2 min calculated for 857 cf (100% of inflow)
 Center-of-Mass det. time= 190.0 min (1,058.9 - 868.9)

Volume	Invert	Avail.Storage	Storage Description
#1A	27.00'	207 cf	6.25'W x 32.10'L x 3.50'H Field A 702 cf Overall - 184 cf Embedded = 518 cf x 40.0% Voids
#2A	27.50'	184 cf	ADS_StormTech SC-740 +Cap x 4 Inside #1 Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap
		391 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices
#1	Discarded	27.00'	5.350 in/hr Exfiltration X 0.50 over Horizontal area
#2	Primary	30.00'	12.0" Vert. Orifice/Grate C= 0.600

Discarded OutFlow Max=0.01 cfs @ 11.00 hrs HW=27.04' (Free Discharge)
 ↑**1=Exfiltration** (Exfiltration Controls 0.01 cfs)

Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=27.00' (Free Discharge)
 ↑**2=Orifice/Grate** (Controls 0.00 cfs)

Pond 2P: SC-740 - Chamber Wizard Field A**Chamber Model = ADS_StormTechSC-740 +Cap (ADS StormTech® SC-740 with cap length)**

Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf

Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap

4 Chambers/Row x 7.12' Long +0.81' Cap Length x 2 = 30.10' Row Length +12.0" End Stone x 2 = 32.10' Base Length

1 Rows x 51.0" Wide + 12.0" Side Stone x 2 = 6.25' Base Width

6.0" Base + 30.0" Chamber Height + 6.0" Cover = 3.50' Field Height

4 Chambers x 45.9 cf = 183.8 cf Chamber Storage

702.1 cf Field - 183.8 cf Chambers = 518.4 cf Stone x 40.0% Voids = 207.3 cf Stone Storage

Chamber Storage + Stone Storage = 391.1 cf = 0.009 af

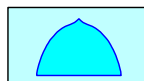
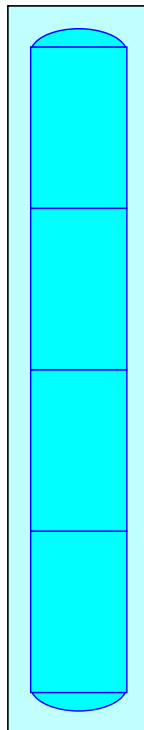
Overall Storage Efficiency = 55.7%

Overall System Size = 32.10' x 6.25' x 3.50'

4 Chambers

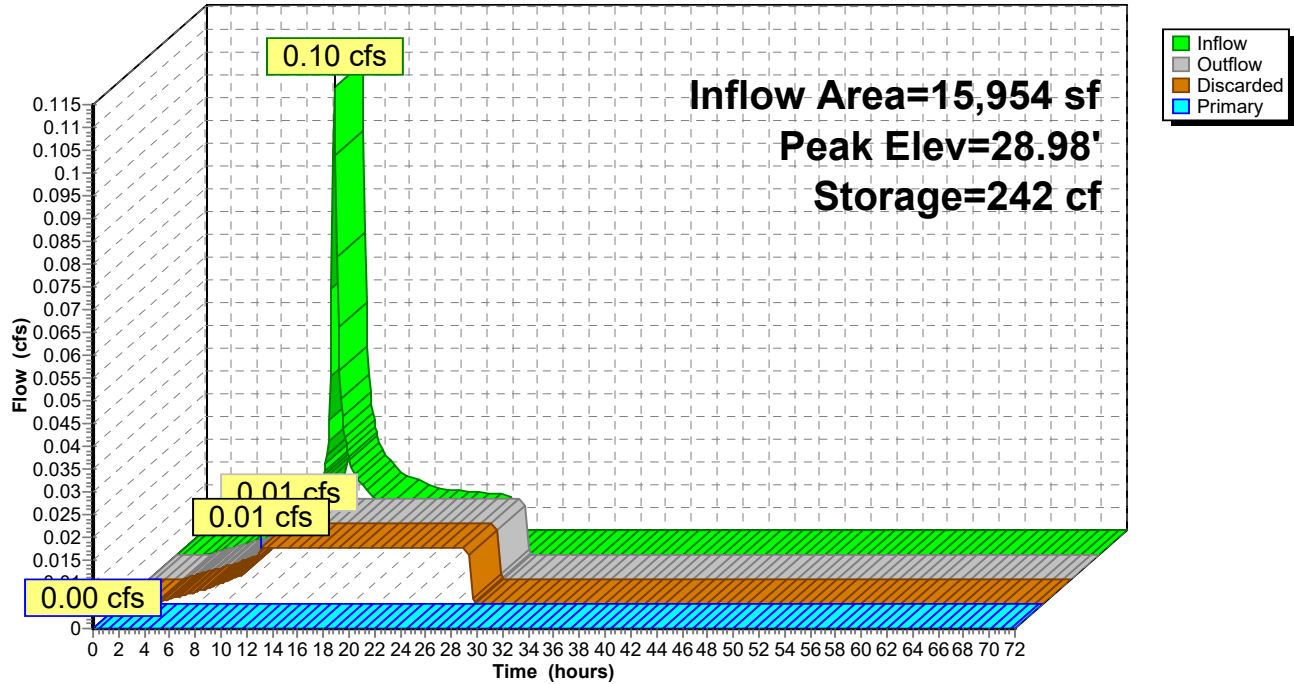
26.0 cy Field

19.2 cy Stone



Pond 2P: SC-740

Hydrograph



Summary for Subcatchment 6S: Pre Con Site

Runoff = 0.10 cfs @ 12.23 hrs, Volume= 703 cf, Depth= 0.61"

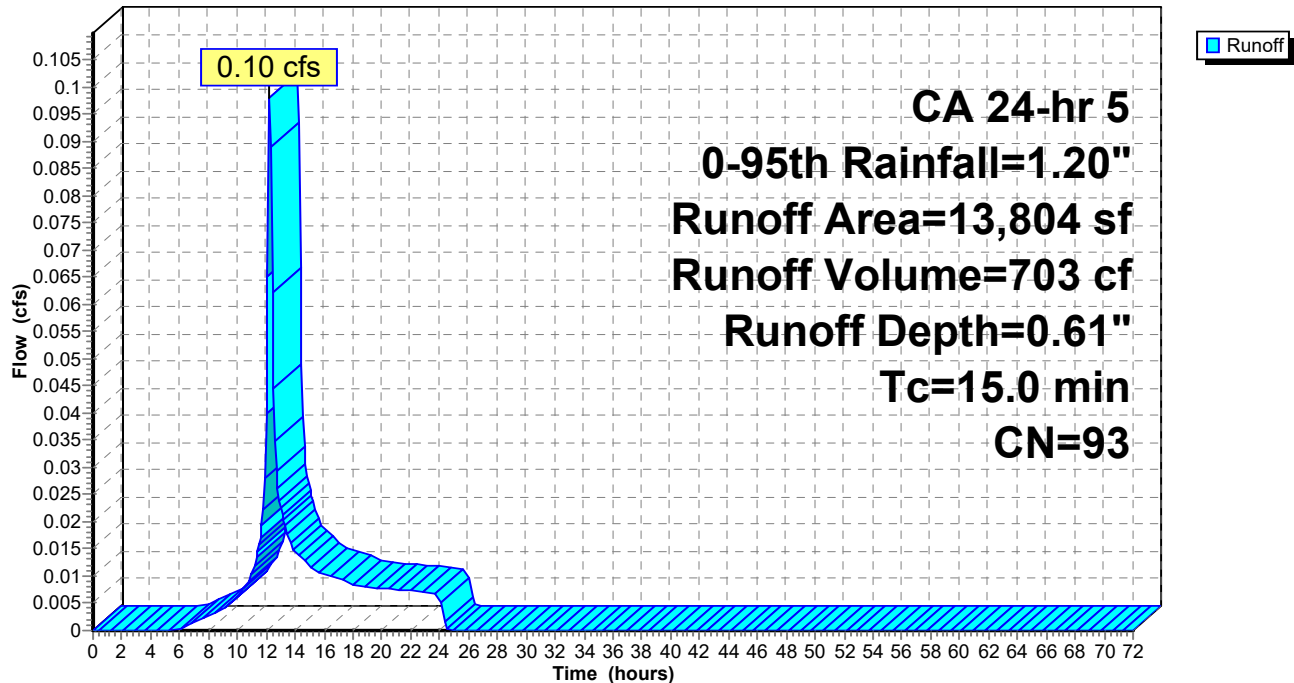
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs
CA 24-hr 5 0-95th Rainfall=1.20"

Area (sf)	CN	Description
11,528	98	Paved parking, HSG A
2,276	68	<50% Grass cover, Poor, HSG A
13,804	93	Weighted Average
2,276		16.49% Pervious Area
11,528		83.51% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					Direct Entry,

Subcatchment 6S: Pre Con Site

Hydrograph



Summary for Pond 2P: SC-740

Inflow Area = 15,954 sf, 81.70% Impervious, Inflow Depth = 0.65" for 0-95th event
 Inflow = 0.10 cfs @ 12.30 hrs, Volume= 858 cf
 Outflow = 0.01 cfs @ 11.00 hrs, Volume= 858 cf, Atten= 88%, Lag= 0.0 min
 Discarded = 0.01 cfs @ 11.00 hrs, Volume= 858 cf
 Primary = 0.00 cfs @ 0.00 hrs, Volume= 0 cf

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs / 2
 Peak Elev= 28.98' @ 15.46 hrs Surf.Area= 201 sf Storage= 242 cf

Plug-Flow detention time= 190.2 min calculated for 857 cf (100% of inflow)
 Center-of-Mass det. time= 190.0 min (1,058.9 - 868.9)

Volume	Invert	Avail.Storage	Storage Description
#1A	27.00'	207 cf	6.25'W x 32.10'L x 3.50'H Field A 702 cf Overall - 184 cf Embedded = 518 cf x 40.0% Voids
#2A	27.50'	184 cf	ADS_StormTech SC-740 +Cap x 4 Inside #1 Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap
		391 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices
#1	Discarded	27.00'	5.350 in/hr Exfiltration X 0.50 over Horizontal area
#2	Primary	30.00'	12.0" Vert. Orifice/Grate C= 0.600

Discarded OutFlow Max=0.01 cfs @ 11.00 hrs HW=27.04' (Free Discharge)
 ↑1=Exfiltration (Exfiltration Controls 0.01 cfs)

Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=27.00' (Free Discharge)
 ↑2=Orifice/Grate (Controls 0.00 cfs)

Pond 2P: SC-740 - Chamber Wizard Field A

Chamber Model = ADS_StormTechSC-740 +Cap (ADS StormTech® SC-740 with cap length)

Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf

Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap

4 Chambers/Row x 7.12' Long +0.81' Cap Length x 2 = 30.10' Row Length +12.0" End Stone x 2 = 32.10' Base Length

1 Rows x 51.0" Wide + 12.0" Side Stone x 2 = 6.25' Base Width

6.0" Base + 30.0" Chamber Height + 6.0" Cover = 3.50' Field Height

4 Chambers x 45.9 cf = 183.8 cf Chamber Storage

702.1 cf Field - 183.8 cf Chambers = 518.4 cf Stone x 40.0% Voids = 207.3 cf Stone Storage

Chamber Storage + Stone Storage = 391.1 cf = 0.009 af

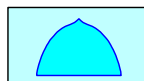
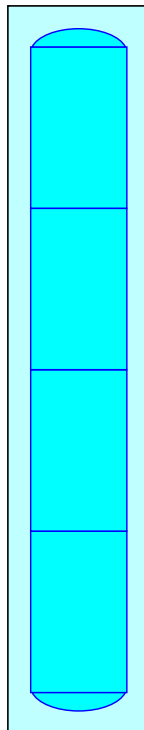
Overall Storage Efficiency = 55.7%

Overall System Size = 32.10' x 6.25' x 3.50'

4 Chambers

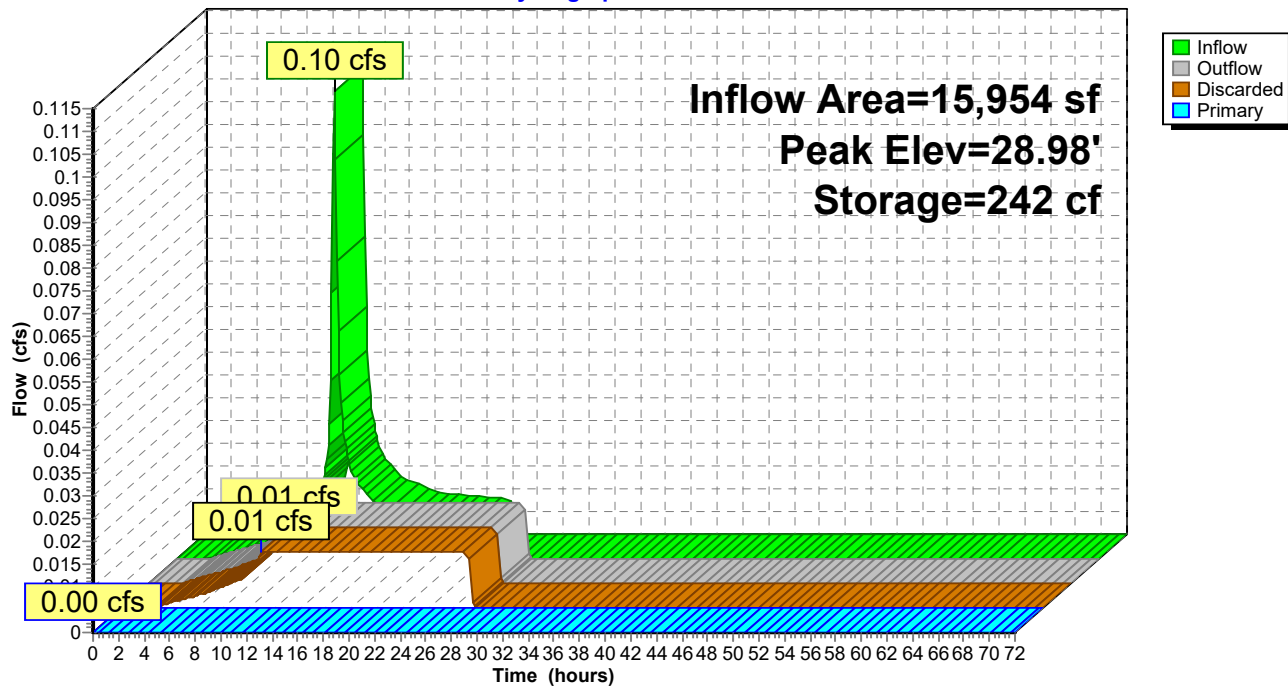
26.0 cy Field

19.2 cy Stone



Pond 2P: SC-740

Hydrograph



Summary for Subcatchment 6S: Pre Con Site

Runoff = 0.18 cfs @ 12.23 hrs, Volume= 1,324 cf, Depth= 1.15"

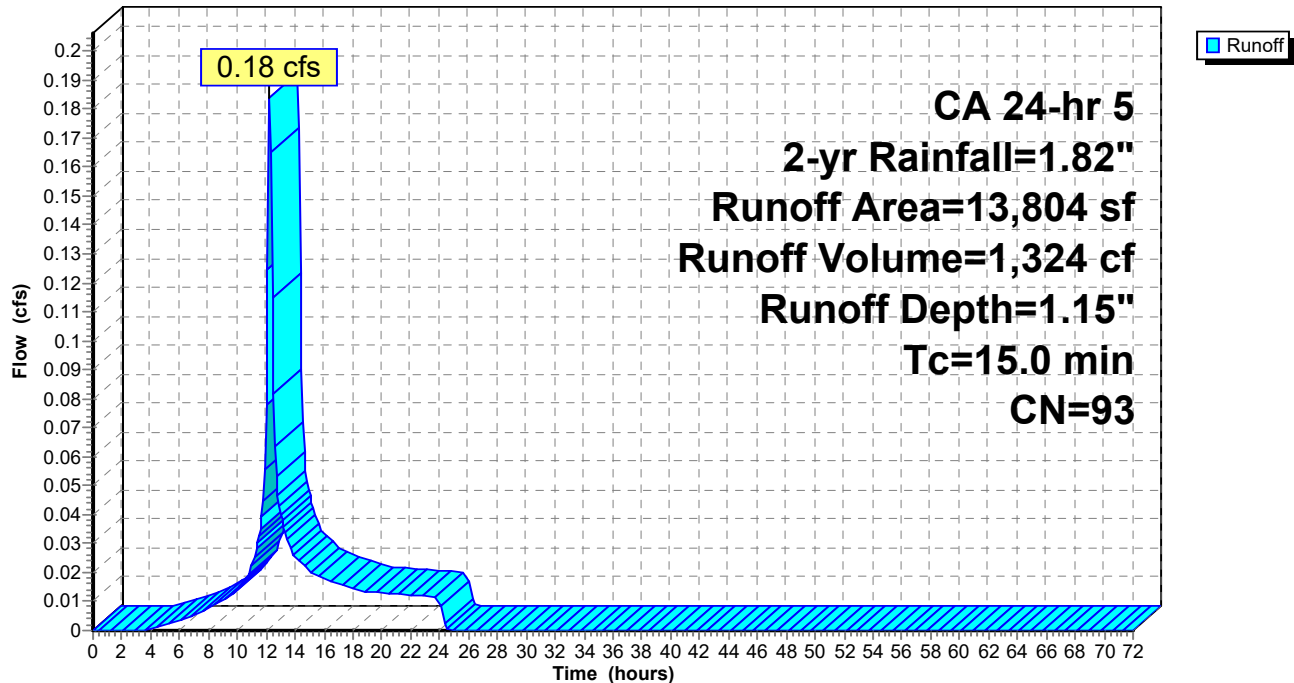
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs
CA 24-hr 5 2-yr Rainfall=1.82"

Area (sf)	CN	Description
11,528	98	Paved parking, HSG A
2,276	68	<50% Grass cover, Poor, HSG A
13,804	93	Weighted Average
2,276		16.49% Pervious Area
11,528		83.51% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					Direct Entry,

Subcatchment 6S: Pre Con Site

Hydrograph



Summary for Pond 2P: SC-740

Inflow Area = 15,954 sf, 81.70% Impervious, Inflow Depth = 1.17" for 2-yr event
 Inflow = 0.19 cfs @ 12.30 hrs, Volume= 1,554 cf
 Outflow = 0.09 cfs @ 12.57 hrs, Volume= 1,557 cf, Atten= 49%, Lag= 16.6 min
 Discarded = 0.01 cfs @ 9.10 hrs, Volume= 1,181 cf
 Primary = 0.08 cfs @ 12.57 hrs, Volume= 376 cf

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs / 2
 Peak Elev= 30.14' @ 12.57 hrs Surf.Area= 201 sf Storage= 362 cf

Plug-Flow detention time= 221.0 min calculated for 1,553 cf (100% of inflow)
 Center-of-Mass det. time= 223.1 min (1,071.1 - 847.9)

Volume	Invert	Avail.Storage	Storage Description
#1A	27.00'	207 cf	6.25'W x 32.10'L x 3.50'H Field A 702 cf Overall - 184 cf Embedded = 518 cf x 40.0% Voids
#2A	27.50'	184 cf	ADS_StormTech SC-740 +Cap x 4 Inside #1 Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap
		391 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices
#1	Discarded	27.00'	5.350 in/hr Exfiltration X 0.50 over Horizontal area
#2	Primary	30.00'	12.0" Vert. Orifice/Grate C= 0.600

Discarded OutFlow Max=0.01 cfs @ 9.10 hrs HW=27.04' (Free Discharge)
 ↑**1=Exfiltration** (Exfiltration Controls 0.01 cfs)

Primary OutFlow Max=0.08 cfs @ 12.57 hrs HW=30.13' (Free Discharge)
 ↑**2=Orifice/Grate** (Orifice Controls 0.08 cfs @ 1.25 fps)

Pond 2P: SC-740 - Chamber Wizard Field A**Chamber Model = ADS_StormTechSC-740 +Cap (ADS StormTech® SC-740 with cap length)**

Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf

Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap

4 Chambers/Row x 7.12' Long +0.81' Cap Length x 2 = 30.10' Row Length +12.0" End Stone x 2 = 32.10'
Base Length

1 Rows x 51.0" Wide + 12.0" Side Stone x 2 = 6.25' Base Width

6.0" Base + 30.0" Chamber Height + 6.0" Cover = 3.50' Field Height

4 Chambers x 45.9 cf = 183.8 cf Chamber Storage

702.1 cf Field - 183.8 cf Chambers = 518.4 cf Stone x 40.0% Voids = 207.3 cf Stone Storage

Chamber Storage + Stone Storage = 391.1 cf = 0.009 af

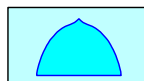
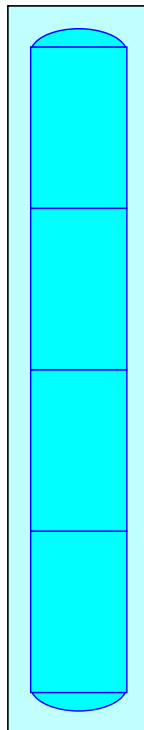
Overall Storage Efficiency = 55.7%

Overall System Size = 32.10' x 6.25' x 3.50'

4 Chambers

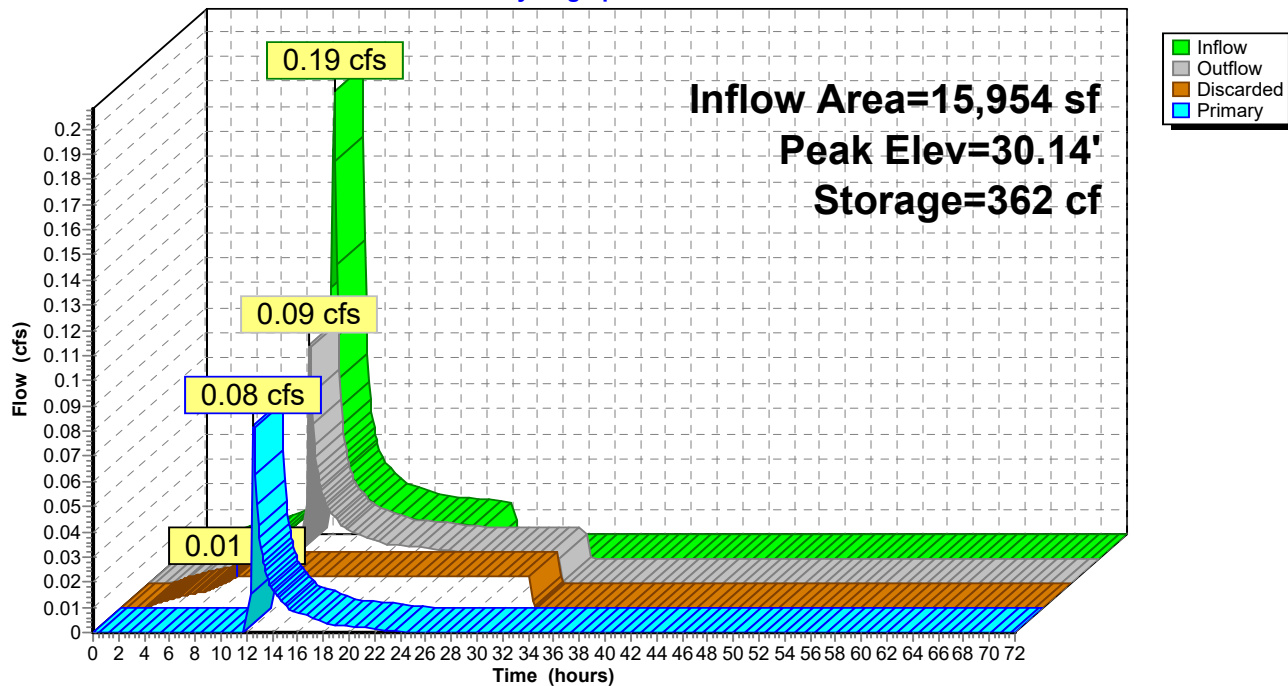
26.0 cy Field

19.2 cy Stone



Pond 2P: SC-740

Hydrograph



Summary for Subcatchment 6S: Pre Con Site

Runoff = 0.27 cfs @ 12.23 hrs, Volume= 1,960 cf, Depth= 1.70"

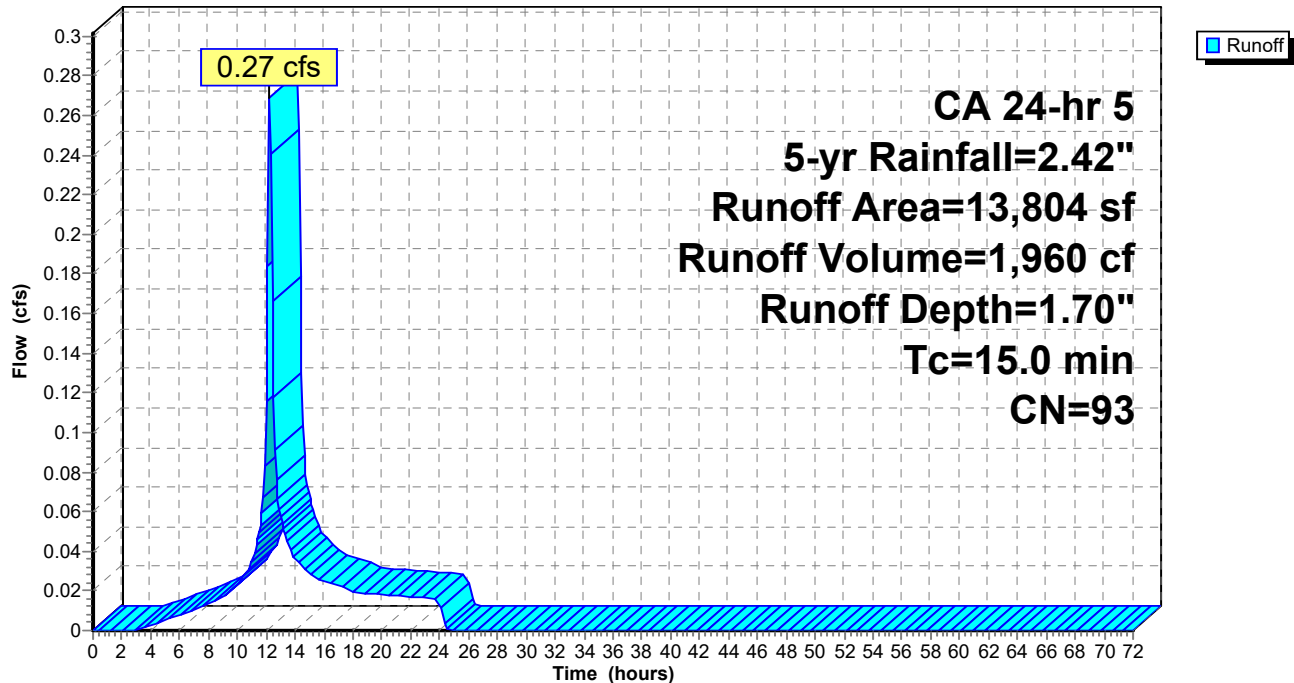
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs
CA 24-hr 5 5-yr Rainfall=2.42"

Area (sf)	CN	Description
11,528	98	Paved parking, HSG A
2,276	68	<50% Grass cover, Poor, HSG A
13,804	93	Weighted Average
2,276		16.49% Pervious Area
11,528		83.51% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					Direct Entry,

Subcatchment 6S: Pre Con Site

Hydrograph



Summary for Pond 2P: SC-740

Inflow Area = 15,954 sf, 81.70% Impervious, Inflow Depth = 1.71" for 5-yr event
 Inflow = 0.27 cfs @ 12.29 hrs, Volume= 2,271 cf
 Outflow = 0.27 cfs @ 12.29 hrs, Volume= 2,273 cf, Atten= 1%, Lag= 0.0 min
 Discarded = 0.01 cfs @ 7.00 hrs, Volume= 1,258 cf
 Primary = 0.26 cfs @ 12.29 hrs, Volume= 1,015 cf

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs / 2
 Peak Elev= 30.25' @ 12.29 hrs Surf.Area= 201 sf Storage= 371 cf

Plug-Flow detention time= 161.5 min calculated for 2,270 cf (100% of inflow)
 Center-of-Mass det. time= 162.6 min (997.0 - 834.4)

Volume	Invert	Avail.Storage	Storage Description
#1A	27.00'	207 cf	6.25'W x 32.10'L x 3.50'H Field A 702 cf Overall - 184 cf Embedded = 518 cf x 40.0% Voids
#2A	27.50'	184 cf	ADS_StormTech SC-740 +Cap x 4 Inside #1 Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap
		391 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices
#1	Discarded	27.00'	5.350 in/hr Exfiltration X 0.50 over Horizontal area
#2	Primary	30.00'	12.0" Vert. Orifice/Grate C= 0.600

Discarded OutFlow Max=0.01 cfs @ 7.00 hrs HW=27.04' (Free Discharge)
 ↑**1=Exfiltration** (Exfiltration Controls 0.01 cfs)

Primary OutFlow Max=0.25 cfs @ 12.29 hrs HW=30.25' (Free Discharge)
 ↑**2=Orifice/Grate** (Orifice Controls 0.25 cfs @ 1.69 fps)

Pond 2P: SC-740 - Chamber Wizard Field A**Chamber Model = ADS_StormTechSC-740 +Cap (ADS StormTech® SC-740 with cap length)**

Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf

Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap

4 Chambers/Row x 7.12' Long +0.81' Cap Length x 2 = 30.10' Row Length +12.0" End Stone x 2 = 32.10' Base Length

1 Rows x 51.0" Wide + 12.0" Side Stone x 2 = 6.25' Base Width

6.0" Base + 30.0" Chamber Height + 6.0" Cover = 3.50' Field Height

4 Chambers x 45.9 cf = 183.8 cf Chamber Storage

702.1 cf Field - 183.8 cf Chambers = 518.4 cf Stone x 40.0% Voids = 207.3 cf Stone Storage

Chamber Storage + Stone Storage = 391.1 cf = 0.009 af

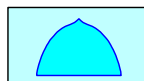
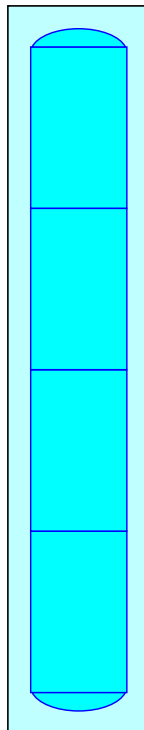
Overall Storage Efficiency = 55.7%

Overall System Size = 32.10' x 6.25' x 3.50'

4 Chambers

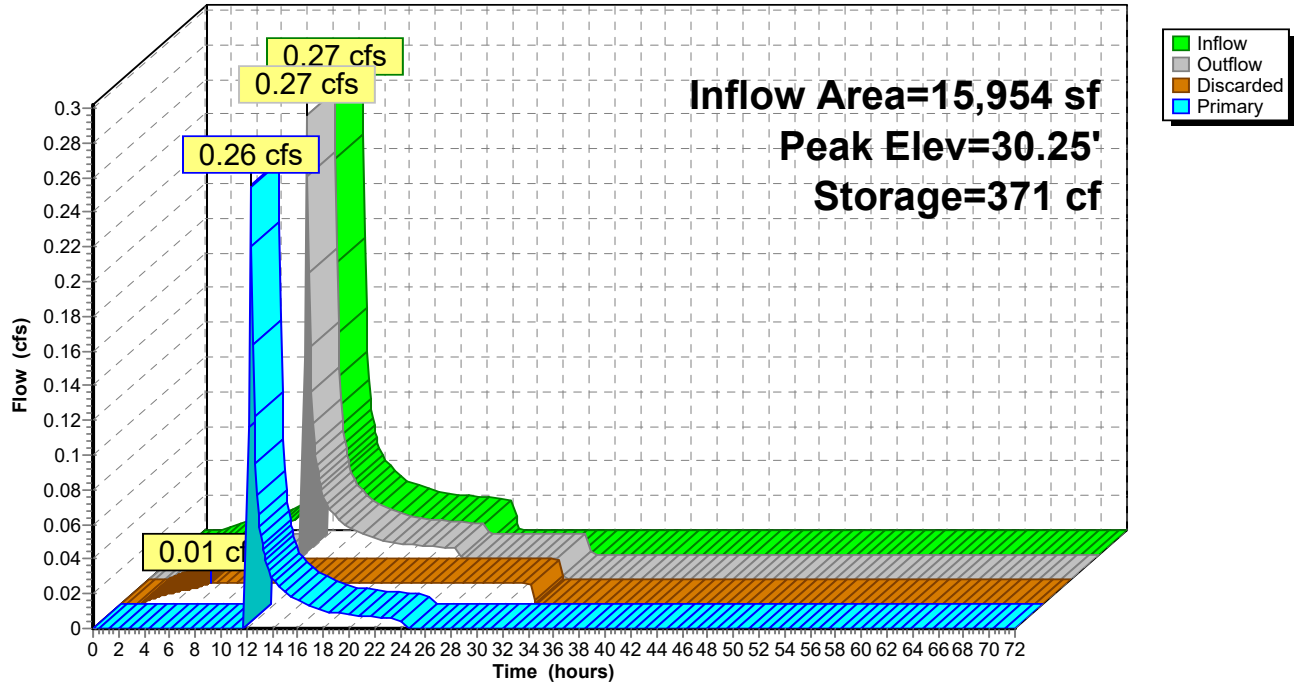
26.0 cy Field

19.2 cy Stone



Pond 2P: SC-740

Hydrograph



Summary for Subcatchment 6S: Pre Con Site

Runoff = 0.34 cfs @ 12.23 hrs, Volume= 2,505 cf, Depth= 2.18"

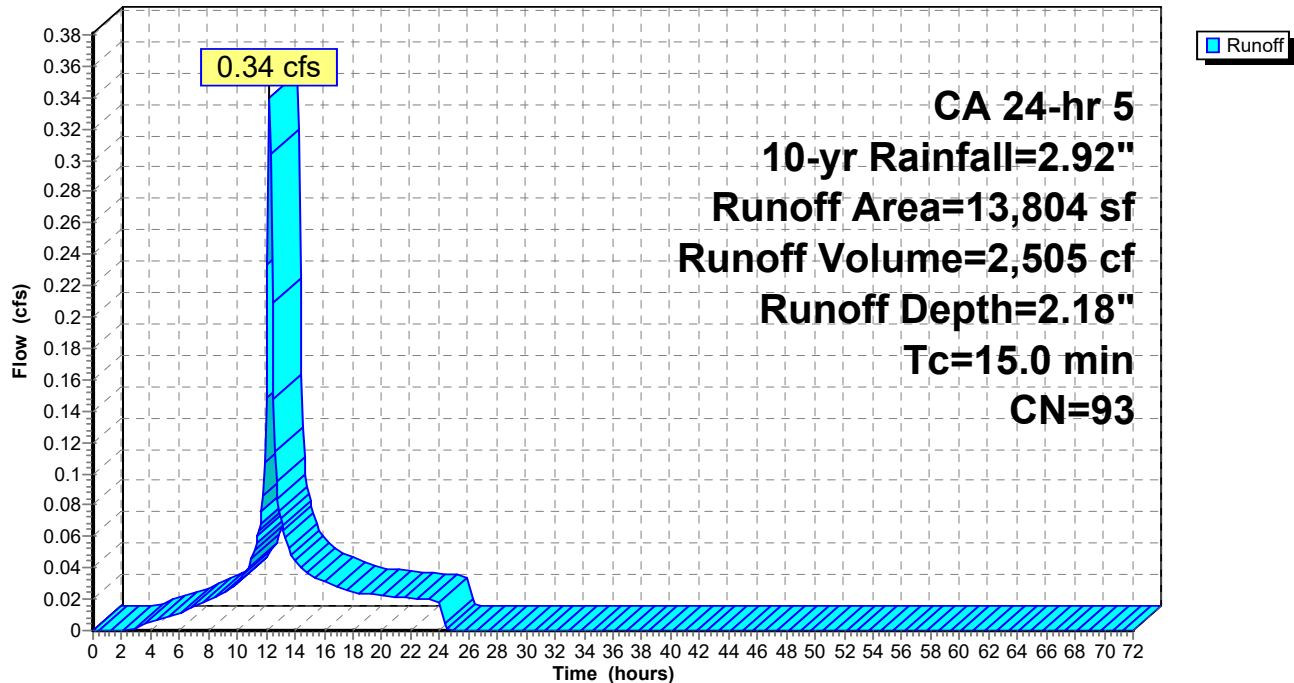
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs
CA 24-hr 5 10-yr Rainfall=2.92"

Area (sf)	CN	Description
11,528	98	Paved parking, HSG A
2,276	68	<50% Grass cover, Poor, HSG A
13,804	93	Weighted Average
2,276		16.49% Pervious Area
11,528		83.51% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					Direct Entry,

Subcatchment 6S: Pre Con Site

Hydrograph



Summary for Pond 2P: SC-740

Inflow Area = 15,954 sf, 81.70% Impervious, Inflow Depth = 2.17" for 10-yr event
 Inflow = 0.34 cfs @ 12.29 hrs, Volume= 2,887 cf
 Outflow = 0.34 cfs @ 12.30 hrs, Volume= 2,885 cf, Atten= 2%, Lag= 0.5 min
 Discarded = 0.01 cfs @ 5.60 hrs, Volume= 1,304 cf
 Primary = 0.32 cfs @ 12.30 hrs, Volume= 1,580 cf

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs / 2
 Peak Elev= 30.28' @ 12.30 hrs Surf.Area= 201 sf Storage= 373 cf

Plug-Flow detention time= 136.4 min calculated for 2,881 cf (100% of inflow)
 Center-of-Mass det. time= 136.4 min (962.4 - 825.9)

Volume	Invert	Avail.Storage	Storage Description
#1A	27.00'	207 cf	6.25'W x 32.10'L x 3.50'H Field A 702 cf Overall - 184 cf Embedded = 518 cf x 40.0% Voids
#2A	27.50'	184 cf	ADS_StormTech SC-740 +Cap x 4 Inside #1 Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap
		391 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices
#1	Discarded	27.00'	5.350 in/hr Exfiltration X 0.50 over Horizontal area
#2	Primary	30.00'	12.0" Vert. Orifice/Grate C= 0.600

Discarded OutFlow Max=0.01 cfs @ 5.60 hrs HW=27.04' (Free Discharge)
 ↑**1=Exfiltration** (Exfiltration Controls 0.01 cfs)

Primary OutFlow Max=0.32 cfs @ 12.30 hrs HW=30.28' (Free Discharge)
 ↑**2=Orifice/Grate** (Orifice Controls 0.32 cfs @ 1.80 fps)

Pond 2P: SC-740 - Chamber Wizard Field A**Chamber Model = ADS_StormTechSC-740 +Cap (ADS StormTech® SC-740 with cap length)**

Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf

Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap

4 Chambers/Row x 7.12' Long +0.81' Cap Length x 2 = 30.10' Row Length +12.0" End Stone x 2 = 32.10' Base Length

1 Rows x 51.0" Wide + 12.0" Side Stone x 2 = 6.25' Base Width

6.0" Base + 30.0" Chamber Height + 6.0" Cover = 3.50' Field Height

4 Chambers x 45.9 cf = 183.8 cf Chamber Storage

702.1 cf Field - 183.8 cf Chambers = 518.4 cf Stone x 40.0% Voids = 207.3 cf Stone Storage

Chamber Storage + Stone Storage = 391.1 cf = 0.009 af

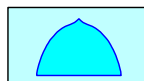
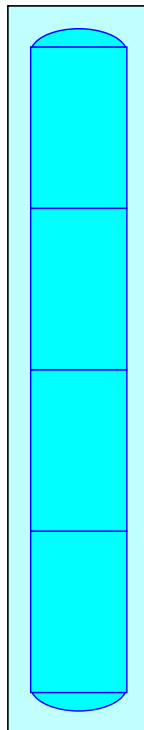
Overall Storage Efficiency = 55.7%

Overall System Size = 32.10' x 6.25' x 3.50'

4 Chambers

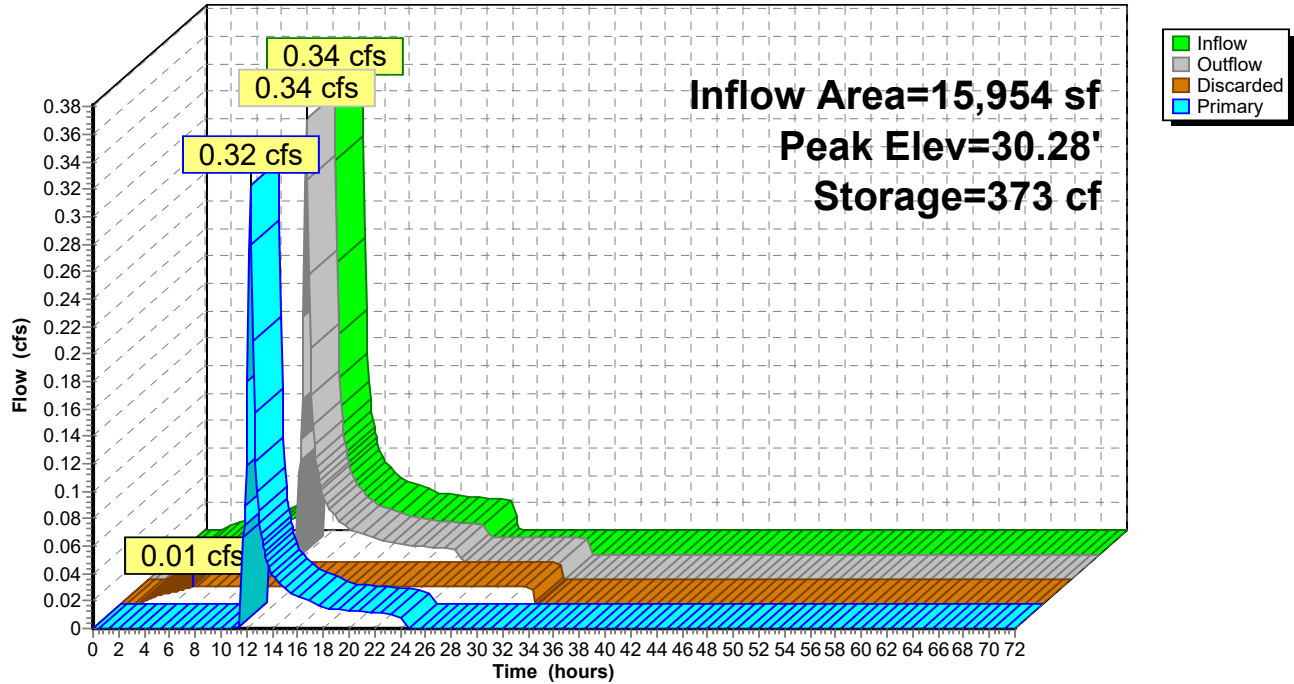
26.0 cy Field

19.2 cy Stone



Pond 2P: SC-740

Hydrograph



Summary for Subcatchment 6S: Pre Con Site

Runoff = 0.60 cfs @ 12.22 hrs, Volume= 4,547 cf, Depth= 3.95"

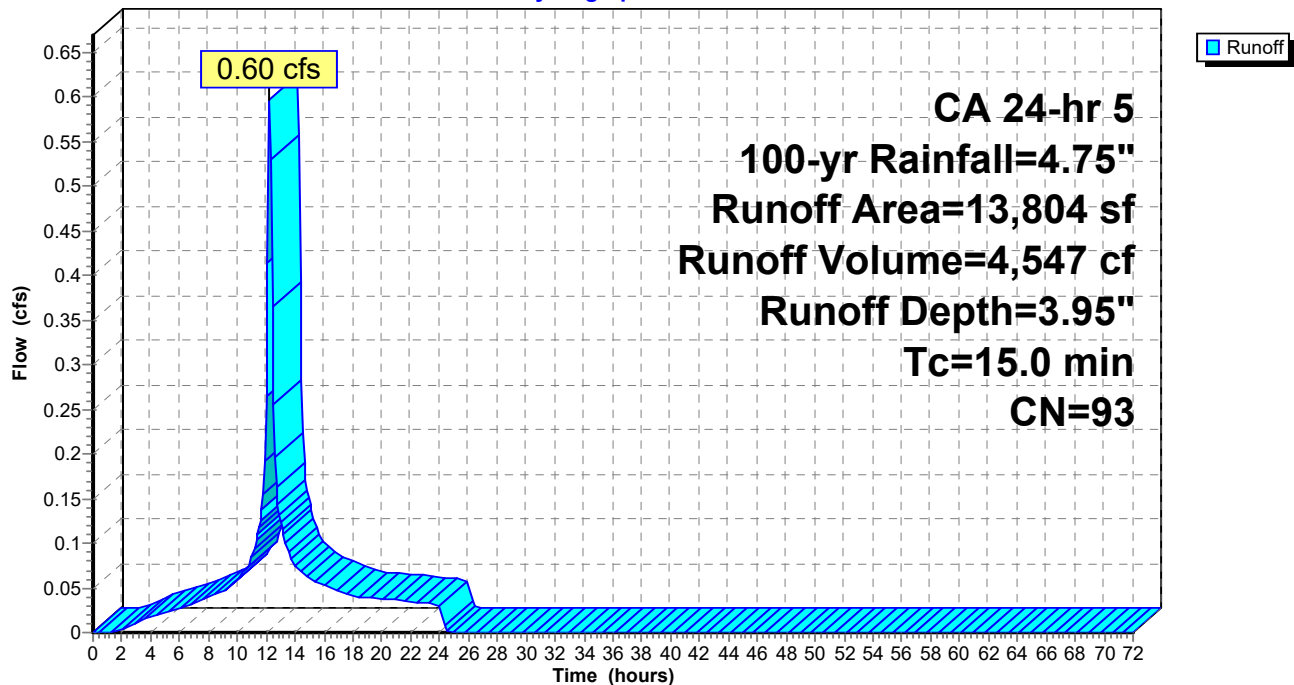
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs
CA 24-hr 5 100-yr Rainfall=4.75"

Area (sf)	CN	Description
11,528	98	Paved parking, HSG A
2,276	68	<50% Grass cover, Poor, HSG A
13,804	93	Weighted Average
2,276		16.49% Pervious Area
11,528		83.51% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.0					Direct Entry,

Subcatchment 6S: Pre Con Site

Hydrograph



Summary for Pond 2P: SC-740

Inflow Area = 15,954 sf, 81.70% Impervious, Inflow Depth = 3.92" for 100-yr event
 Inflow = 0.60 cfs @ 12.29 hrs, Volume= 5,212 cf
 Outflow = 0.60 cfs @ 12.30 hrs, Volume= 5,213 cf, Atten= 1%, Lag= 0.3 min
 Discarded = 0.01 cfs @ 2.50 hrs, Volume= 1,377 cf
 Primary = 0.58 cfs @ 12.30 hrs, Volume= 3,836 cf

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.10 hrs / 2
 Peak Elev= 30.38' @ 12.30 hrs Surf.Area= 201 sf Storage= 382 cf

Plug-Flow detention time= 89.9 min calculated for 5,206 cf (100% of inflow)
 Center-of-Mass det. time= 90.6 min (896.3 - 805.7)

Volume	Invert	Avail.Storage	Storage Description
#1A	27.00'	207 cf	6.25'W x 32.10'L x 3.50'H Field A 702 cf Overall - 184 cf Embedded = 518 cf x 40.0% Voids
#2A	27.50'	184 cf	ADS_StormTech SC-740 +Cap x 4 Inside #1 Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap
		391 cf	Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices
#1	Discarded	27.00'	5.350 in/hr Exfiltration X 0.50 over Horizontal area
#2	Primary	30.00'	12.0" Vert. Orifice/Grate C= 0.600

Discarded OutFlow Max=0.01 cfs @ 2.50 hrs HW=27.04' (Free Discharge)
 ↑**1=Exfiltration** (Exfiltration Controls 0.01 cfs)

Primary OutFlow Max=0.58 cfs @ 12.30 hrs HW=30.38' (Free Discharge)
 ↑**2=Orifice/Grate** (Orifice Controls 0.58 cfs @ 2.10 fps)

Pond 2P: SC-740 - Chamber Wizard Field A**Chamber Model = ADS_StormTechSC-740 +Cap (ADS StormTech® SC-740 with cap length)**

Effective Size= 44.6"W x 30.0"H => 6.45 sf x 7.12'L = 45.9 cf

Overall Size= 51.0"W x 30.0"H x 7.56'L with 0.44' Overlap

4 Chambers/Row x 7.12' Long +0.81' Cap Length x 2 = 30.10' Row Length +12.0" End Stone x 2 = 32.10' Base Length

1 Rows x 51.0" Wide + 12.0" Side Stone x 2 = 6.25' Base Width

6.0" Base + 30.0" Chamber Height + 6.0" Cover = 3.50' Field Height

4 Chambers x 45.9 cf = 183.8 cf Chamber Storage

702.1 cf Field - 183.8 cf Chambers = 518.4 cf Stone x 40.0% Voids = 207.3 cf Stone Storage

Chamber Storage + Stone Storage = 391.1 cf = 0.009 af

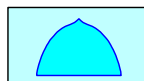
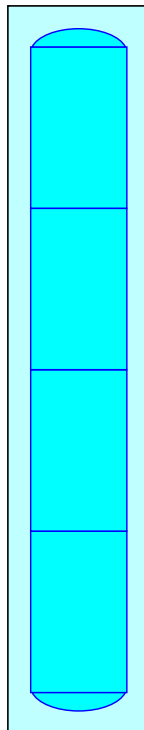
Overall Storage Efficiency = 55.7%

Overall System Size = 32.10' x 6.25' x 3.50'

4 Chambers

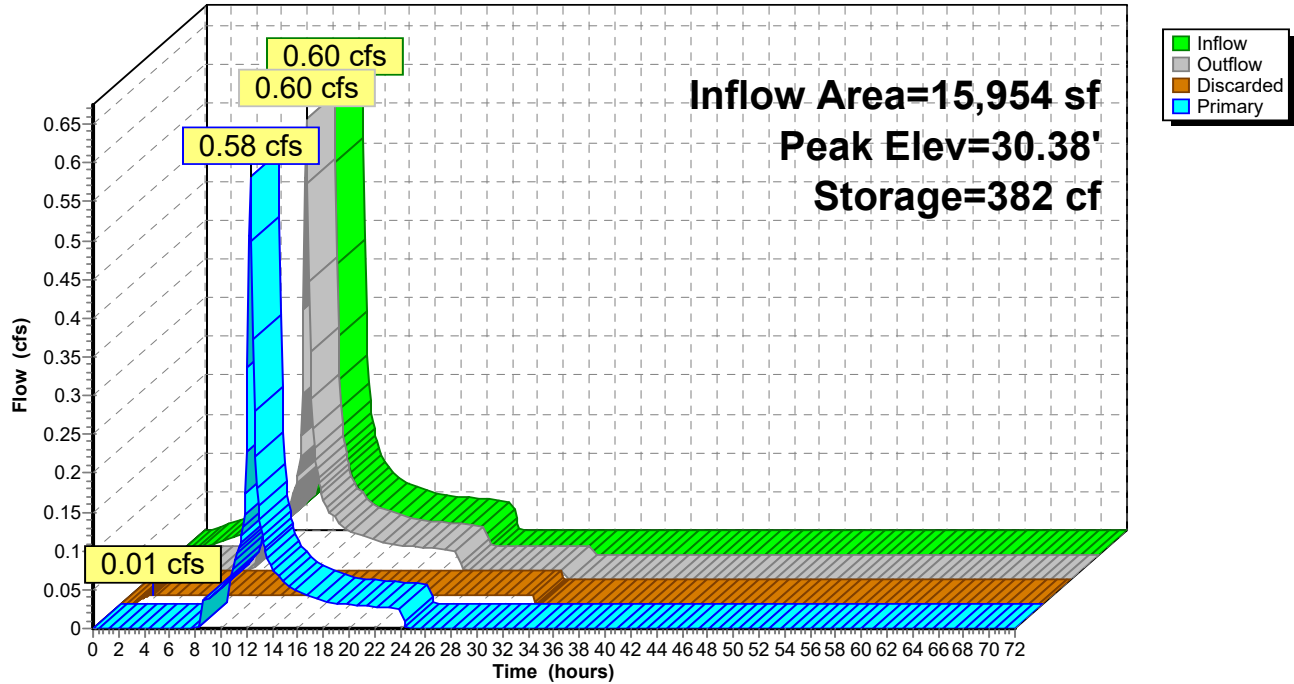
26.0 cy Field

19.2 cy Stone

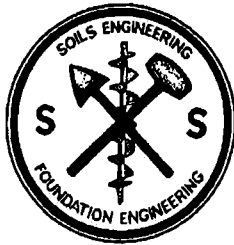


Pond 2P: SC-740

Hydrograph



SOIL



SURVEYS GROUP INC.

Attachment 5

103 CHURCH ST • SALINAS, CALIFORNIA 93901 • TELEPHONE (831) 757-2172

September 29, 2017
Job #6910

Monterey Peninsula Engineering, Inc.
Attn: Peter Taormina
192 Healy Avenue
Marina, CA 93933

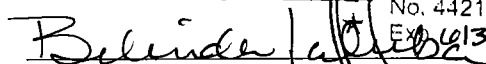
Dear Mr. Taormina:

Submitted herewith is the report of our Geotechnical and Infiltration Investigation for the proposed commercial complex to be constructed at 1000 Playa Avenue, APN 011-524-009 & 004, in Seaside, California. Six borings were drilled on July 5, 2017, five for geotechnical investigation purposes and one for infiltration testing. Laboratory tests were subsequently made on driven soil core samples taken from the geotechnical borings to determine the near surface and subsurface soil conditions and suitability for the proposed buildings. We find that the project site is suitable for the proposed use with the recommendations made herein.

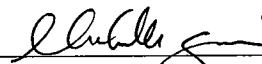
It is a pleasure working with you on this project. If you have any questions regarding our geotechnical investigation or this report, please contact us.

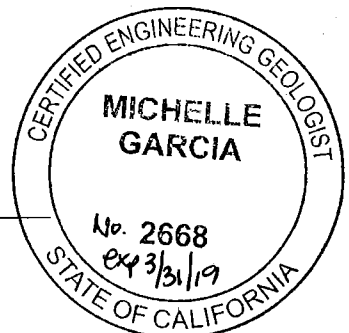
Very truly yours,

SOIL SURVEYS GROUP, INC.


Belinda A. Taluban, P.E.
R.C.E. 44217




Michelle M. Garcia, C.E.G.
Engineering Geologist 2668



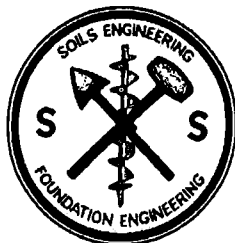
BAT/MMG/tr

cc. City of Seaside, Building and Planning Departments

TABLE OF CONTENTS

SECTION	PAGE
I. Introduction	1
II. Laboratory Test Data	2
III. Suitability of Site for Proposed Use	5
IV. Recommended Foundation Design Criteria	5
A. Concrete Sidewalks and Outside Flatwork	6
V. Loose Soil Mitigation	6
VI. Surface and Subsurface Drainage and Erosion Considerations	6
VII. Infiltration Test Results	7
VIII. Recommended Specifications	7
A. Grading	7
B. Compaction	8
C. Concrete Floor Slabs-on-Grade	8
D. Utility Trench Backfill	9
E. Pavement Design Criteria	9
IX. Geologic and Seismic Considerations	9
X. Unforeseen or Unusual Conditions	11
XI. Conclusions and Recommendations	11
XII. Limitations	12
Figure I - Site Location Map	
Figure II - Boring Locations (approx.)	
Appendix A - Boring Logs	
Appendix B - Infiltration Logs	
Appendix C - R-Value Test From Nearby Site	

SOIL



SURVEYS GROUP INC.

103 CHURCH ST • SALINAS, CALIFORNIA 93901 • TELEPHONE (831) 757-2172

GEOTECHNICAL AND INFILTRATION INVESTIGATION

FOR THE PROPOSED COMMERCIAL COMPLEX

1000 PLAYA AVENUE APN 011-524-009 & 004,

SEASIDE, CALIFORNIA

FOR MR. PETER TAORMINA

SEPTEMBER 29, 2017; JOB #6910

I. INTRODUCTION:

This Geotechnical and Infiltration Investigation was made to determine the suitability of the project site for the proposed commercial complex to be constructed at 1000 Playa Avenue, APN 011-524-009 & 004, in Seaside, California. Five geotechnical borings were drilled on July 5, 2017 at or near the proposed new building locations to depths of 25.71, 19.5, 19.5, 20.0, and 19.46 feet, respectively, for geotechnical investigative purposes and core samples were taken from these borings for laboratory testing. One additional test boring was drilled to 9.61 feet, piped and the annulus packed with gravel for infiltration testing to determine design infiltration rates for storm water retention and control measures. The boring logs, our field observations, and field and laboratory test data were analyzed to determine the following:

- 1. Suitability of the project site for the proposed commercial complex.**
- 2. Expansive, unsuitable or unstable soil conditions, if any.**
- 3. Foundation design criteria for the proposed buildings.**
- 4. Subsurface groundwater and soil moisture considerations.**
- 5. Pavement design criteria for circulation and parking areas.**
- 6. Surface drainage considerations and storm water infiltration design criteria.**
- 7. Analysis of seismic hazards and seismic design factors per the 2016 California Building Code.**

Site Setting: The subject property is located at the southeast corner of the intersection of Del Monte Boulevard and Playa Avenue in Seaside, California. The proposed project consists of the construction of a multi-building commercial complex with parking and circulation improvements. The existing site is fully developed with little to no permeable surface area due to the buildings and pavement. There is a slight slope (approximately 5%) from the northeast to the southwest at the site.

II. LABORATORY TEST DATA¹:

Thirty-two moisture density tests were made on the driven core samples. Standard Penetration Tests (SPT) were performed with a Terzaghi Split Spoon sampler. Core samples were also taken with a 2½-inch interior diameter (i.d.) Modified California Sampler. The samplers were driven into the soil by a 140 lb. hammer dropped a vertical distance of 30 inches at each of the sample locations. Results of these tests are shown as follows:

MOISTURE DENSITY TESTS					
Boring No.	Depth/ Ft.	Water Content (%)	Dry Density (p.c.f.)	Standard penetration Tests (Blows /foot)	Pocket Penetrometer (t.s.f.)
B-1	2-2.5	3.4	106.4	15	---
B-1	4-4.5	3.4	106.0	19	---
B-1	6-6.5	3.3	104.3	24	---
B-1	11-11.5	4.2	106.3	50	---
B-1	16-16.5	3.2	110.0	65	---
B-1	20.46-20.96	3.8	121.4	71/11.5"	---
B-1	25.21-25.71	4.6	109.4	67/8.5"	---
B-2	2-2.5	4.7	96.0	14	---
B-2	3.5-4	3.6	101.1	17 (10)*	---
B-2	4-4.5	3.4	98.4	23 (14)*	0.75
B-2	6-6.5	3.6	104.7	30	---
B-2	11-11.5	1.9	96.1	42	---
B-2	16-16.5	2.8	103.0	41	---
B-2	19-19.5	4.7	106.8	73	---
B-3	2-2.5	3.8	102.7	12	---
B-3	4-4.5	3.9	107.7	16	---
B-3	6-6.5	2.6	94.8	19	---
B-3	11-11.5	1.9	105.2	32	---

¹Boring Logs are located in Appendix A

Mr. Peter Taormina
 September 29, 2017
 Job #6910

Boring No.	Depth/ Ft.	Water Content (%)	Dry Density (p.c.f.)	Standard penetration Tests (Blows /foot)	Pocket Penetrometer (t.s.f.)
B-3	16-16.5	2.9	112.0	69	---
B-3	19-19.5	3.3	107.2	78	---
B-4	2-2.5	2.2	86.2	4	---
B-4	4-4.5	4.0	110.7	9	0.5
B-4	6-6.5	3.9	101.9	6	---
B-4	10-10.5	4.8	97.9	50/6"	---
B-4	16-16.5	1.7	97.4	42	---
B-4	19.5-20	1.5	116.9	53	---
B-5	2-2.5	7.1	90.6	4	---
B-5	4-4.5	5.4	99.4	3	---
B-5	6-6.5	5.3	101.8	6	---
B-5	11-11.5	2.8	105.1	22	---
B-5	16-16.5	1.7	121.8	80	---
B-5	18.96-19.46	2.1	117.5	67/11.5"	---

* = 2.5" Cal. Not SPT () Blow counts adjusted

Four sieve analysis tests were made on driven core samples. Results of these tests are shown as follows:

A.S.T.M. D 422 SIEVE ANALYSIS TEST-Percent Passing								
Boring No.	Depth/ Ft.	Sieve No. 4	Sieve No. 10	Sieve No. 20	Sieve No. 30	Sieve No. 40	Sieve No. 100	Sieve No. 200
B-1	2-2.5	100	100	95	92	84	9	2
B-3	2-2.5	100	100	93	90	83	10	2
B-4	4-4.5	96	95	91	88	82	23	16
B-5	16-16.5	100	99	48	26	18	8	5

Four plasticity index tests were performed on driven core samples. Results of these tests are as follows:

PLASTICITY INDEX TEST						
Boring No.	Depth/ Feet	% Passing Sieve No. 40	% Passing Sieve No. 200	Liquid Limit	Plastic Limit	Plasticity Index
B-1	2-2.5	84	2	n/p	non-plastic	n/p
B-3	2-2.5	83	2	n/p	non-plastic	n/p
B-4	4-4.5	82	16	n/p	non-plastic	n/p
B-5	16-16.5	18	5	n/p	non-plastic	n/p

The test results indicate that the fine fraction of the near surface and deeper subsurface fine to coarse grained, silty, sandy soils are non-plastic and non-expansive.

Boring B-1 was located within the footprint of proposed Building D of the commercial complex, as shown on Figure II. Beneath approximately two inches of asphaltic concrete and four inches of baserock, the near surface soil consists of medium dense, silty, fine to medium grained sand to a depth of 2.5 feet underlain by medium dense, slightly silty, fine to coarse grained sand to a depth of 6.5 feet; below this depth, the soil consists of dense to very dense, fine to coarse grained sand to the bottom of the boring at 25.71 feet in depth.

Boring B-2 was located near the southwesterly corner of the proposed footprint of Building C, as shown on Figure II. Beneath a paving section of two inches of asphaltic concrete and four inches of aggregate baserock, the near surface soil consists of medium dense, silty, fine grained sand to a depth of five feet. Below five feet in depth, the soil consists of dense, fine to coarse grained sand to the bottom of the boring at 19.5 feet.

Boring B-3 was located on the southeasterly edge within the southerly half of the proposed footprint of Building A, as shown on Figure II. The near surface soil consists of loose, silty sand with scattered gravels and cobble to a depth of one foot, overlaying medium dense, silty sand to a depth of three feet. Below this depth, the soil consists of medium dense sand to a depth of ten feet. Below ten feet, the soil consists of dense to very dense sand to the bottom of the boring at 19.5 feet.

Boring B-4 was located approximately 20 feet westerly of the easterly property line and 30 feet south of the northerly property line, within the northeasterly portion of the proposed Building A footprint. Near surface soil beneath a pavement section of three inches of asphaltic concrete over four inches of baserock consists of loose, silty, fine to medium grained sand to a depth of 2.5 feet. Below 2.5 feet, the soil consists of loose, silty, fine to coarse grained sand with organics to a depth of ten feet overlying very dense, silty sand to a depth of 13.5 feet; below this depth the soil consists of dense to very dense, fine to coarse grained sand to the bottom of the boring at a depth of 20.0 feet.

Boring B-5 was located approximately 54 feet easterly of Del Monte Boulevard and 38 feet southerly of Playa Avenue within the northerly portion of proposed Building B. The near surface soil beneath a pavement section of 3.0 inches of asphaltic concrete over 4.25 inches of baserock, consists of very loose, silty sand with scattered gravels to a depth of one foot underlain by very loose to loose, silty sand to a depth of eight feet. Below this depth, the soil consists of medium dense, silty, sand to a depth of 15 feet overlying very dense, slightly silty, fine to coarse grained sand to the bottom of the boring at 19.46 feet.

Boring I-1, an infiltration test boring, was located outside of the southeasterly corner of proposed Building C, within the vicinity of the future stormwater treatment area in the southerly parking lot. The near surface soil beneath a pavement section of two inches of asphaltic concrete over three inches of baserock consists of silty, fine to medium grained sand to the bottom of the boring at ten feet in depth.

No free groundwater was observed in the borings to a maximum depth explored of 25.71 feet on the date of drilling, prior to backfilling the borings with soil cuttings. The actual depth to groundwater is unknown, but it should be noted that groundwater fluctuations can occur due to variations in rainfall, temperature, and other factors not evident during the time of our investigation.

III. SUITABILITY OF SITE FOR PROPOSED USE:

No unsuitable or unstable soil conditions were found at the proposed building locations except for loose near surface soils to depths of up to ten feet at the northerly end of the parcel, in the approximate location of two of the four proposed buildings. In our opinion, the site is suitable for the proposed new commercial complex with the recommendations made herein, specifically the recommendations for recompaction of any loose near surface soil.

IV. RECOMMENDED FOUNDATION DESIGN CRITERIA:

Spread footings may be used for the new building foundations after the site is cleared and grubbed and the building pads are graded, compacted, and properly prepared. The soil within the proposed building pads and extending five feet in all directions beyond the building perimeter foundations shall be subexcavated and recompacted as directed in the field by the Geotechnical engineer (*depths up to 9 feet can be anticipated on the north end of the site*). The building pad areas shall be moisture conditioned and recompacted (see Sections V and VIII-A). Spread footings shall be installed to a minimum depth of 12 inches below lowest adjacent grade for any one story buildings and 18 inches for any two story portions of the buildings. Mitigation for any loose soil conditions must be followed.

Allowable foundation pressures after recompaction of the building pad are:

Continuous footings	= 1800 p.s.f.
Isolated rectangular footings	= 2000 p.s.f.

Continuous footings shall be reinforced with two #4 steel reinforcement bars placed near the bottom of footing. Spread footings shall also meet the minimum requirements of the 2016 California Building Code and the City of Seaside building ordinances for width, thickness, embedment, and reinforcement steel. The new buildings and any future building additions shall be designed in strict accordance with the requirements specified in the 2016 California Building Code, or latest approved edition, to resist seismic forces.

All concrete floor slabs-on-grade shall be a minimum of five inches thick and shall be reinforced with a minimum of #3 steel reinforcement bars at 16 inches on center, each way or #4 steel reinforcement placed 30 inches on center, each way and shall extend into the perimeter foundation. *The reinforcement steel must be firmly held in the vertical center of the slabs during placement and finishing of concrete with pre-cast concrete dobies.* All new concrete floor slabs-on-grade shall be underlain by an approved 15 mil. vapor barrier installed over an open graded gravel capillary break with two inches of clean sand placed over the vapor barrier as recommended in Section VIII-C herein. *Concrete slabs shall have weakened plane joints*

a maximum of fifteen feet on center, each way. All concrete shall be properly cured with an approved curing compound or wetted burlap for a minimum of 14 days.

Soil Surveys Group, Inc. shall inspect and approve the foundation footing excavations and the subgrade beneath concrete floor slabs for suitable soil bearing and proper penetration into competent soil. We also recommend that Soil Surveys Group, Inc. review and approve the grading, drainage and foundation plans prior to building construction.

A. Concrete Sidewalks and Outside Flatwork:

We recommend that any new on-site concrete sidewalks and outside non-vehicle flatwork be at least five inches thick and be placed over a compacted subgrade. All concrete flatwork should be divided into as nearly square panels as possible. Frequent joints should be installed to provide articulation to the concrete panels. Landscaping and planters adjacent to concrete flatwork should be designed in such a manner that positive drainage away from the project building is achieved. It is assumed that outside concrete flatwork in pedestrian use areas will be subjected only to pedestrian traffic.

V. LOOSE SOIL MITIGATION:

To mitigate the effects of the loose near surface soil conditions, the following measures are recommended:

1. Any existing loose soil within the proposed building envelopes and extending a minimum of five feet in all directions outside of the proposed building foundations shall be recompact **as necessary** to 90 percent relative compaction at the direction of Soil Surveys Group, Inc. prior to placing any additional building pad fill or finishing the building pad subgrade. Soil Surveys Group, Inc. shall determine the depth (depths vary from one foot to nine feet near the north end of site) of recompaction, within the building perimeters.
2. Roof and site rain water should be directed away from the proposed building foundations. Rainfall runoff must not be allowed to collect or flow in a downslope direction against any building foundations.
3. Soil Surveys Group, Inc. shall be retained to inspect and test the recompaction of all loose soil and engineered fill within the building pad perimeters and shall inspect and approve foundation and footing excavations for soil bearing conditions. Soil Surveys Group, Inc. shall also inspect and approve the subgrade below concrete floor slabs-on-grade prior to placement of reinforcing steel and the installation of all roof and site drainage facilities.

VI. SURFACE AND SUBSURFACE DRAINAGE AND EROSION CONSIDERATIONS:

The near surface soil at the project site has the potential to erode, especially if protective vegetation is removed. Therefore, all cut and fill slopes, as well as disturbed soil areas, must be seeded with grass or landscape plants for erosion control and to prevent sloughing soil from blocking drainage patterns at the project site. Such erosion control measures shall be taken during and at completion of grading and during building construction operations.

Concentrated storm water runoff from the project site should not be allowed to discharge uncontrolled onto sloping ground. Concrete splash blocks or collector pipes shall be installed at the downspout outlets.

Suitable energy dissipation systems shall be designed where rainfall runoff is concentrated, or the drainage water should be collected and piped to an on-site storm water infiltration system, thence directed to a nearby storm drain or the street gutter. Rock energy dissipaters consisting of four inch to six inch diameter rock or rubble rip rap should be installed where rain gutter downspout pipes discharge onto soil to reduce soil erosion. The building sites, new pavement areas, and ground adjacent to the new buildings and any existing buildings shall be graded so that rainfall runoff does not become trapped or flow against any part of any building foundations.

The boring logs do not indicate the need for a subsurface drain system. However, the Geotechnical engineer may recommend a system of subsurface drains should wet subsurface soil conditions be encountered during site preparation or excavations for the new building foundations.

VII. INFILTRATION TEST RESULTS:

In preparation for infiltration testing, Borings I-1, was prepared by placing 3-inch i.d. perforated pipe and filling the space between the pipe and the boring sidewall with ½ -inch drain rock up to ground surface. Following the procedures outlined in “*Native Soil Assessment for Small Infiltration-Based Stormwater Control Measures*” (Shallenberger et al, 2013), the boring was kept filled to constant level from the reading point (R.P.) for a period of 30 minutes. Water levels were then recorded using a Solinst water level meter at two to sixteen minute intervals for a period of two hours, refilling when necessary. The infiltration test log is available in Appendix B and the results are summarized below:

Boring	Depth (Feet)	Infiltration Rate (inch/hour)	Infiltration Rate (Minutes/Inch)	Design Infiltration Rate (inch/hour)
I-1	9.61	11.52	5.21	5.35

VIII. RECOMMENDED SPECIFICATIONS:

A. GRADING:

The building pads, extending a minimum of five feet in each direction past new foundation footings shall be cleared and grubbed of all surface vegetation, demolition debris, and organic topsoil before recompacting the original ground, placing engineered fill or finishing the subgrade for the new building pads. On site surface or subsurface grass, roots, deleterious material, or brush (if any) within the new building pad areas shall be removed. Soil Surveys Group, Inc. should determine the amount of subexcavation necessary after clearing and grubbing are completed (depths of at least 6.5 feet are anticipated). Subexcavated soil shall then be backfilled in eight inch loose lifts and recompacted to 90 percent relative compaction, prior to placing engineered fill or finishing subgrade for the new building pads.

Any new cut and fill slopes shall be 2:1 or flatter unless retained. The native soil is suitable to be used as engineered fill provided any organics or debris are first removed from the soil to be used as fill. Any native soil used for fill, or any imported fill soil for the new building pads shall be compacted to at least 90 percent relative compaction, and any cut portions of a new building pad, if located within both cut and fill, shall be subexcavated a minimum of two feet, backfilled in eight inch loose lifts and recompacted to a minimum of 90 percent relative compaction. *Grading, filling,*

compaction operations and foundation excavations shall be inspected and tested by Soil Surveys Group, Inc.

B. COMPACTION:

Laboratory soils compaction test method shall be *A.S.T.M. D 1557-09*. Subgrade in existing soil beneath the new building pads shall be compacted to 90 percent relative compaction unless waived by the Geotechnical engineer. Subgrade soil below any new pavement shall be compacted to 95 percent relative compaction, and aggregate base beneath new pavement shall also be compacted to 95 percent relative compaction. Any imported sandy soil fill placed for the new building pads shall be compacted to a minimum of 95 percent relative compaction.

C. CONCRETE FLOOR SLABS-ON-GRADE:

Subgrade in recompacted soil under any concrete floor slab-on-grade shall be brought to at least 2% over optimum moisture prior to placing native or imported sandy soil fill, prior to placing the capillary break rock and moisture proof barrier or prior to pouring concrete. We recommend that a capillary break consisting of:

- a mat of clean, open graded rock, four inches thick, placed over finished soil subgrade
- a minimum 15 mil. water-proof membrane (such as Stego, Moistop or equal) placed over the open graded rock
- two inches of clean, moistened sand shall be placed between the water-proof membrane and the bottom of the floor slab. The moistened sand will help protect the membrane and will assist in equalizing the concrete curing rate to minimize shrinkage cracking.

Class 2 Aggregate Base or sand shall not be used as the capillary break material. Capillary break material shall comply with and be installed according to the following:

1. MATERIAL:

The mineral aggregate for use under the floor slabs shall consist of broken stone, crushed or uncrushed gravel, quarry waste, or a combination of the above. The aggregate shall be free of adobe, vegetable matter, loam, volcanic tuff and other deleterious materials. It shall be of such quality that the absorption of water in a saturated, surface dry condition does not exceed 3% of the oven dry weight of the sample.

2. GRADING:

The mineral aggregate shall be of such size that the percentage composition by dry weight as determined by laboratory sieves (U.S. Sieves) will conform to the following grading:

Sieve Size	Percentage Passing Sieve
$\frac{3}{8}$ " to $\frac{1}{2}$ "	100
No. 4	0-10
No. 200	0-2

3. PLACING:

Subgrade, upon which aggregate base, gravel or crushed rock is to be placed, shall be prepared by removing grass and roots. Where loose topsoil is present, it shall be removed and cleaned of debris and recompacted to 90 percent of maximum density.

4. THICKNESS AND STRENGTH:

Concrete slabs should be at least five inches thick. Concrete shall be five sack minimum (5.5 sack if pumped) and shall achieve a 28 day compressive strength of at least 2500 p.s.i., or as specified by the project engineer.

5. REINFORCEMENT:

Concrete slabs-on-grade shall be reinforced with a minimum of #3 steel reinforcement bars spaced 16 inches on center, each way or #4 steel reinforcement bars spaced 30 inches on center, each way and shall be bent a minimum of eight-inches into the perimeter footings.

D. UTILITY TRENCH BACKFILL:

All new on-site utility trenches shall be backfilled with a clean sand having a sand equivalent of 30 or higher. A two feet thick plug of compacted, **clayey soil backfill** or lean concrete shall be required around the pipe or conduit at places where utility trenches intersect the building perimeter. All trench backfill of imported clean sand or clean native sand shall be compacted to 95 percent relative compaction at all locations. Clean native sand shall be approved by Soil Surveys Group, Inc. prior to using for trench backfill.

E. PAVEMENT DESIGN CRITERIA:

An R-Value Test was taken from a nearby site. The resistance (R-Value) value of the representative test sample is 70. The following are the pavement and baserock thickness recommendations for different traffic indexes:

Traffic Index (T.I.)	Thickness of Hot Mix Asphalt (HMA) (ft)	Aggregate Baserock (ft)
5	0.20 (2.5")	0.42 (5.0")
6	0.25 (3.0")	0.5 (6.0")
7	0.35 (4.0")	0.5 (6.0")

The underlying soil subgrade shall be proof rolled and recompactd (if necessary) to a minimum of 95 percent relative compaction. Soil Surveys Group, Inc. shall test and approve the finished soil subgrade and finished subgrade of Class 2 Aggregate Base.

IX. GEOLOGIC AND SEISMIC CONSIDERATIONS:

Monterey County is in a seismically active area of the state of California. The following table provides a list of faults that could potentially produce an earthquake that could impact the project site:

Fault Name	Approximate Distance to Site	Orientation from Site	Data Source
Seaside Fault (Concealed)	0.51 km	Southwest	Clark and others, 1997
Ord Terrace Fault (Concealed)	0.74 km	Northeast	Clark and others, 1997
Chupines Fault (Concealed)	1.63 km	Southwest	Clark and others, 1997

Fault Name	Approximate Distance to Site	Orientation from Site	Data Source
Navy Fault (Concealed)	3.4 km	Southwest	Clark and others, 1997
Monterey Bay-Tularcitos	3.5 km	Southwest	Uniform Building Code, 1997
Rinconada	10.0 km	Northeast	Uniform Building Code, 1997
San Gregorio (Sur Region)	17.0 km	Southwest	Uniform Building Code, 1997
San Andreas Creeping Section (Pajaro)	22.5 km	Northeast	Uniform Building Code, 1997
Zayante -Vergeles	30.0 km	Northeast	Uniform Building Code, 1997
San Andreas (Pajaro)	37.0 km	Northeast	Uniform Building Code, 1997

The proposed new commercial complex buildings and any future building additions must be designed in strict compliance with the 2016 California Building Code to help withstand such seismically generated ground accelerations for a reasonably expected duration without suffering major damage.

The following are the project site coordinates and the seismic design criteria/coefficients per the requirements of the 2016 California Building Code (CBC):

Site Class	Latitude	Longitude	S _s	S ₁	F _a	F _v
D	36.61814°	-121.84238°	1.484	0.537	1.00	1.50

Frame and semi-rigid structures with proper strengthening connections and hold-down fasteners (where needed) are recommended for the project buildings and any future building additions. With proper design parameters, seismic damage to the buildings can be mitigated for major earthquakes centered near the project area.

Surface rupture, liquefaction, lurch cracking, lateral spreading, and differential settlement are seismic hazards that must be considered at the project site. Surface rupture usually occurs along fault lines, and no known faults have been mapped through the project site. Therefore, the potential for surface rupture or lurch cracking is considered to be low.

Liquefaction and lateral spreading tend to occur in loose, fine saturated sands and in places where the liquefied soils can move toward a free face (e.g. a cliff or ravine). The deeper soil underlying the project site are typically dense to very dense, slightly silty to silty, fine to coarse grained sands. No free groundwater was encountered in the borings to a maximum depth explored of 25.71 feet. Considering the dense to very dense, slightly silty to silty, fine to coarse grained sands and the lack of free groundwater at the project site, the potential risk for occurrence of damaging liquefaction or lateral spreading is considered to be low during a strong seismic event.

Differential compaction and settlement occur generally in loose, granular or unconsolidated semi-cohesive soils during severe ground vibration. In our opinion, the risk for differential compaction and settlement

during a major seismic event is considered to be low, provided that any loose near surface soil within the building pad areas are recompacted as recommended herein.

X. UNFORESEEN OR UNUSUAL CONDITIONS:

If any unforeseen or unsuitable soil conditions are found during site grading or construction of the new commercial complex buildings, the Geotechnical engineer shall be notified immediately so that remedial action can be taken. Such unsuitable conditions could be:

1. Wet, soft or unsuitable pockets of sandy or clayey soil within the proposed building sites.
2. Expansive clayey soil within the building pad areas.
3. Soil with a high organic content at the finished subgrade of the building pads.
4. Any other unforeseen conditions that would require remedial action by the Geotechnical engineer, project engineer, architect or contractor.

XI. CONCLUSIONS AND RECOMMENDATIONS:

From our field observations, analysis of the test data, and knowledge of the general area soils, the following are concluded:

1. The project soil conditions are suitable for the proposed new commercial complex buildings provided any loose near surface soil is subexcavated (up to ten feet) and recompacted prior to excavating for the new building foundations or finishing the subgrade of the building pads as recommended in Sections V and VIII herein.
2. Design criteria for a spread footing foundation system for the project buildings are provided in Section IV and V. Design criteria for concrete slabs-on-grade are provided in Sections IV, V and VIII herein.
3. The lack of near surface, wet subsurface soil conditions in the test borings indicates that a subsurface drain system will not be required. Surface storm water runoff should be carefully controlled around the proposed buildings to provide **positive drainage away** from building foundations as discussed in Section VI herein.
4. Infiltration test results are provided in Section VII herein. The results are based on a two hour percolation test conducted in one test boring, at an approximate depth of 10 feet.
5. The Geotechnical engineer should review the building and site grading plans for compliance with the recommendations herein and may provide additional specific recommendations for surface or subsurface drainage. The Geotechnical engineer shall inspect and approve all new foundation footing excavations.
6. Grading and compaction specifications and specifications for a new concrete floor slab-on-grade are provided in Section VIII herein.

7. Seismic considerations are discussed, and geoseismic design coefficients are provided in Section IX herein per the 2016 CBC. The potential for damaging earthquake related liquefaction and lateral spreading is considered to be low at the project site.

XII. LIMITATIONS:

This report necessarily assumes that the subsurface conditions are as found in the test borings. It should be recognized that the soil conditions described in this report are based on six spaced borings. It must be understood that subsurface soil conditions can vary between borings and from site to site. If any unusual soil conditions are found during grading, installation of underground utilities, or building construction, Soil Surveys Group, Inc. should be notified immediately so that remedial action can be taken (see Section X).

This report is issued with the understanding that it is the responsibility of the Owner or his representative to ensure that the applicable provisions of the recommendations contained herein are incorporated into the plans and specifications and that the necessary steps are taken to see that contractors and subcontractors carry out such provisions in the field. The use of this report, its contents or any part thereof, by a party or its agents, other than Mr. Peter Taormina, his engineer, architect, contractor, or designated agents, is hereby disallowed unless specific permission is given to do so by Soil Surveys Group, Inc. This investigation and report were prepared with the understanding that a new commercial complex is to be constructed at the project site as shown on the Figure II map enclosed herein. The use of this report, boring logs, infiltration log, and laboratory test data shall be restricted to the original use for which they were prepared, and publication by any method, in whole or in part, is prohibited without the written consent of Soil Surveys Group, Inc. Title to the designs remains with Soil Surveys Group, Inc. without prejudice. Visual contact with these drawings constitutes prima facie evidence of the acceptance of these restrictions.

Soil Surveys Group, Inc. will not take responsibility for or assume any liability for the recommendations made in this report unless Soil Surveys Group, Inc. performs the field inspections and testing mentioned herein.

The findings and recommendations of this report are considered valid at the present date. However changes in the property conditions can occur with the passage of time on this or adjacent properties, whether due to natural processes or the works of man. Therefore the findings of this report shall be considered valid for a period of not more than three years without being reviewed and updated by Soil Surveys Group, Inc.



BASE: U.S. Geological Survey, Seaside
7.5' Quadrangles, Carmel Valley, CA

FIGURE I: VICINITY MAP

SCALE
1" = 2000'

By: Soil Surveys Group, Inc.
103 Church Street
Salinas, CA 93901
831-757-2172

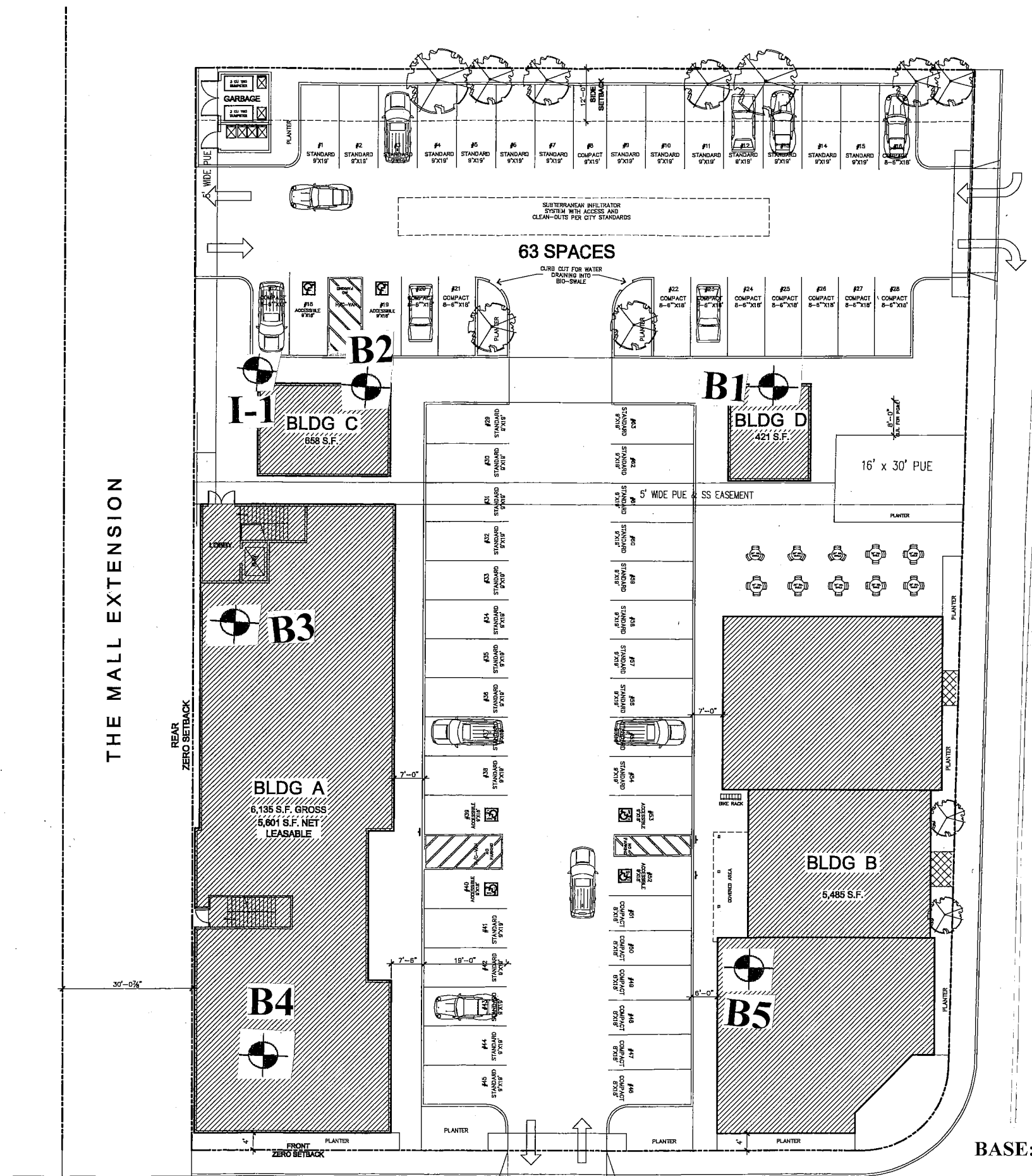


FIGURE II



Boring Locations (approx.)

By: Soil Surveys Group, Inc.
 103 Church Street
 Salinas, CA 93901
 ph. 831-757-2172
 fax 831-755-7330
 email: info@soilsurveys.net

NO SCALE

BASE:

1000 Playa Avenue, Seaside
 APN 011-524-009 and -004
 Site Plan by James Newhall Smith Architect, Inc, March 2017 - Job #6910

APPENDIX A

BORING LOGS

PRIMARY DIVISIONS			GROUP SYMBOL	SECONDARY DIVISIONS
COARSE GRAINED SOILS MORE THAN HALF OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVELS MORE THAN HALF OF COARSE FRACTION IS LARGER THAN NO. 4 SIEVE	CLEAN GRAVELS (LESS THAN 5% FINES)	GW	Well graded gravels, gravel-sand mixtures, little or no fines.
			GP	Poorly graded gravels or gravel-sand mixtures, little or no fines.
		GRAVEL WITH FINES	GM	Silty gravels, gravel-sand-silt mixtures, non-plastic fines
			GC	Clayey gravels, gravel-sand-clay mixtures, plastic fines.
	SANDS MORE THAN HALF OF COARSE FRACTION IS SMALLER THAN NO. 4 SIEVE	CLEAN SANDS (LESS THAN 5% FINES)	SW	Well graded sands, gravelly sands, little or no fines.
			SP	Poorly graded sands or gravelly sands, little or no fines.
		SANDS WITH FINES	SM	Silty sands, sand-silt mixtures, non-plastic fines.
			SC	Clayey sands, sand-clay mixtures, plastic fines.
FINE GRAINED SOILS MORE THAN HALF OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS LIQUID LIMIT IS LESS THAN 50%		ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity.
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.
			OL	Organic silts and organic silty clays of low plasticity.
	SILTS AND CLAYS LIQUID LIMIT IS GREATER THAN 50%		MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
			CH	Inorganic clays of high plasticity, fat clays.
			OH	Organic clays of medium to high plasticity, organic silts.
			HIGHLY ORGANIC SOILS	

GRAIN SIZES

U.S. STANDARD SERIES SIEVE

CLEAR SQUARE SIEVE OPENINGS

200

40

10

4

3/4"

3"

12"

SILTS AND CLAYS	SAND			GRAVEL		COBBLES	BOULDERS
	FINE	MEDIUM	COARSE	FINE	COARSE		

RELATIVE DENSITY

SANDS AND GRAVELS	BLOWS/FT*
VERY LOOSE	0 - 4
LOOSE	4-10
MEDIUM DENSE	10 - 30
DENSE	30 - 50
VERY DENSE	OVER 50

CONSISTENCY

SILTS AND CLAYS	STRENGTH**	BLOWS/FT*
VERY SOFT	0 - 1/4	0 - 2
SOFT	1/4 - 1/2	2 - 4
FIRM	1/2 - 1	4 - 8
STIFF	1 - 2	8 - 16
VERY STIFF	2 - 4	16 - 32
HARD	OVER 4	OVER 32

*Number of blows of 140 pound hammer falling 30 inches to drive a 2 inch O.D. (1 3/8 inch I.D.) split spoon (ASTM D-1586)

**Unconfined compressive strength in tons/ft² as determined by laboratory testing or approximated by the standard penetration test (ASTM D-1586), pocket penetrometer, torvane, or visual observation

FIGURE NO. KEY TO LOGS

EXPLORATION DRILL LOG						HOLE NO. B-1			
PROJECT Taormina, 1000 Playa Avenue, Seaside		Job #6910		DATE 7.5.17		LOGGED BY JG			
DRILL RIG Central Coast B-53		HOLE DIA. 5"		SAMPLER Terzaghi Split Spoon (SPT)					
GROUNDWATER DEPTH:		INITIAL ---		FINAL ---		HOLE ELEV. 20'			
DESCRIPTION	SOIL TYPE	DEPTH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (pcf)	WATER CONTENT %	LIQUID LIMIT	PLASTIC LIMIT	POCKET PEN. (tsf)
2"AC/ 4" yellow tan Class 2 Aggregate Baserock	AC/GP								
Dark brown silty fine to medium grained SAND; slightly moist	SM	1							
Dark reddish tan, silty fine to medium grained SAND; moist, medium dense	SM		SPT						
		2							
			XXX	15	106.4	3.4	n/p	n/p	---
		3							
Yellow tan slightly silty fine to coarse grained SAND; slightly moist, medium dense	SP/SM		SPT						
		4							
			XXX	19	106.0	3.4			---
		5							
Light yellowish tan fine to coarse grained SAND; slightly moist, medium dense	SP		SPT						
		6							
			XXX	24	104.3	3.3			---
		7							
		8							
		9							
		10							
Yellow light reddish tan, fine to coarse grained SAND; slightly moist, moist, dense to very dense	SP		SPT						
		11							
			XXX	50	106.3	4.2			---
		12							
		13							
		14							
		15							
Reddish-yellow light tan dark gray, fine to coarse grained SAND; slightly moist, very dense	SP		SPT						
		16							
			XXX	65	110.0	3.2			---
		17							
		18							
		19							
Same	SP	20							
DEPTH 25.71'		SOIL SURVEYS GROUP, INC.							

EXPLORATION DRILL LOG						HOLE NO. B-1 CONTINUED			
DESCRIPTION	SOIL TYPE	DEPTH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (pcf)	WATER CONTENT %	LIQUID LIMIT	PLASTIC LIMIT	POCKET PEN. (tsf)
Reddish-yellow dark gray fine to coarse grained	SP		SPT						
SAND; slightly moist; very dense (hole sloughed to 2.5')		21	XXX	71/11.5"	121.4	3.8			---
		22							
		23							
		24							
		25							
Light yellow-tan, dark gray fine to coarse grained	SP		SPT						
SAND; slightly moist; very dense. Bottom of @ 25.71'	SP	26	XXX	67/8.5"	109.4	4.6			---
		27							
		28							
		29							
		30							
		31							
		32							
		33							
		34							
		35							
		36							
		37							
		38							
		39							
		40							
		41							
		42							
DEPTH 25.71' Job #6910 SOIL SURVEYS GROUP, INC.									

EXPLORATION DRILL LOG						HOLE NO. B-2			
PROJECT Taormina, 1000 Playa Avenue, Seaside		Job #6910		DATE 7.5.17		LOGGED BY JG			
DRILL RIG Central Coast B-53		HOLE DIA. 5"		SAMPLER Terzaghi Split Spoon (SPT) + 2.5" Cal					
GROUNDWATER DEPTH:		INITIAL ---		FINAL ---		HOLE ELEV. ---			
DESCRIPTION	SOIL TYPE	DEPTH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (pcf)	WATER CONTENT %	LIQUID LIMIT	PLASTIC LIMIT	POCKET PEN. (tsf)
2" AC over 4" yellow Class 2 Aggregate Baserock	AC/GW								
Dark brown silty fine grained SAND with organics; slightly moist, medium dense	SM	1							
		2	SPT						
		3	XXX	14	96.0	4.7			--
Light yellow-tan fine grained SAND with trace silt; slightly moist, medium dense	SP/SM	4	2.5" Cal.						
		4	XXX	17(10)	101.1	3.6			---
		5	XXX	23(14)	98.4	3.4			0.75
Light yellowish-tan, fine to coarse grained SAND; slightly moist, medium dense to dense	SP	6	SPT						
		7	XXX	30	104.7	3.6			--
		8							
		9							
		10							
Light yellowish tan fine to medium grained SAND; slightly moist, dense	SP	11	SPT						
		12	XXX	42	96.1	1.9			---
		13							
		14							
		15							
Light yellowish tan fine to medium grained SAND; slightly moist, dense	SP	16	SPT						
		17	XXX	41	103.0	2.8			---
		18							
Light yellowish fine to coarse grained SAND; slightly moist, very dense. Bottom of boring @19.5'	SP	19	SPT						
	SP	20	XXX	73	106.8	4.7			---

DEPTH 19.5'

SOIL SURVEYS GROUP, INC.

EXPLORATION DRILL LOG						HOLE NO. B-3			
PROJECT Taormina, 1000 Playa Avenue, Seaside		Job #6910		DATE 7.5.17		LOGGED BY JG			
DRILL RIG Central Coast B-53		HOLE DIA. 5"		SAMPLER Terzaghi Split Spoon (SPT)					
GROUNDWATER DEPTH:		INITIAL ---		FINAL ---		HOLE ELEV. 10'			
DESCRIPTION	SOIL TYPE	DEPTH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (pcf)	WATER CONTENT %	LIQUID LIMIT	PLASTIC LIMIT	POCKET PEN. (tsf)
2" AC over 5" baserock	AC/AB								
Dark reddish brown silty fine to medium grained SAND with organics; slightly moist, medium dense	SM	1	SPT						
Yellowish-tan slightly silty fine to medium grained SAND; slightly moist, medium dense	SM	2	XXX	12	102.7	3.8	n/p	n/p	---
		3							
Light yellowish-tan fine to medium grained SAND; slightly moist, medium dense	SM/SP	4	SPT						
		5	XXX	16	107.7	3.9			---
Light yellowish tan fine to medium grained SAND; slightly moist, medium dense	SP	6	SPT						
		7	XXX	19	94.8	2.6			---
		8							
		9							
		10							
Reddish-yellow, white dark gray fine to coarse grained SAND with subrounded to subangular coarse gravels; slightly moist, dense	SP	11	SPT						
		12	XXX	32	105.2	1.9			---
		13							
		14							
		15							
Light reddish-yellow, white, light and dark gray fine to coarse grained SAND; slightly moist, very dense	SP	16	SPT						
		17	XXX	69	112.0	2.9			---
		18							
Light yellow-red, white, dark gray, fine to coarse grained SAND; slightly moist, very dense. Bottom of boring @19.5'	SP	19	SPT						
	SP	20	XXX	78	107.2	3.3			---

DEPTH 19.5'

SOIL SURVEYS GROUP, INC.

EXPLORATION DRILL LOG						HOLE NO. B-4			
PROJECT Taormina, 1000 Playa Avenue, Seaside		Job #6910		DATE 7.5.17		LOGGED BY JG			
DRILL RIG Central Coast B-53		HOLE DIA. 5"		SAMPLER Terzaghi Split Spoon (SPT)					
GROUNDWATER DEPTH:		INITIAL ---		FINAL ---		HOLE ELEV. ---			
DESCRIPTION	SOIL TYPE	DEPTH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (pcf)	WATER CONTENT %	LIQUID LIMIT	PLASTIC LIMIT	POCKET PEN. (tsf)
3" AC/ 4" gray-tan Class 2 Aggregate Baserock	AC/AB								
		1							
Light tan silty fine to medium grained SAND; slightly moist, very loose to loose		2	SPT						
			XXX	4	86.2	2.2			---
Dark brown silty, fine to coarse grained SAND with organics; slightly moist, loose	SM	3	SPT						
		4							
			XXX	9	110.7	4.0	n/p	n/p	0.5
		5							
Dark brown silty fine to medium grained SAND with organics; slightly moist, loose	SM	6	SPT						
			XXX	6	101.9	3.9			---
		7							
		8							
		9							
		10							
Dark brown silty fine to medium grained SAND; slightly moist, very dense	SM	11	SPT	50/6"	97.9	4.8			---
		12							
		13							
		14							
(Color change to light yellowish-tan)									
Light yellowish tan fine to coarse grained SAND; slightly moist, dense	SP	15	SPT						
		16	XXX	42	97.4	1.7			---
		17							
		18							
Light yellowish-tan-reddish, white, dark gray, fine to coarse grained subangular SAND; slightly moist, very dense. Bottom of boring @ 20'	SP	19	SPT						
	SP	20	XXX	53	116.9	1.5			---

DEPTH 20'

SOIL SURVEYS GROUP, INC.

EXPLORATION DRILL LOG						HOLE NO. B-5			
PROJECT Taormina, 1000 Playa Avenue, Seaside		Job #6910		DATE 7.5.17		LOGGED BY JG			
DRILL RIG Central Coast B-53		HOLE DIA. 5"		SAMPLER Terzaghi Split Spoon (SPT)					
GROUNDWATER DEPTH:		INITIAL ---		FINAL ---		HOLE ELEV. 30'			
DESCRIPTION	SOIL TYPE	DEPTH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (pcf)	WATER CONTENT %	LIQUID LIMIT	PLASTIC LIMIT	POCKET PEN. (tsf)
3" AC over 4.25" gray Class 2 Aggregate Baserock	AC/AB								
		1							
Dark reddish brown silty fine to coarse grained SAND with organics; moist, very loose to loose	SM	2	SPT						
			XXX	4	90.6	7.1			---
		3							
Dark brown silty fine to medium grained SAND; moist, very loose	SM	4	SPT						
			XXX	3	99.4	5.4			---
		5							
Dark brown silty fine to medium grained SAND; moist, loose	SM	6	SPT						
			XXX	6	101.8	5.3			---
		7							
		8							
Color change to yellowish-tan slightly silty fine to coarse grained SAND; slightly moist, medium dense	SM/SP	9							
		10							
			SPT						
		11							
			XXX	22	105.1	2.8			---
		12							
		13							
		14							
		15							
Light yellowish tan slightly silty fine to coarse grained SAND; slightly moist, very dense	SM/SP	16	SPT						
			XXX	80	121.8	1.7	n/p	n/p	---
		17							
		18							
Same	SM	19	SPT						
Bottom of boring @ 19.46'	SM		XXX	67/11.5"	117.5	2.1			---
		20							
DEPTH 19.46'									
SOIL SURVEYS GROUP, INC.									

EXPLORATION DRILL LOG						HOLE NO. I-1			
PROJECT Taormina, 1000 Playa Avenue, Seaside		Job #6910		DATE 7.5.17		LOGGED BY JG			
DRILL RIG Central Coast B-53		HOLE DIA. 5"		SAMPLER Infiltration Test Hole					
GROUNDWATER DEPTH:		INITIAL ---		FINAL ---		HOLE ELEV. ---			
DESCRIPTION	SOIL TYPE	DEPTH	SAMPLE	BLOWS PER FOOT	DRY DENSITY (pcf)	WATER CONTENT %	LIQUID LIMIT	PLASTIC LIMIT	POCKET PEN. (tsf)
2" AC/ 3" Baserock	AC/GP								
Dark brown silty fine to medium grained SAND; slightly moist	SM	1							
	SM	2							
		3							
Light yellowish-tan, silty, fine to coarse grained SAND; slightly moist	SM/SP	4							
		5							
Light yellowish-tan, silty, fine to coarse grained SAND; slightly moist	SM/SP	6							
		7							
		8							
Light yellowish-tan, silty, fine to coarse grained SAND; slightly moist	SM/SP	9							
Bottom of boring @ 10.0'	SM/SP	10							
		11							
		12							
		13							
		14							
		15							
		16							
		17							
		18							
		19							
		20							

DEPTH 10.0'

SOIL SURVEYS GROUP, INC.

APPENDIX B

INFILTRATION TESTS

PERCOLATION TEST LOG					HOLE NO. I-1
PROJECT 1000 Playa Avenue, Seaside		Job #6910	DATE 7.5.17	TESTED BY JG	
HOLE DEPTH	INITIAL: 9.61'*	R.P.= 1.4' > 0 * = includes height of reading point			
	FINAL: 9.42'				
TIME	STATUS	ELAPSED TIME MIN.	R.P. TO WATER IN.	DROP INCHES	PERCOLATION RATE IN./HR.
1245	Refill	0	24.00	---	---
1246	Falling	1	84.24	60.24	3,614.40
1247	Falling	2	96.12	11.88	712.80
1248	Falling	3	103.20	7.08	424.80
1250	Falling	5	107.04	3.84	115.20
1252	Falling	7	109.80	2.76	82.80
1254	Falling	9	110.64	0.84	25.20
1256	Falling	11	111.12	0.48	14.40
1258	Falling	13	111.84	0.72	21.60
1300	Falling	15	112.20	0.36	10.80
1302	Falling	17	112.80	0.60	18.00
1312	Falling	27	114.00	1.20	7.20
1312	Dry/Refill	27	24.00	---	---
1318	Falling	33	102.48	78.48	784.80
1334	Falling	49	112.80	103.20	387.00
1339	Falling	54	113.88	1.08	12.96
1340	Refill	55	24.00	---	---
1348	Falling	63	105.12	81.12	608.40
1358	Falling	73	111.00	5.88	35.28
1408	Falling	83	112.92	1.92	11.52
1410	Refill	85	24.00	---	---
1423	Falling	98	108.12	84.12	388.20
1430	Falling	105	110.76	2.64	22.60
1435	Falling	110	111.96	1.20	14.40
1440	Falling	115	112.92	0.96	11.52
1442	Dry	117	113.04	0.12	3.60
FINAL PERCOLATION RATE:				11.52 INCHES/HOUR	
				5.21 MINUTES/INCH	
SOIL SURVEYS GROUP, INC.					

APPENDIX C

R-VALUE TEST FROM NEARBY PROJECT



R-value Test Report (Caltrans 301)

Job No.: 699-053	Date: 06/15/17	Initial Moisture, 5.3
Client: Soil Surveys	Tested PJ	R-value 70
Project: 5 Heitzinger Plaza - 5928-1	Reduced RU	Expansion 0 psf
Sample R-1;1 @ 1-1.5'	Checked DC	Pressure
Soil Type: Brown Silty SAND		Remarks:

Specimen Number	A	B	C	D	Remarks:
Exudation Pressure, psi	379	100	246		
Prepared Weight, grams	1200	1200	1200		
Final Water Added, grams/cc	55	65	58		
Weight of Soil & Mold, grams	3094	3154	3189		
Weight of Mold, grams	2083	2116	2106		
Height After Compaction, in.	2.45	2.47	2.58		
Moisture Content, %	10.1	11.0	10.4		
Dry Density, pcf	113.6	114.8	115.3		
Expansion Pressure, psf	0	0	0		
Stabilometer @ 1000					
Stabilometer @ 2000	29	30	32		
Turns Displacement	4.60	5.10	4.80		
R-value	70	67	69		

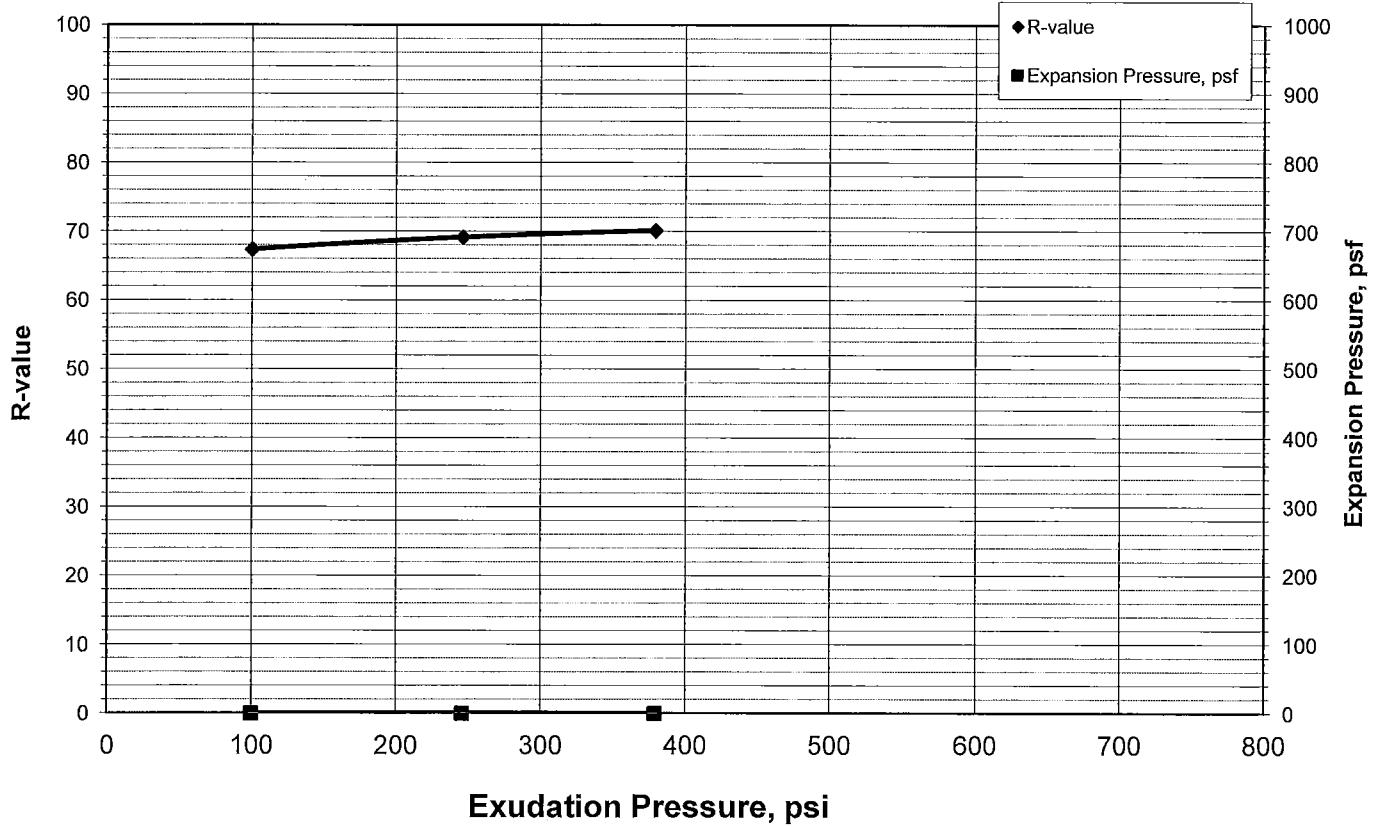


EXHIBIT “B”

Operations and Maintenance Plan

American Legion

1000 Playa Avenue

The general manager and/or the person(s) appointed by the general manager to maintain the storm drain facilities must familiarize themselves with the purposes, design specifications, features, and mode of operation of the storm drain system and should review the Stormwater Control Plan (in addition to this document). Maintenance supervisors and employees need to be informed of the following specific maintenance requirements for the Media Filters and Infiltration Chambers and accompanying storm drain system.

Infiltration Chambers:

At a minimum the following activities must occur to properly maintain the underground infiltration chambers (ADS Stormtech SC740, manufacturer's literature attached) :

ISOLATOR ROW INSPECTION

Regular inspection and maintenance are essential to assure a properly functioning stormwater system. Inspection is easily accomplished through the manhole or optional inspection ports of an Isolator Row. Please follow local and OSHA rules for a confined space entry. Inspection ports can allow inspection to be accomplished completely from the surface without the need for a confined space entry. Inspection ports provide visual access to the system with the use of a flashlight. A stadia rod may be inserted to determine the depth of sediment. If upon visual inspection it is found that sediment has accumulated to an average depth exceeding 3" (76 mm), cleanout is required. A StormTech Isolator Row should initially be inspected immediately after completion of the site's construction. While every effort should be made to prevent sediment from entering the system during construction, it is during this time that excess amounts of sediments are most likely to enter any stormwater system. Inspection and maintenance, if necessary, should be performed prior to passing responsibility over to the site's owner. Once in normal service, a StormTech Isolator Row should be inspected before each rainy season.

ISOLATOR ROW MAINTENANCE

JetVac maintenance is recommended if sediment has been collected to an average depth of 3" (76 mm) inside the Isolator Row. More frequent maintenance may be required to maintain minimum flow rates through the Isolator Row. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row while scouring and suspending sediments. As the nozzle is retrieved, a wave of suspended sediments is flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/ JetVac combination vehicles. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45" (1143 mm) are best. The JetVac process shall only be performed on StormTech Rows that have AASHTO class 1 woven geotextile over their foundation stone (ADS 315WTM or equal).

REM Media Filter Recommended Maintenance Procedures:

(REM Triton filters, manufacturer's literature attached)

MAINTENANCE AND INSPECTIONS:

In order to ensure proper operation, REM (Revel Environmental Manufacturing, Inc.) recommends that REM Stormwater filters be serviced and maintained when debris and pollutant accumulations exceed no more than 80% of the filter's capacity. REM recommends that the filters are inspected and serviced at a minimum of three times (3X's) per seasonal cycle year. The frequency and length of duration between inspections and maintenance may fluctuate based on specific site conditions such as local weather conditions, site use, and pollutant type and loading volume.

FILTER MEDIA REPLACEMENT:

In order to ensure proper operation, REM recommends that the FOG Media, or other specified media (such as Activated Carbon, and/or Zeolite) be replaced when the outer surface of media is no more than 50% coated with contaminants. (The surface area of REM's standard FOG media is stark white in color. The media will blacken with encapsulated contaminants over time.) It is recommended that REM media packs and Bioflex be replaced a minimum of one time (1X) per seasonal cycle year. Purchase replacement media packs from REM at (888) 526-4736 or sales@remfilters.com.

DISPOSAL:

Captured pollutant debris and spent media must be disposed of in accordance with all Federal, State, and Local Laws and Regulations.

ON-SITE PROCEDURES FOR TRITON CATCH BASIN FILTER INSERTS:

1. Secure area (proceed with traffic and pedestrian control plan).
2. Clean surface area immediately around each storm drain utilizing a stiff bristled push-broom, flat shovel or industrial vacuum.
3. Remove grate or manhole cover and set aside.
4. Inspect perimeter filter flange gasket. Confirm media cartridge is secure in the filter basin.
5. Remove debris trapped in grate slot openings.
6. Remove debris from within filter basin.
7. Pressure wash media pack through the stainless steel cartridge. (Avoid discharge by utilizing an industrial vacuum to remove excess water while pressure washing).
8. Inspect media housed inside stainless steel cartridge. Replace filter when outer surface is 50% coated with contaminants.
9. Place grate or manhole cover back on catch basin grate frame.
10. Note observations, concerns or recommendation regarding specific filter on maintenance report.

See O&M Site Plan attached for locations of site SCMs.

Each year, and at the time of any sale or other transfer of title to the Property, Owner shall provide the City a Maintenance Certificate by September 30 certifying that the SCMs have been recently inspected and are functioning in compliance with the Operation and Maintenance Plan or, if such SCMs were not in compliance with the Operation and Maintenance Plan, what measures have been taken to bring the SCMs and the maintenance thereof into compliance with the Operation and Maintenance Plan. Proof of maintenance, such as copies of completed Maintenance Matrix and/or receipts shall be included with the Maintenance Certificate

The applicant accepts responsibility for the operation and maintenance of stormwater treatment and flow-control facilities for the life of the project. Any future change or alteration, or the failure to maintain any feature described herein can result in penalties including but not limited to fines, property liens, and other actions for enforcement of a civil judgment.

Opinion of Probable Maintenance Costs

Item	Frequency	Cost
Inspect Chambers	Annually	\$575.00
Inspect Media Filters	Annually	\$650.00
Annual Certification	Annually	\$575.00
Replace Media Filters	As Required	\$2,475.00
Chamber Sediment Removal	As Required	\$2,750.00

For any questions regarding the Stormwater Control Plan or the Operations and Maintenance Plan, contact C3 Engineering, Inc. (831-647-1192 or Stormwater@C3Engineering.net)



Frank Campo, P.E. 61390

08-15-2024

Date

American Legion
Stormwater Control Measures
Operations and Maintenance Checklist
1000 Playa

Storm Drain System

Frequency	Observation	Maintenance Activity	Inspected by	Date
Once a year between Sept 1 st and Sept 30 th	Inspect the storm drain system. Look for obstructions, vegetation, debris, litter, sediment, etc. blocking the system. Check for bushes, trees, or other dense vegetation growing immediately in front of the system.	Remove obstructions, etc.		
	Observation	Maintenance Activity		
	Inspect all catch basins. Look for obstructions, vegetation, debris, litter, sediment, etc. blocking the catch basins.	Remove obstructions, etc.		
Frequency	Observation	Maintenance Activity		
Once a year prior to Sept 30 and after the first rain event producing runoff. After rain events producing over 0.5" of runoff. Every other month minimum during dry periods.	Inspect the entire storm drain system from the upstream end to the outfall, including all catch basins. Observe the flow of water. Any evidence of ponding in the catch basins indicates a blockage.	Find and remove any obstructions. Flushing may be necessary.		

Media Filters

Frequency	Observation	Maintenance Activity	Inspected by	Date
Before each rainy season and every 4 months.	Inspect media filters for debris and pollutant accumulations.	Replace media filters when pollutant accumulations exceed more than 50% of the filter's capacity.		

Infiltration Chambers

Frequency	Observation	Maintenance Activity	Inspected by	Date
Before each rainy season.	Inspect isolator row for accumulated sediment.	Remove accumulated sediment when it exceeds 3" in depth.		

EXHIBIT "A"

Legal Description of Adjusted Lot 8, Block 101

That certain real property situated in the City of Seaside, County of Monterey, State of California, described as follows:

Lot 8 and the southerly 38.94 feet of Lot 6, Block 101, as shown on that certain map entitled, "Amended Official Map, Gateway Redevelopment Project, filed for record February 22, 1971, in Volume 10 of Maps of Cities and Towns at Page 52, records of Monterey County, California.



Exhibit C

City of Seaside
Stormwater Management Facilities
Annual Maintenance Certificate

For
American Legion
Stormwater Control Measures
Operations and Maintenance Plan
(1000 Playa, Seaside, CA 93955)

I, _____ certify that the stormwater management facilities at the
(Print Name)

American Legion Facilities at 1000 Playa, including the stormwater site design measures, treatment measures and source control measures have been properly operated and maintained during the preceding year, and have been inspected during a period beginning on September 1 and ending no later than September 30 and repaired as necessary to ensure continued proper operation. (Attach copies of any maintenance records and/or receipts, if applicable)

Signature

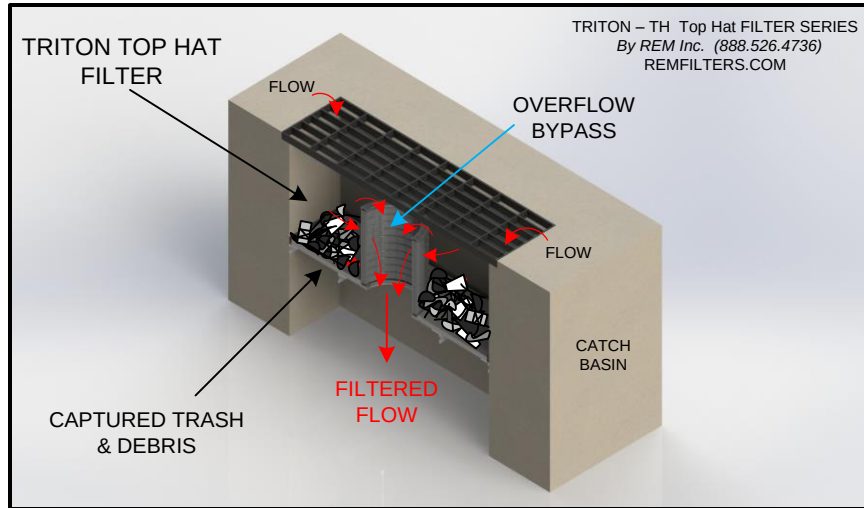
Date

Title

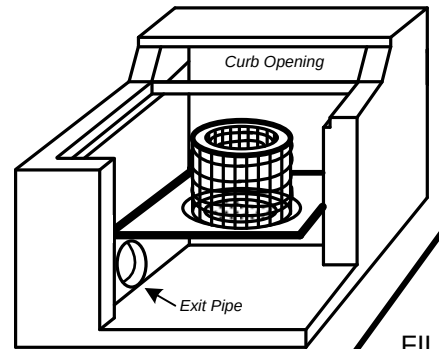
This Certificate shall be submitted to the City of Seaside no later than October 1 annually. Pursuant to City of Seaside Municipal Code, the City Engineer or designee maintains the authority, whenever reasonably necessary, to make an inspection, make copies of related records, take water samples and perform any testing necessary to enforce any provision of the Storm Water Management Ordinance.

REM's TRITON – TH (Top Hat) Series

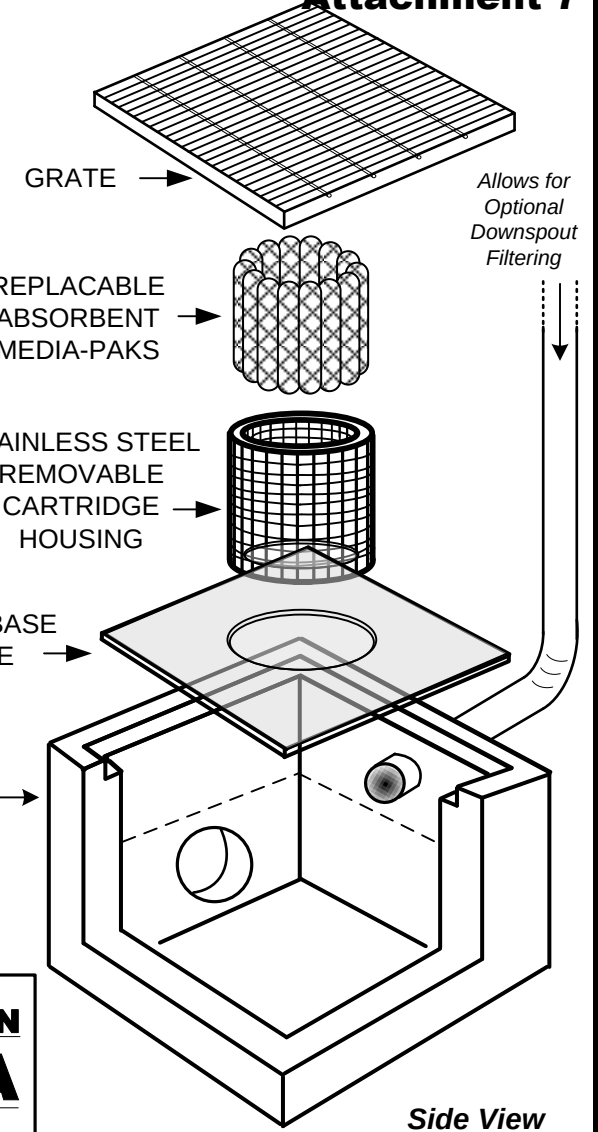
REM designed the TRITON -TH (Top Hat) Filter Series to provide a highly adaptable solution that allows the flexibility to maximize the filter treatment flow rate and pollutant debris capturing capacity. The TRITON -TH filter may be installed during new construction or retrofitted in existing catch basin infrastructure. Sized to spec or modified in the field for drains with unusual dimensions and/or unique frame & grates. Filter media cartridges are easily removed during maintenance. Media strategy may be optimized for specific pollutant concerns.



Shown with a Combination Curb/ Grated Catch Basin

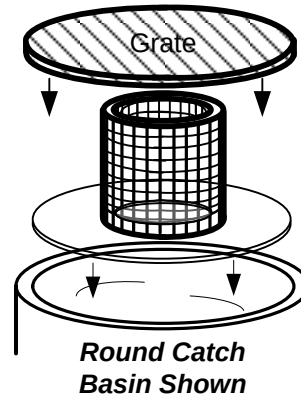


Attachment 7



Notes:

- The TRITON - TH Series Filters may be customized in the field to fit catch basins with irregular dimensions or unusual frame and grate types. REM also designs custom filters for unique storm water infrastructures and applications.
- Base plates are constructed using High Density Polyethylene Plastic (HDPE).
- Filter cartridge housings are constructed utilizing Type 304 Stainless Steel, with 2" welded square openings.
- Removable cartridge tops are constructed utilizing over 80% recycled ABS Plastic.
- REM TRITON replacement Filter Media Packs are charged with REM FOG media an expanded volcanic ash medium treated to be highly hydrophobic housed in a durable geo-textile perforated polypropylene woven fabric. REM FOG media effectively encapsulates liquefied petroleum hydrocarbons (Fats, Oils & Grease including animal fats). The media's hydrophobic characteristic allows for greater polishing of flow resulting in the reduction of Total Suspended Solids (TSS). Suspended solid reduction includes but is not limited to debris, trash, silt sediment and agglomerated heavy metals. (Additional media options are available including mixed blends of granulated carbon [AC] and Zeolite [ZEO].
- REM TRITON filter cartridges are removable for ease of cleaning and maintenance.
- Filter designs include a high flow overflow bypass to eliminate pooling or flooding during heavy rain events.
- See our Specifier Sheet for sizes, models and flow rate information.
- Maintenance information and replacement REM Media Packs are available upon request by contacting REM at sales@remfilters.com or (888) 526-4736.
- Made in the USA.



Cartridge Diameter size may vary by catch basin. Taller cartridge options provide greater volume capacity and increased treatment rates.

MADE IN USA

THE DESIGN AND DETAIL OF THIS DRAWING IS THE PROPERTY OF REM INC. AND IS NOT TO BE USED EXCEPT IN CONNECTION WITH OUR WORK, DESIGN AND INVENTION RIGHTS ARE RESERVED.

U.S. Patent Number:
6,217,757

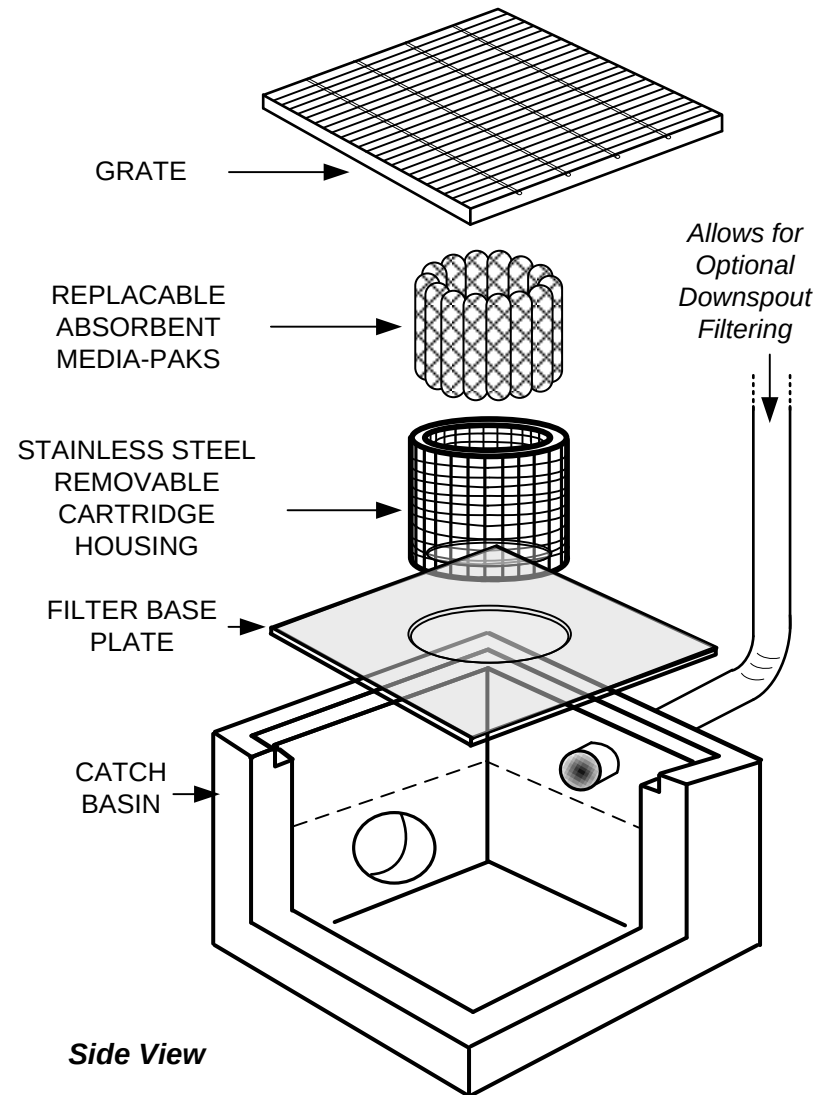
PH: (888) 526-4736

DIMENSIONS ARE IN INCHES
UNLESS OTHERWISE NOTED.

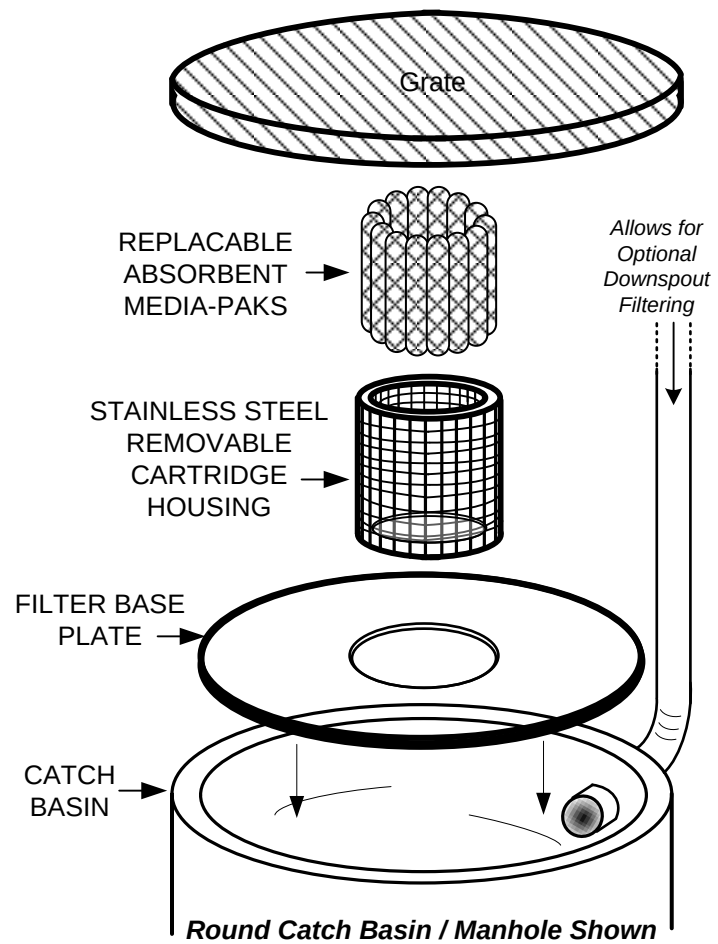
REM Inc.

TRITON TOP HAT SERIES
(Top-Hat Cartridge System)

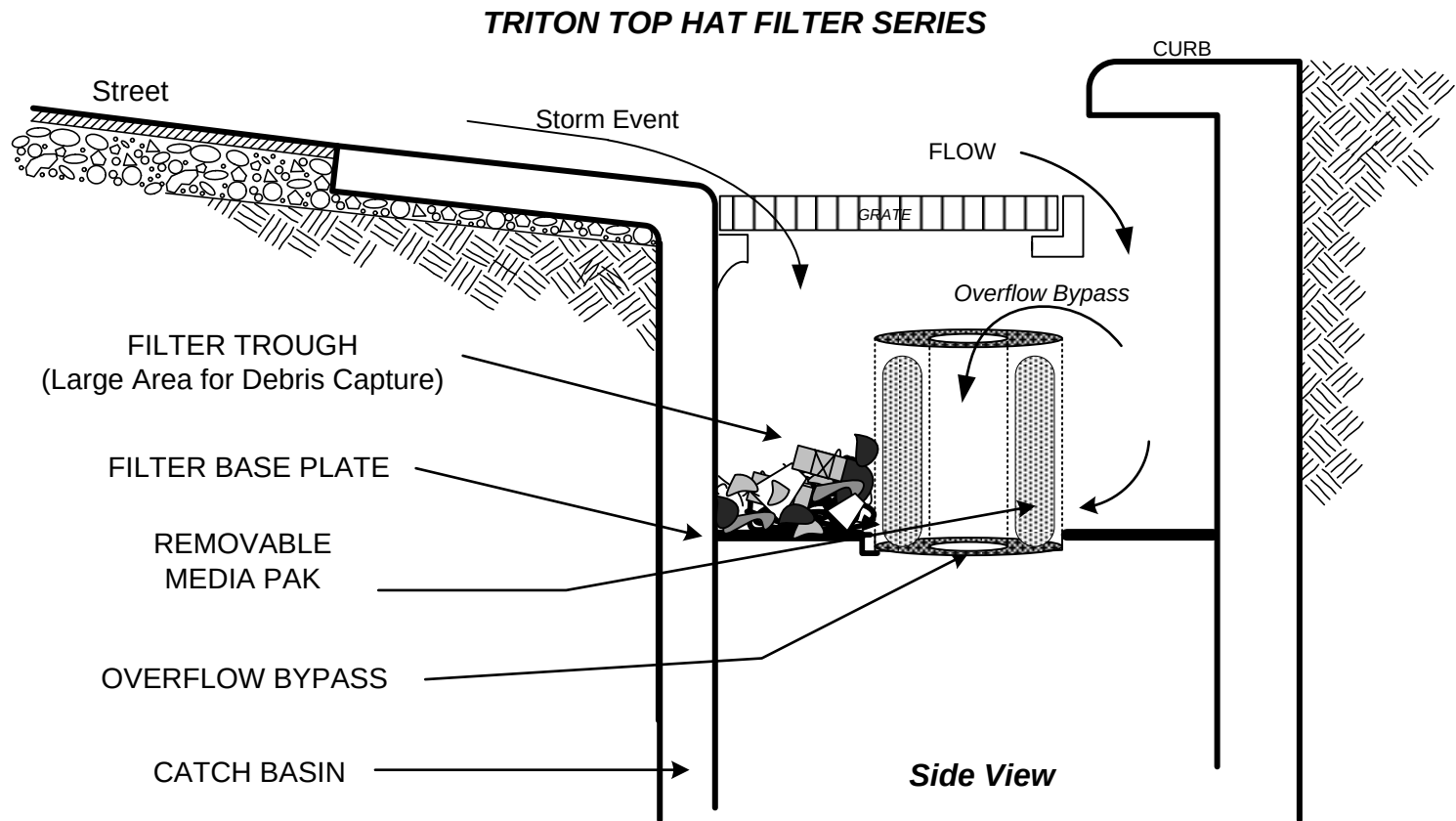
SCALE	DRAWN BY:	FOR:	REV
1/4 : 1	C.F.	Drop Inlet Combinations	
DATE: 3/3/2013			1 OF 1



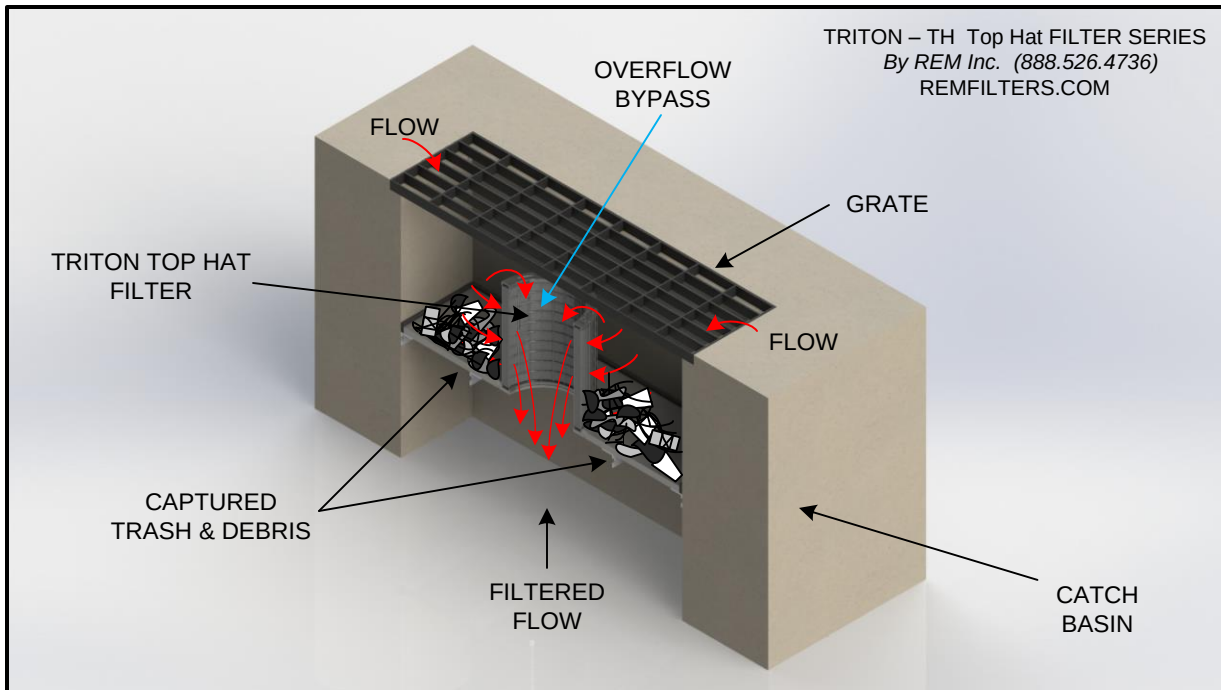
TRITON - TOP HAT SERIES FILTERS
By REM Inc. (888.526.4736)
www.remfilters.com

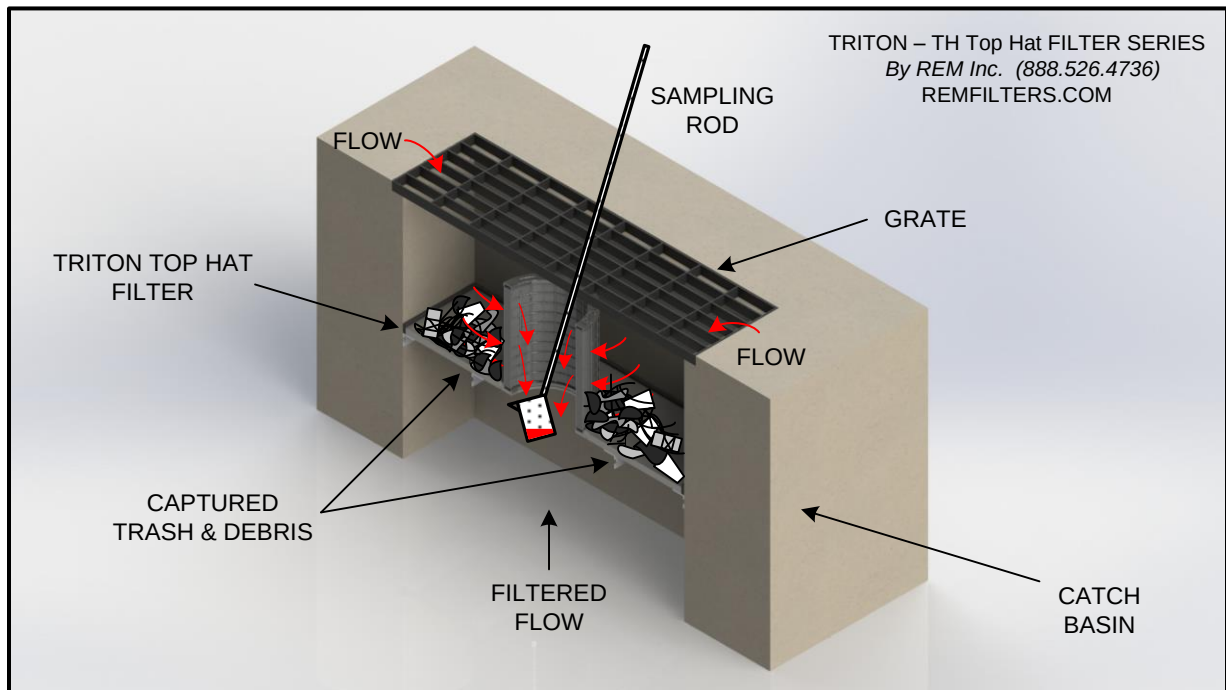


TRITON – TOP HAT SERIES FILTERS
By REM Inc. (888.526.4736)
www.remfilters.com



TRITON – TOP HAT SERIES FILTERS
By REM Inc. (888.526.4736)
www.remfilters.com





TRITON TOP HAT SERIES FILTERS

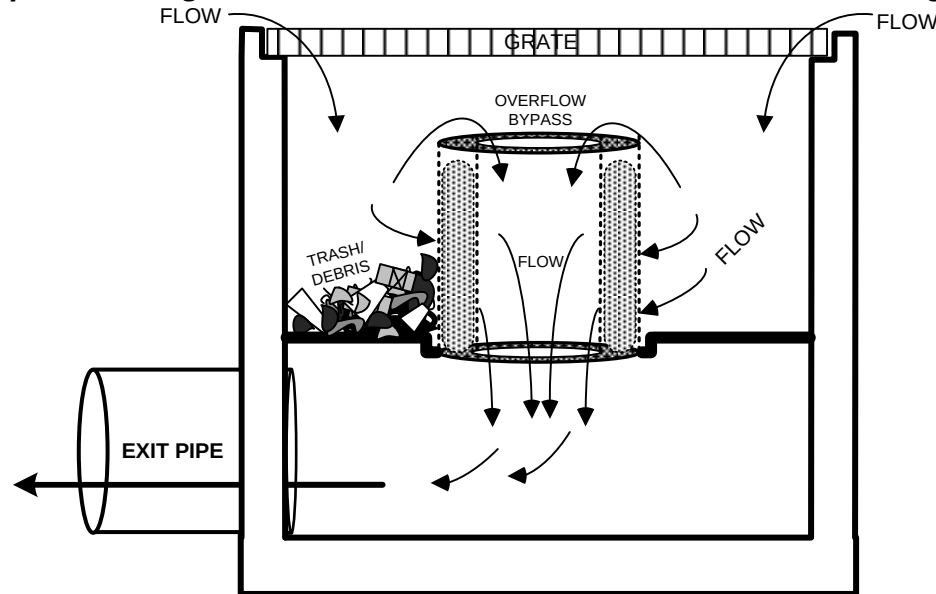
(Catch Basin Design Configurations)

REM Inc.

(888) 526-4736

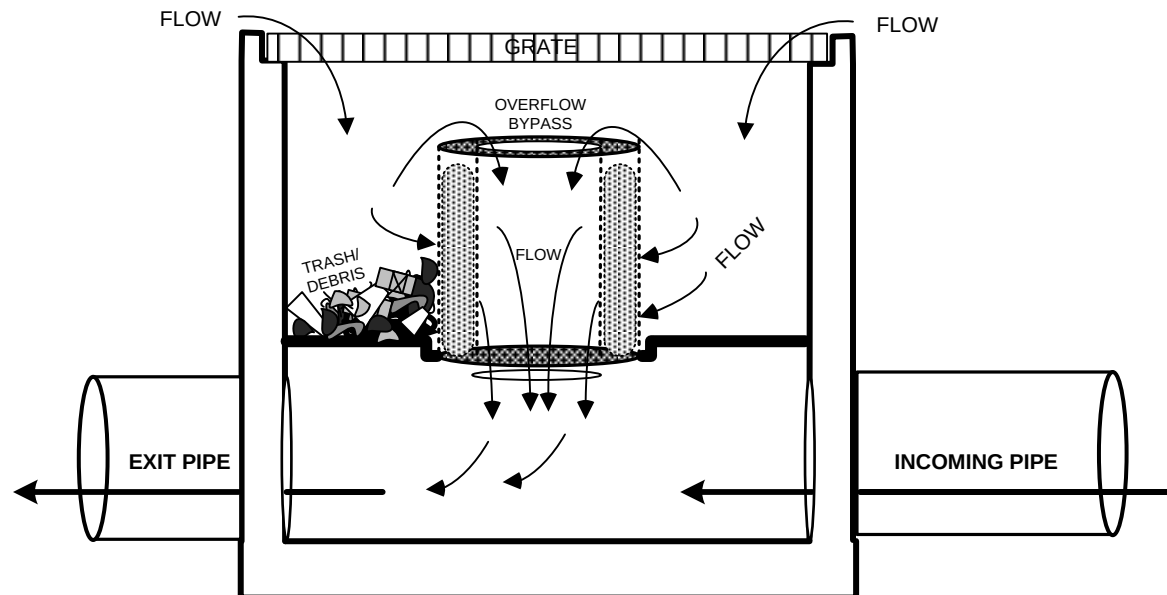
TRITON Top Hat Configuration are recommended in catch basins having inlet and outlet pipes

Single Exit Pipe Configuration

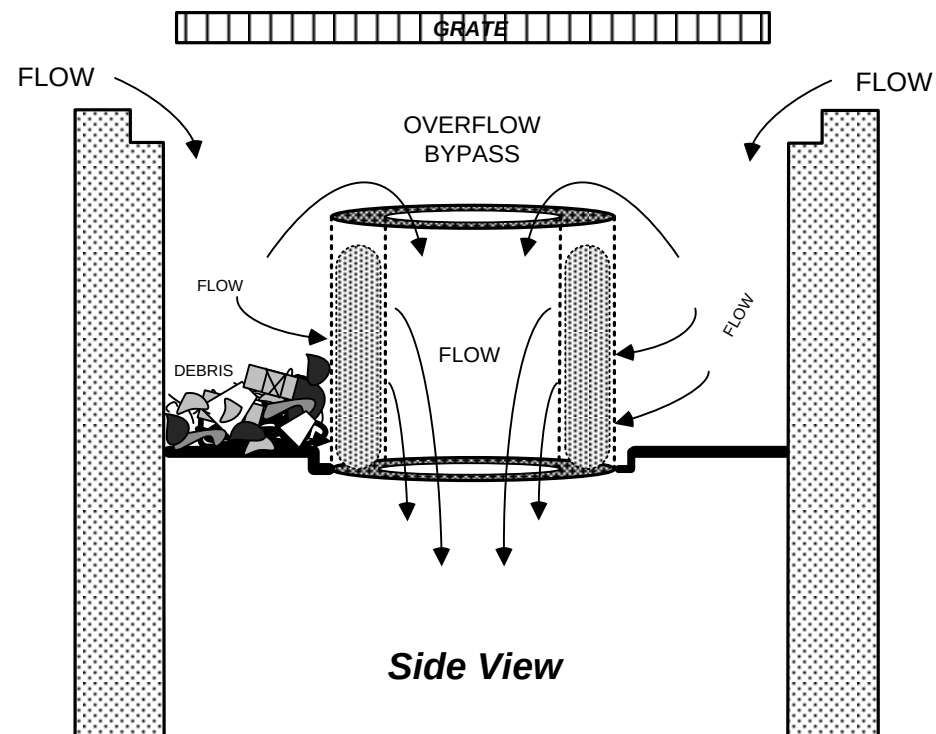


TRITON Top Hat Filters with flow through piping below

Incoming Lateral line and Exiting Pipe Configuration

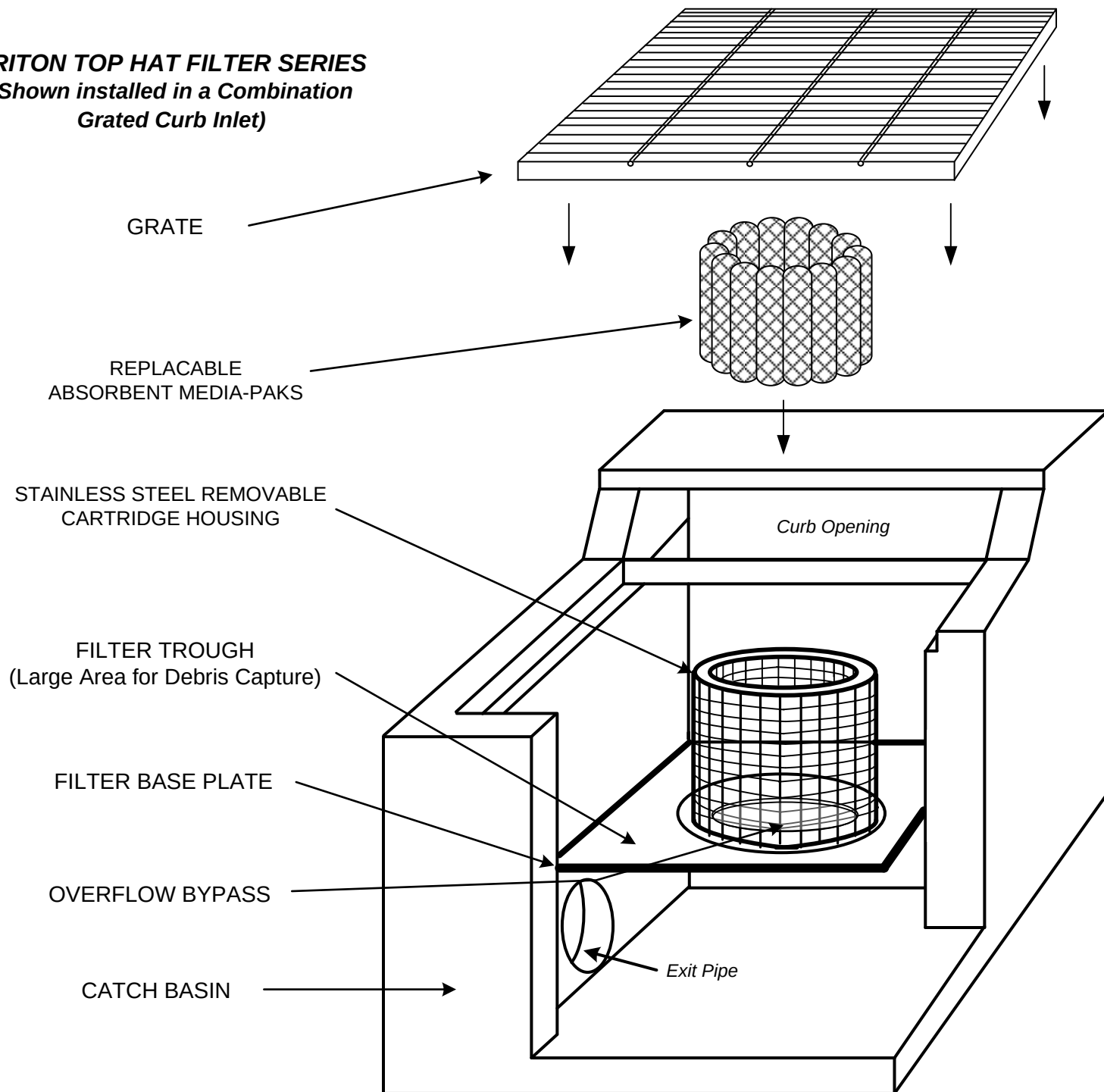


TRITON TOP HAT FILTER SERIES



TRITON – TOP HAT SERIES FILTERS
By REM Inc. (888.526.4736)
www.remfilters.com

TRITON TOP HAT FILTER SERIES
(Shown installed in a Combination
Grated Curb Inlet)



TRITON – TOP HAT SERIES FILTERS
By REM Inc. (888.526.4736)
www.remfilters.com

TRITON – Top Hat (Cartridge) FILTER SERIES
By REM Inc. (888.526.4736)
REMFILTERS.COM



REM's TRITON TOP HAT SIZING EXAMPLES

Sizing Characteristics

Model:
TR10 – BFTG
(Height TBD)



Possible Catch Basins
16" X 16" & 16"Dia.
18" X 18" & 18"Dia.
20" X 20" & 20"Dia.

SIDE VIEW

Catch basins that have smaller inside diameters will usually be fitted with the TR10 (10" OD), Diameter Cartridge System. The 10"Dia. Model Series are well suited for catch basins that are 16"X16", 16" round, all they way up to the 24" rounds. For smaller catch basin see TR6.5-BFTG. Models: TR10 (8") (16") or (32") tall - BFTG.

Sizing Characteristics

Model:
TR14 – BFTG
(Height TBD)

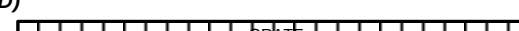


Possible Catch Basins
24" X 24" & 24"Dia.
24" X 36" & 30"Dia.
30" X 30"
36" X 36" & 36"Dia.

Most common installation is with our Model TR14. This unit is designed for the most common size catch basin installed today. This will filter catch basins that are 24" X 24", 24"Dia., 24" X 36", 30" X 30", 36" X 36", 36" Dia. The larger the Model the larger the flow rates and overflow capabilities there will be. Models: TR14 (8") (16") (32") – BFTG.

Sizing Characteristics

Model:
TR24 – BFTG
(Height TBD)



Possible Catch Basins
36" X 36" & 36"Dia.
36" X 48" & 42"Dia.
48" X 48" & 48"Dia.

For very large catch basins, such as some 36" X 36", 48" X 48", 36" Dia., 42 Dia., and 48" Dia. Rounds the Model TR24 – BFTG will be the right fit. Models: TR24 (17") and (34") – BFTG.

REM will use the cartridge system that maximizes each catch basins trash capture volume and flow rate.

Sizing options will depend upon each catch basin's configuration, size of filter, etc. All sizes offer many different media options depending upon the pollutant of concern.



TR10 (16") - BFTG

TR14 (16") - BFTG

TR24 (17") - BFTG

**MADE IN
USA**

THE DESIGN AND DETAIL OF THIS DRAWING IS THE PROPERTY OF REM INC. AND IS NOT TO BE USED EXCEPT IN CONNECTION WITH OUR WORK, DESIGN AND INVENTION RIGHTS ARE RESERVED.

U.S. Patent Number: 6,217,757 B1

PH: (888) 526-4736

DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED.

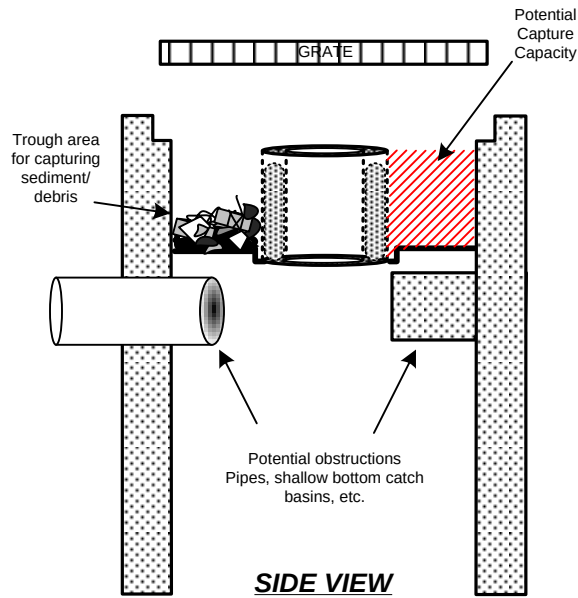
REM Inc.

TRITON Top Hat - Series
(Sizing Examples)

SIZE	DRAWN BY:	FOR:	REV
	C.F.	Sizing	
Scale	1/4" : 1"	DATE: 8/17/2013	Sheet 1 OF 1

REM's TRITON TOP HAT VOLUME EXAMPLES

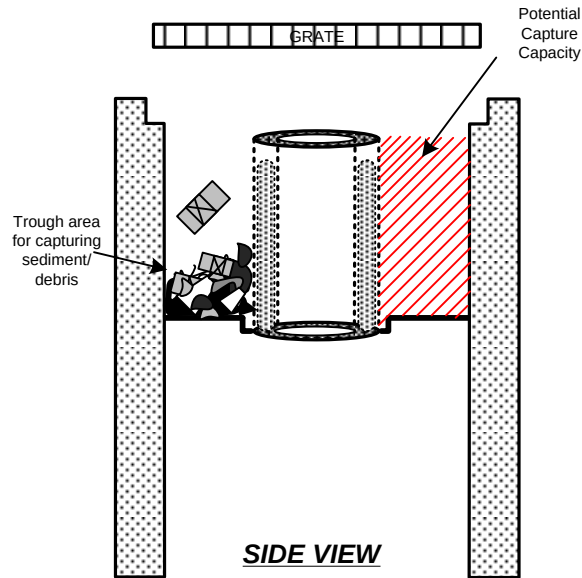
Volume Characteristics



Catch basins that are shallow or have obstructions such as protruding pipes can use our 8" tall TRITON Cartridge System, which will not interfere with existing infrastructure.

Models: TR10 (8") or the TR14 (8") BFTG.

Volume Characteristics

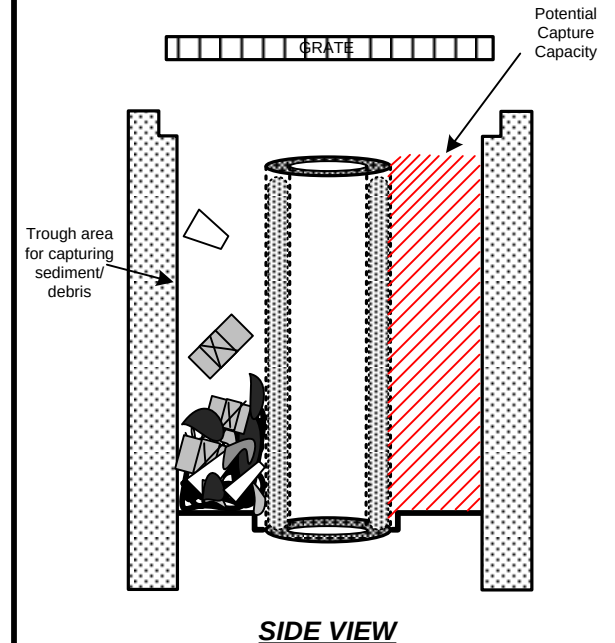


Most common installation is with our 16"/17" tall TRITON Cartridge System. Providing twice the volume capture capacity along with excellent flow rates.

Models: TR10 (16"), TR14 (16") BFTG and the TR24 (17") BFTG.

Volume capacities will depend upon each catch basin's configuration, size of filter, etc. All sizes offer many different media options depending upon the pollutant of concern. Please see our Media Options list.

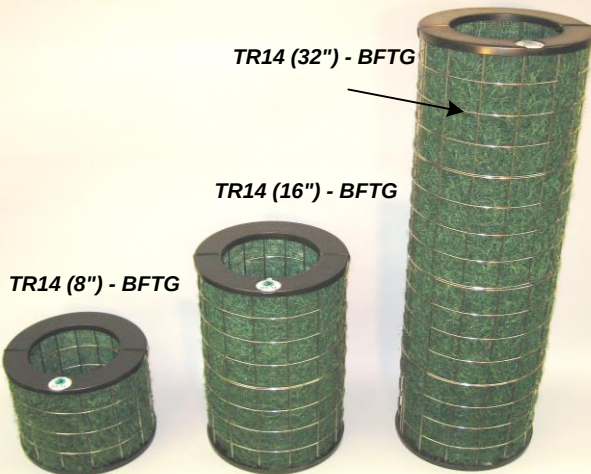
Volume Characteristics



For areas with large trash loading, our 32" / 34" deep TRITON Cartridge Systems are the most effective. Providing twice the standard size cartridge volume capture capacity along with excellent flow rates.

Models: TR10 (32") or the TR14 (32") BFTG and the TR24 (34") BFTG.

Volume capacities will depend upon each catch basin's configuration, size of filter, etc.



**MADE IN
USA**

THE DESIGN AND DETAIL OF THIS DRAWING IS THE PROPERTY OF REM INC. AND IS NOT TO BE USED EXCEPT IN CONNECTION WITH OUR WORK, DESIGN AND INVENTION RIGHTS ARE RESERVED.

U.S. Patent Number: 6,217,757 B1

PH: (888) 526-4736

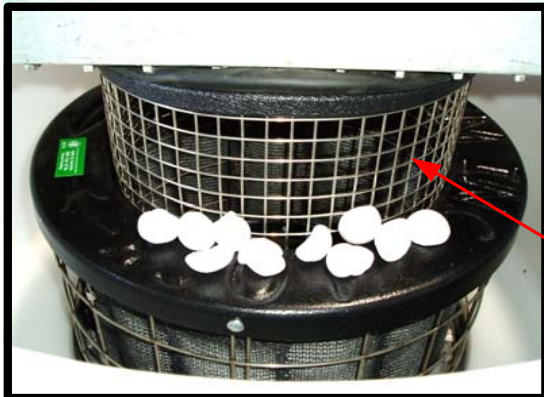
DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED.

REM Inc.

TRITON Top Hat - Series
(Volume Characteristics)

SIZE	DRAWN BY:	FOR:	REV
	C.F.	Varying Volume Capacities	
Scale	1/4 : 1	DATE: 1/17/2014	Sheet 1 OF 1

TRITON -Trash & Debris Guard (TDG-SERIES)



Standard Trash Guard
w/ .5" Sq. Stainless Steel mesh



Trash & Debris Guard
Large
(2" X 2" Mesh)



Trash & Debris Guard
Standard
(.5" X .5" Mesh)



Trash & Debris Guard
Fine
(20 US Sieve Mesh)
(Geo-textile)

TRITON Drop Inlet *Trash & Debris Guard™*

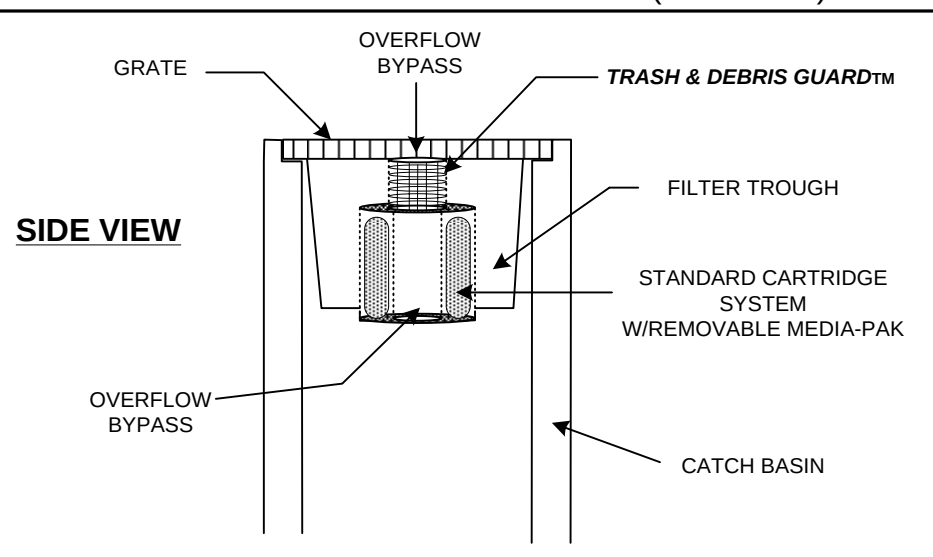
Designed to help capture trash & debris. The Trash & Debris Guard™ is designed to assist in the removal of trash & debris in compliance with certain TMDL requirements.

The standard stainless steel Trash & Debris Guard™ mesh size is .5" X .5" (.25 cu. in) or .1968 cm X .1968 cm, (.0387 sq. cm) Optional stainless steel or geo-textile mesh sizes can be supplied depending upon each area's particular needs.

Common trash & debris pollutants captured: Packing material "peanut packing", coffee cups and lids, bottle caps, Styrofoam, paper and plastic bags, candy/food wrappers, aluminum cans and leaves.

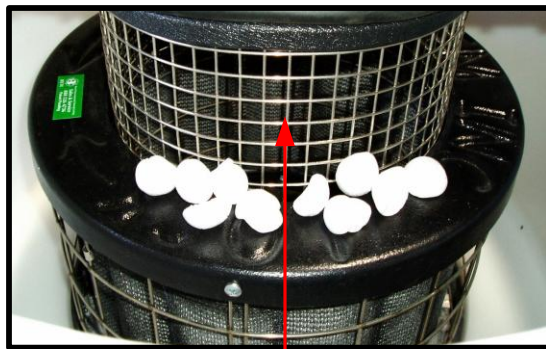
As an added feature, the Trash & Debris Guards™ are equipped with REM's Media-Pak, for the removal of Hydrocarbons and other contaminants.

For more information on this series, please call our office @ (888) 526-4736.



THE DESIGN AND DETAIL OF THIS DRAWING IS THE PROPERTY OF REM INC. AND IS NOT TO BE USED EXCEPT IN CONNECTION WITH OUR WORK, DESIGN AND INVENTION RIGHTS ARE RESERVED. Patent Pending PH: (888) 526-4736 DIMENSIONS ARE IN INCHES UNLESS OTHERWISE NOTED.		REM Inc. TRITON Trash & Debris Guard™ TDG-Series (Designed for TRITON Series Drop Inlets)		
		SIZE 1/4 : 1	DRAWN BY: C.F.	FOR: Trash & Debris Protection
		DATE: 5/15/2005	SHEET 1 OF 1	REV

TRITON -Trash & Debris Guard (TDG-SERIES)



Standard Trash Guard
w/ .5" Sq. Stainless Steel mesh



Trash & Debris Guard with
(.5" X .5" Stainless Steel side
mesh and mesh top)

(Attached to a Model: TR14
(16")-FOG-BFTG Cartridge)



Mesh Top Covering
Overflow Port



Model: 14TDG (6") – Mesh Top

Note:

TRITON Drop Inlet *Trash & Debris Guard*TM

Designed to help capture trash & debris. The Trash & Debris GuardTM is designed to assist in the removal of trash & debris in compliance with certain TMDL requirements.

The standard stainless steel Trash & Debris GuardTM mesh size is .5" X .5" (.25 cu. in) or .1968 cm X .1968 cm, (.0387 sq. cm)

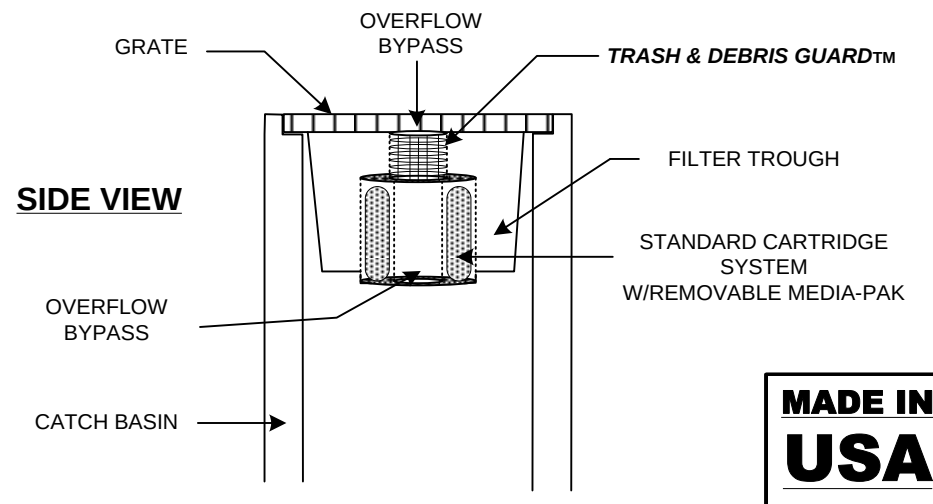
Optional stainless steel or geo-textile mesh sizes can be supplied depending upon each area's particular needs.

Common trash & debris pollutants captured: Packing material "peanut packing", coffee cups and lids, bottle caps, Styrofoam, paper and plastic bags, candy/food wrappers, aluminum cans and leaves.

As an added feature, the Trash & Debris GuardsTM are equipped with REM's Media-Pak, for the removal of Hydrocarbons and other contaminants.

Note: Mesh Top option placed over Overflow Port could potentially cause flooding if blinded by debris.

For more information on this series, please call our office @ (888) 526-4736.



**MADE IN
USA**

THE DESIGN AND DETAIL OF THIS
DRAWING IS THE PROPERTY OF REM
INC. AND IS NOT TO BE USED EXCEPT
IN CONNECTION WITH OUR WORK.
DESIGN AND INVENTION RIGHTS ARE
RESERVED.

Patent Pending

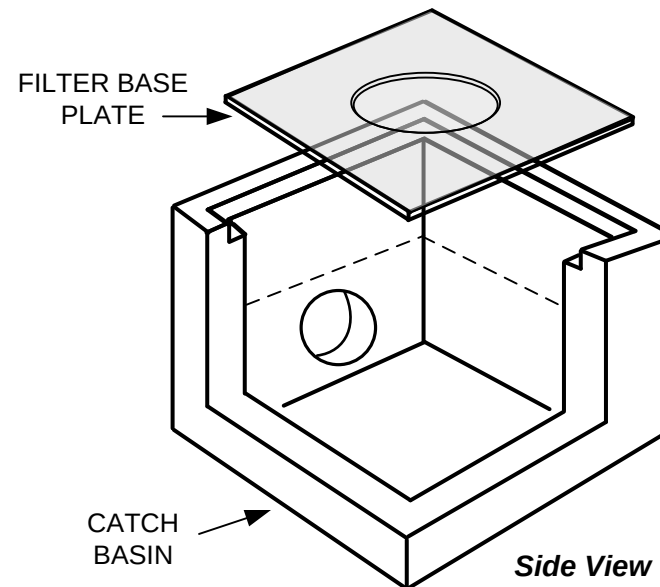
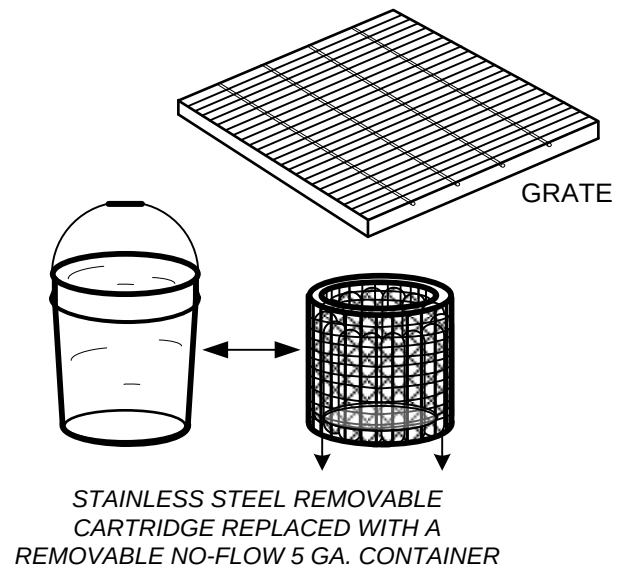
PH: (888) 526-4736

DIMENSIONS ARE IN INCHES UNLESS
OTHERWISE NOTED.

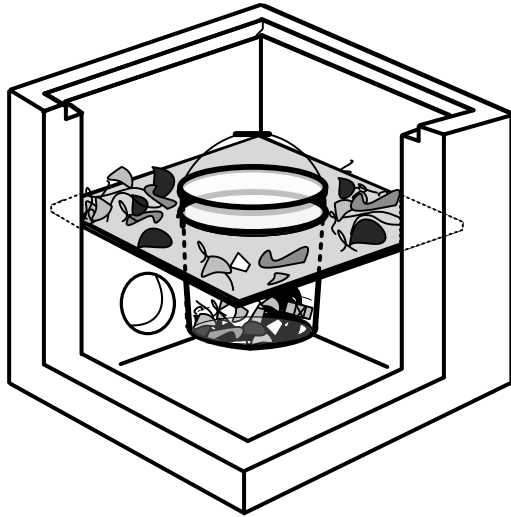
REM Inc.

**TRITON Trash & Debris GuardTM
TDG-Series with Mesh Top**

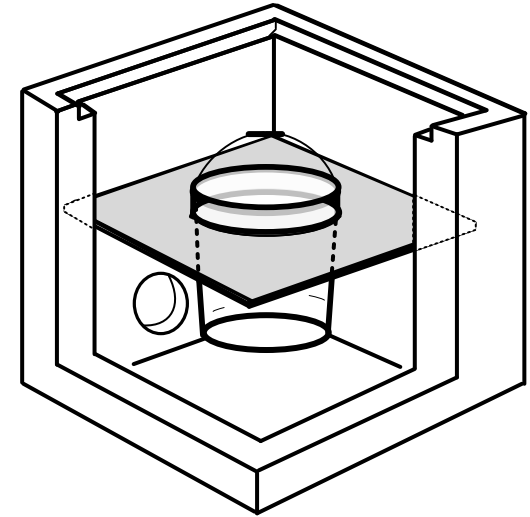
SIZE	DRAWN BY:	FOR:	REV
SCA LE	C.F.	TRITON Series Drop Inlets	
1/4 : 1	DATE: 12/8/2011	SHE ET	1 OF 1



TRITON – TH – NF Top Hat No-Flow
SERIES FILTERS
By REM Inc. (888.526.4736)
www.remfilters.com

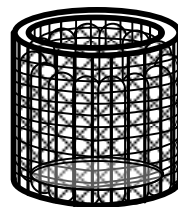


TRITON – TH – NF Top Hat No-Flow
SERIES FILTERS
By REM Inc. (888.526.4736)
www.remfilters.com

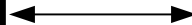


TRITON – TH – NF Top Hat No-Flow
SERIES FILTERS
By REM Inc. (888.526.4736)
www.remfilters.com

Winter – Summer Cartridge Options



Media Filter
Used during wet-
weather months

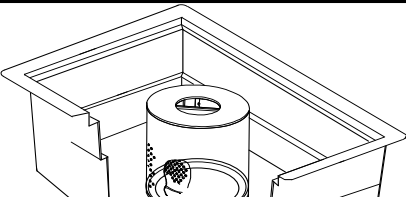
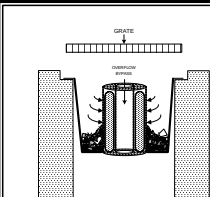


5 Gallon Container
Used during
dry-weather months

TRITON – TH – NF Top Hat No-Flow
SERIES FILTERS
By REM Inc. (888.526.4736)
www.remfilters.com

SPECIFIER CHART TRITON DROP INLET FILTERS	INLET (ID) INSIDE DIMENSION Of Catch Basin	MEDIA REM - BFTG* FILTERED Flow Rate	MEDIA REM - FOG** FILTERED Flow Rate	MEDIA REM - FOG & BFTG*** FILTERED Flow Rate	TOTAL FILTER BYPASS Flow Rate	DEBRIS HOLDING CAPACITY
MODEL:	(inch x inch)	CFS	CFS	CFS	CFS	CUBIC FEET
			Standard			
TR12RD Configured with:	12" Dia. RD					
Cartridge: TR7-CART (4") § (Standard)		0.42	0.17	0.17	1.61	0.19
Cartridge: TR7-CART (8")		0.91	0.25	0.25	1.61	0.42
Cartridge: TR7-CART (16")		1.72	0.5	0.5	1.61	0.84
TR1212 Configured with:	12" X 12"					
Cartridge: TR7-CART (4) § (Standard)		0.42	0.17	0.17	1.61	0.19
Cartridge: TR7-CART (8)		0.91	0.25	0.25	1.61	0.45
Cartridge: TR7-CART (16)		1.72	0.5	0.5	1.61	0.85
TR16RD Configured with:	16" Dia. RD					
Cartridge: TR7-CART (4) (Shallow)		0.42	0.17	0.17	1.61	0.19
Cartridge: TR7-CART (8) § (Standard)		0.91	0.25	0.25	1.61	0.45
Cartridge: TR7-CART (16) (Deep)		1.72	0.5	0.5	1.61	0.85
TR1616 Configured with:	16" X 16"					
Cartridge: TR7-CART (4)		0.42	0.17	0.17	1.61	0.19
Cartridge: TR7-CART (8) § (Standard)		0.91	0.25	0.25	1.61	0.69
Cartridge: TR7-CART (16)		1.72	0.5	0.5	1.61	1.83
TR18RD Configured with:	18" Dia. RD					
Cartridge: TR7-CART (4)		0.42	0.17	0.17	1.61	0.19
Cartridge: TR7-CART (8) § (Standard)		0.91	0.25	0.25	1.61	0.69
Cartridge: TR7-CART (16)		1.72	0.5	0.5	1.61	1.83
TR1818 Configured with:	18" X 18"					
Cartridge: TR10-CART (4)		0.77	0.19	0.19	5.14	1.04
Cartridge: TR10-CART (8) § (Standard)		1.63	0.38	0.38	5.14	2.32
Cartridge: TR10-CART (16)		3.07	0.79	0.79	5.14	5.03
TR1824 Configured with:	18" X 24"					
Cartridge: TR10-CART (8) § (Standard)		1.63	0.38	0.38	5.14	1.04
Cartridge: TR10-CART (16)		3.07	0.79	0.79	5.14	2.69
Cartridge: TR10-CART (32)		5.2	1.61	1.61	5.14	6.4
TR2024 Configured with:	20" X 24"					
Cartridge: TR10-CART (8) § (Standard)		1.63	0.38	0.38	5.14	1.04
Cartridge: TR10-CART (16)		3.07	0.79	0.79	5.14	2.69
Cartridge: TR10-CART (32)		5.2	1.61	1.61	5.14	6.4
TR2424 Configured with:	24" X 24"					
Cartridge: TR14-CART (8)		2.61	0.69	0.69	13.15	2.26
Cartridge: TR14-CART (12) § (Standard)		3.76	1.05	1.05	13.15	3.4
Cartridge: TR14-CART (16)		4.91	1.43	1.43	13.15	4.53
TR24RD Configured with:	24" Dia. RD					
Cartridge: TR14-CART (8)		2.61	0.69	0.69	13.15	2.26
Cartridge: TR14-CART (12) § (Standard)		3.76	1.05	1.05	13.15	3.4
Cartridge: TR14-CART (16)		4.91	1.43	1.43	13.15	4.53
TR2436 Configured with:	24" X 36"					
Cartridge: TR10-CART (8) (Qty 2) § (Standard)		3.26	0.76	0.76	10.28	1.57
Cartridge: TR10-CART (12) (Qty 2)		6.14	1.58	1.58	10.28	5.37
Cartridge: TR10-CART (16) (Qty 2)		10.4	3.22	3.22	10.28	12.27
TR2436-14(8) Configured with:	24" X 36"					
Cartridge: TR14-CART (8) § (Standard)		2.61	0.69	0.69	13.15	2.5
TR30RD Configured with:	30" Dia. RD					
Cartridge: TR14-CART (8)		2.61	0.69	0.69	13.15	2.87

SPECIFIER CHART TRITON DROP INLET FILTERS	INLET (ID) INSIDE DIMENSION Of Catch Basin	MEDIA REM - BFTG* FILTERED Flow Rate	MEDIA REM - FOG** FILTERED Flow Rate	MEDIA REM - FOG & BFTG*** FILTERED Flow Rate	TOTAL FILTER BYPASS Flow Rate	DEBRIS HOLDING CAPACITY
MODEL:	(inch x inch)	CFS	CFS	CFS	CFS	CUBIC FEET
Cartridge: TR14-CART (12) § (Standard)		3.76	1.05	1.05	13.15	4.31
Cartridge: TR14-CART (16)		4.91	1.43	1.43	13.15	5.74

SPECIFIER CHART TRITON DROP INLET FILTERS	INLET (ID) INSIDE DIMENSION Of Catch Basin	MEDIA REM - BFTG* FILTERED Flow Rate	MEDIA REM - FOG** FILTERED Flow Rate	MEDIA REM - FOG & BFTG*** FILTERED Flow Rate	TOTAL FILTER BYPASS Flow Rate	DEBRIS HOLDING CAPACITY
MODEL:	(inch x inch)	CFS	CFS	CFS	CFS	CUBIC FEET
TR3030 Configured with:	30" X 30"					
Cartridge: TR14-CART (8)		2.61	0.69	0.69	13.15	3.76
Cartridge: TR14-CART (12) § (Standard)		3.76	1.05	1.05	13.15	5.64
Cartridge: TR14-CART (16)		4.91	1.43	1.43	13.15	7.52
TR2448 Configured with:	24" X 48"					
Cartridge: TR14-CART (8) (Qty 2)		5.22	1.38	1.38	26.3	4.53
Cartridge: TR14-CART (12) (Qty 2) § (Standard)		6.02	2.12	2.12	26.3	6.8
Cartridge: TR14-CART (16) (Qty 2)		9.82	2.86	2.86	26.3	9.06
TR3636 Configured with:	36" X 36"					
Cartridge: TR14-CART (8)		2.61	0.69	0.69	13.15	5.6
Cartridge: TR14-CART (12) § (Standard)		3.76	1.05	1.05	13.15	8.4
Cartridge: TR14-CART (16)		4.91	1.43	1.43	13.15	11.2
TR36RD Configured with:	36" Dia. RD					
Cartridge: TR14-CART (8)		2.61	0.69	0.69	13.15	4.71
Cartridge: TR14-CART (12) § (Standard)		3.76	1.05	1.05	13.15	7.07
Cartridge: TR14-CART (16)		4.91	1.43	1.43	13.15	9.43
TR42RD Configured with:	42" Dia. RD					
Cartridge: TR14-CART (8)		2.61	0.69	0.69	13.15	6
Cartridge: TR14-CART (12) § (Standard)		3.76	1.05	1.05	13.15	9
Cartridge: TR14-CART (16)		4.91	1.43	1.43	13.15	12
TR4848 Configured with:	48" X 48"					
Cartridge: TR24-CART (8)		4.85	1.22	1.22	51.29	7.24
Cartridge: TR24-CART (17) § (Standard)		10.3	2.42	2.42	51.29	15.5
Cartridge: TR24-CART (34)		20.59	4.84	4.84	51.29	29.6
TR48RD Configured with:	48" Dia. RD					
Cartridge: TR24-CART (8)		4.85	1.22	1.22	51.29	3.37
Cartridge: TR24-CART (17) § (Standard)		10.3	2.42	2.42	51.29	6.74
Cartridge: TR24-CART (34)		20.59	4.84	4.84	51.29	15
Notes:						
§ Standard cartridge configuration for the TRITON Drop Inlet Series filter. Please specify if larger capacity cartridges are required. For shallow catch basins, choose the smaller cartridge heights. The cartridge heights are listed in the () of the model.						
* REM - BFTG: Bioflex (BFTG) Media is designed to capture debris, trash and sediment while sustaining very high treatment rates. Mesh density of 3.5 ounces per square foot minimizes occlusion and blinding while capturing 100% of particles at 5mm or greater in size. Excellent media for Trash Capture applications.						
** REM - FOG: The FOG media is housed in a mono-filament weaved geotextile containment pack. FOG media effectively encapsulates liquefied petroleum hydrocarbons (Fats, Oils & Grease including animal fats). It's highly hydrophobic characteristic allows for increased polish of flow resulting in the reduction of Total Suspended Solids (TSS). TSS reduction includes (but is not limited to) debris, trash, silt, sediment and agglomerated heavy metals. This is the standard media that is configured for Drop Inlet Filters. Media options for other pollutants are also available.						
*** REM - FOG -BFTG: Media configuration utilizes both BFTG and FOG media strategies. The BFTG Media serves as a pre-screen to treat for larger debris, trash, and sediment. The FOG media pack captures fine suspended solids and liquefied hydrocarbons.						
**** Filter debris capacities can be modified to utilize the maximum dimensions of each specific catch basin. Volumes will either Increase or decrease depending upon the size of the catch basin and the cartridge size used. Volume capacities that are shown are based on the catch basin filters Standard inside wall dimensions for that size filter. Debris holding capacities can be modified to utilize the additional depth of each specific catch basin by adding taller cartridges.						
REM technical support is available to assist with TRITON Series filter configurations, media strategies and customization of models.						
   Revel Environmental Manufacturing Inc. sales@remfilters.com (888) 526-4736 Lic. No. 857410 Northern California 960-B Detroit Avenue Concord, California 94518 P: (925) 676-4736 F: (925) 676-8676 Southern California 2110 South Grand Avenue Santa Ana, California 92705 P: (714) 557-2676 F: (714) 557-2679						

SPECIFIER CHART TRITON DROP INLET FILTERS		INLET (ID) INSIDE DIMENSION Of Catch Basin	MEDIA REM - BFTG* FILTERED Flow Rate	MEDIA REM - FOG** FILTERED Flow Rate	MEDIA REM - FOG & BFTG*** FILTERED Flow Rate	TOTAL FILTER BYPASS Flow Rate	DEBRIS HOLDING CAPACITY
MODEL:		(inch x inch)	CFS	CFS	CFS	CFS	CUBIC FEET
			Filter Series		Drawing No.	Date	Sheet
			TRITON DROP INLETS		TDI -0001	6/20/2016	2 of 2

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**AUTHORIZING THE CITY MANAGER TO EXECUTE A MAINTENANCE AND
RIGHT OF ENTRY AGREEMENT WITH SEASIDE AMERICAN LEGION POST
#591 FOR THE AMERICA'S TIRE STORE**

WHEREAS, Seaside American Legion Post #591, Property Owner, and RA Smith, Applicant, filed use permit UP-20-03 for the construction of a tire store on APN 011-524-009 more commonly known as 1000 Playa Avenue; and

WHEREAS, On May 27, 2020 the Planning Commission of the City of Seaside approved Permit Application UP-20-03; and

WHEREAS, UP-20-03 required Applicant to develop a Storm Water Control Plan (SWCP) to construct storm water control measures and enter into a Maintenance and Right of Entry Agreement with the City; and

WHEREAS, Applicant has developed a SWCP dated February 19, 2023 that was reviewed and approved by city engineering staff and consultant on August 22, 2024; and

WHEREAS, Applicant has constructed the storm water control measures, and will executed a Maintenance and Right of Entry Agreement committing to maintain the storm water control measures.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager to execute the Maintenance and Right of Entry Agreement with Seaside American Legion Post #591 attached hereto.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the fifth day of September 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

WHEN RECORDED MAIL TO:

City Clerk,
City of Seaside
440 Harcourt Avenue
Seaside, CA. 93955

THIS SPACE FOR RECORDERS USE ONLY

MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR STORMWATER CONTROL FOR

American Legion Post 591 Building and parking site

APN : 011-524-004 & 011-524-009 (portion)

**MAINTENANCE AND RIGHT OF ENTRY AGREEMENT
FOR STORMWATER CONTROL
AMERICAN LEGION POST 591 BUILDING AND
PARKING SITE APN 011-524-004 & 011-524-009
(portion)**

THIS MAINTENANCE AND RIGHT OF ENTRY AGREEMENT FOR STORMWATER CONTROL ("Agreement") is made and entered into in the City of Seaside, California, this 3rd day of September, 2024 by and between American Legion Post 591 hereinafter referred to as "Owner" and the City of Seaside ("City"), a municipal corporation. This Agreement applies to properties in the County of Monterey, State of California, referred to as APN : 011-524-004 & 011-524-009 The Agreement is subject to the following recitals:

RECITALS

WHEREAS, the Owner owns real property ("Property") in the City of Seaside, County of Monterey, State of California, more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, the Board of Architectural Review of the City of Seaside approved Architectural Review Application No and Conditions of Approval for BAR 21-02 hereinafter referred to as "Permit", for the subject property attached hereto as Exhibit B;

WHEREAS, at the time of initial approval of said Permit, the City required the project to employ post-construction Stormwater Control Measures, hereinafter referred to as "SCMs," in accordance with Resolution R3-2013-0032 of the Central Coast Regional Water Quality Control Board (CCRWQCB) and Seaside Municipal Code Chapter 8.46, "Urban Storm Water Quality Management and Discharge Control" to minimize the adverse effects of urbanization and development on watershed processes and beneficial uses, and to protect and enhance the water quality of watercourses and water bodies in a manner pursuant to and consistent with the Federal Clean Water Act (33 U.S.C. § 1251 et seq.);

WHEREAS, the City of Seaside Municipal Code Chapter 8.46, "Urban Stormwater Quality Management and Discharge Control," regulates urban stormwater quality and provides requirements, known as Best Management Practices (BMPs) for managing and controlling stormwater quality and non-stormwater discharges to the storm drain system;

WHEREAS, the Permit requires the Owner to record a deed restriction requiring the approved SCMs not to be removed, relocated, covered, or hampered with in any way which may prevent them from performing their intended function, and to provide for ongoing maintenance and verification of ongoing maintenance of the SCMs by Owner and the Owner's successors in interest.

WHEREAS, the Owner has chosen to install and/or implement SCMs as shown on the Stormwater Control Plan, dated February 19, 2024 attached hereto as Exhibit C, hereinafter referred to as "SWCP", to comply with CCRWQCB Resolution R3-2013-0032 and Seaside Municipal Code Chapter 8.46;

WHEREAS, the SWCP has been certified by a licensed professional and reviewed and approved by the City;

WHEREAS, the SCMs, with installation and implementation on private property and draining only private property, are part of a private facility with all maintenance or replacement, therefore, the sole responsibility of the Owner in accordance with the terms of this Agreement;

WHEREAS, the Owner is aware that periodic maintenance is required to assure peak performance of all SCMs, furthermore, such maintenance activity will require compliance with all Local, State, or Federal laws and regulations, including those pertaining to confined space and waste

**MAINTENANCE AND RIGHT OF ENTRY AGREEMENT
FOR STORMWATER CONTROL
AMERICAN LEGION POST 591 BUILDING AND
PARKING SITE APN 011-524-004 & 011-524-009
(portion)**

disposal methods, in effect at the time such maintenance occurs;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual stipulations and agreements contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. **Responsibility for Operation and Maintenance of SCMs:** Owner shall diligently maintain all SCMs in a manner that maintains the original flow and treatment requirements at all times. An Operation and Maintenance Plan is included as Exhibit "D". All reasonable precautions shall be exercised by Owner and Owner's representative or contractor in the removal and extraction of any material(s) from the SCMs and the ultimate disposal of the material(s) in a manner consistent with all relevant laws and regulations in effect at the time. As may be requested from time to time by the City, the Owner shall provide the City with documentation identifying the material(s) removed, the quantity, and disposal destination.
2. **Owner consents and agrees** to inspect and maintain the SCMs based on the schedule and procedures identified in the Operation and Maintenance Plan (Exhibit "D"). Each year during a period beginning on September 1 and ending no later than September 30, and at the time of any sale or other transfer of title to the Property, Owner shall provide the City with a Maintenance Certificate in the form attached hereto marked Exhibit "E" and by this reference incorporated herein certifying that the SCMs have been recently inspected and are functioning in compliance with the Operation and Maintenance Plan or, if such SCMs were not in compliance with the Operation and Maintenance Plan, what measures have been taken to bring the SCMs and the maintenance thereof into compliance with the Operation and Maintenance Plan. Proof of maintenance, such as copies of maintenance records and/or receipts shall be included with the Maintenance Certificate. Certificate shall be completed and stamped by a licensed engineer or Qualified Stormwater Developer (QSD).
3. **Right of Access:** Owner hereby provides the City or City's agent complete access, of any duration, to the SCMs and their immediate vicinity, excluding any buildings, at any time, upon reasonable notice, or in the event of emergency, as determined by the City Engineer, with no advance notice, for the purpose of inspection, sampling, testing of the SCMs, and in case of emergency, to undertake, in the City's sole discretion, necessary repairs or other preventative measures at Owner's expense as provided in paragraph 4 below. City shall make every effort at all times to minimize or avoid interference with Owner's use of the Property.
4. **Penalty:** In the event Owner, or its successors or assigns, fails to accomplish the necessary maintenance contemplated by this Agreement or if the BMP's and/or SCM's do not perform in a manner that maintains the original treatment requirements at all times, then the Owner shall be subject to monetary fines per day or per occurrence in accordance with Chapter 8.46, "Urban Storm Water Quality Management and Discharge Control" of the Seaside Municipal Code.
5. **Recording:** This Agreement shall be recorded in the Office of the Recorder of Monterey County, California, at the expense of the Owner and shall constitute notice to all successors and assigns of the title to said Property of the obligation herein set forth, and also a lien in such amount as will fully reimburse the City, including interest as herein above set forth, subject to foreclosure in event of default in payment.
6. **Attorney's Fees:** In event of legal action occasioned by any default or fault of the Owner, or its successors or assigns, the Owner and its successors or assigns agree(s) to pay all costs

**MAINTENANCE AND RIGHT OF ENTRY AGREEMENT
FOR STORMWATER CONTROL
AMERICAN LEGION POST 591 BUILDING AND
PARKING SITE APN 011-524-004 & 011-524-009
(portion)**

incurred by the City in enforcing the terms of this Agreement, including attorney's fees and costs. In the event of legal action occasioned by any default of the City, the City agrees to pay all costs incurred by the Owner and its successors or assigns in enforcing the terms of this Agreement, including attorneys' fees and costs.

7. **Covenant:** It is the intent of the parties hereto that burdens and benefits herein undertaken shall constitute covenants that run with said Property and constitute a lien there against.
8. **Binding on Successors:** The obligations herein undertaken shall be binding upon the heirs, successors, executors, administrators and assigns of the parties hereto. The term "Owner" shall include not only the present Owner, but also its heirs, successors, executors, administrators, and assigns. Owner shall notify any successor to title of all or part of the Property about the existence of this Agreement. Owner shall provide such notice prior to such successor obtaining an interest in all or part of the Property. Such notice shall include the Stormwater Control Plan and the Operations and Maintenance Plan. The transfer of this information shall also be required with any subsequent sale of the property. Owner shall provide a copy of such notice to the City at the time of property transfer.
9. **Indemnity and Insurance:** The Owner, its heirs, successors, executors, administrators and assigns agree to defend, indemnify and hold harmless the City, its officials, employees and its authorized agents from any and all damages, accidents, casualties, occurrences or claims (collectively, "Claims") which might arise or be asserted against the City and which are connected with the construction, operation, presence, existence or maintenance of the BMP and/or SCM by the Owner, or from any personal injury or property damage that may result from the City or other public entities entering the Property under Section 3 of this Agreement; provided, however, that notwithstanding the foregoing, the Owner, its heirs, successors, executors, administrators and assigns shall have no obligation to defend, indemnify or hold harmless pursuant to this Section 9 for any Claims arising from the willful acts or omissions, or negligence, of the City or any other public entities, their officials, employees, or agents. The Owner shall maintain liability insurance with amounts not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the annual aggregate covering occurrences at the Property, and shall name City, its officers and employees as an additional insured on such liability policy. The Owner shall provide the City with proof of insurance as required by the City.
10. **Notice:** Any notice to a party required or called for in this Agreement shall be served in person, or by deposit in the U.S. Mail, first class postage prepaid, to the address set forth below. Notice(s) shall be deemed effective upon receipt, or seventy-two (72) hours after deposit in the U.S. Mail, whichever is earlier. A party may change a notice address only by providing written notice thereof to the other party.

**MAINTENANCE AND RIGHT OF ENTRY AGREEMENT
FOR STORMWATER CONTROL
AMERICAN LEGION POST 591 BUILDING AND
PARKING SITE APN 011-524-004 & 011-524-009
(portion)**

IN WITNESS THEREOF, the parties hereto have affixed their signatures as of the date first written above.

By:

Signature

Name: Craig Malin

Title: City Manager

By:

Signature

Name: Commander Michael D Ward

Title: Commander of Post 591

List of Exhibits

- A. Plat and Legal Description
- B. Planning or BAR Approval resolution
- C. Stormwater Control Plan (SWCP)
- D. Operations and Maintenance Plan
- E. Maintenance Certificate

FINAL Conditions of Approval
File No. BAR-21-02
March 23, 2021

Project Specific:

Planning:

1. Except as modified by these required conditions of approval, plans submitted for a building permit shall substantially conform to the plans identified as "American Legion" stamped as received on February 3, 2021, and approved at the Planning Commission Special Meeting on March 10, 2021.
2. All existing landscaping shall be maintained in a healthy, growing condition per Seaside Municipal Code Section 17.16.060.G.
3. All irrigation systems and related controls shall be maintained per Seaside Municipal Code Section 17.16.060.G.1 and 2.
4. Approval of a Tree Removal permit shall be required for the 7 Myoporum and 2 Monrovia trees proposed for removal.
5. 6 Myoporum shall be replaced with Melaleuca trees along the rear property, the 7th Myoporum in the south-east corner is permitted to be replaced with the proposed Arbutus (Marina Madrone) or may be replaced with a New Zealand Christmas tree.
6. The 2 Monrovia trees located along Del Monte Blvd shall be replaced with an appropriate alternative to the Arbutus, as approved by Planning Staff.
 - i. *Staff Approval:* Replacement approved for two New Zealand Christmas trees.
7. The existing Oak, Holly and 2 Hollywood Juniper trees located to on the southern end of the property (which are proposed to remain) must be preserved and properly protected with fencing installed at the dripline, or maximum extent feasible, during construction.
8. Signage shall require submittal and approval of an Administrative Sign Permit.

Building:

9. Plans submitted for a building permit shall be prepared and stamped by a licensed architect or engineer in accordance with the 2016 California Building Code.
10. A separate building permit application shall be submitted to the Building Division for each building proposed for reconstruction/modification.
11. Prior to initiation of any work within the public right of way, the Applicant and/or Property Owner shall submit an encroachment permit application to the Public Works Division for approval.

Public Works/Engineering:

12. Site plan shall clearly show and denote the following:
 - i. Property lines
 - ii. All easements
 - iii. Adjacent improvements.
13. Applicant shall work with the Engineering/Public Works Department for any required Lot Merger, if applicable.
14. Proposed project must implement stormwater Best Management Practices (BMPs) during construction. (SMC 8.46)
 - i. Complete and submit the Stormwater Compliance Tracking Form, with signature attached to the building permit application.
 - ii. A project specific Erosion and Sediment Control Plan (ESCP) is required of the applicant as part of building permit application.
 - iii. If the disturbed area is greater than one (1) acre, a Stormwater Pollution Prevention Plan (SWPPP) shall be prepared and a WDID obtained by the applicant from the State Water Quality Control Board. Submit the SWPPP for City of Seaside review.
15. Post-development peak stormwater runoff rates shall not exceed predevelopment rate. A prorated share of the cost of offsite erosion sediment, and flood control improvements and/or for maintenance to the principal drainage way may be required by the city engineer to handle the increase peak runoff and/or sediment generated by the project. (SMC 15.32.170)
 - i. Provide hydrology and hydraulic calculations to substantiate retention of stormwater runoff for the entire redevelopment for the 24 hour-95% storm event.

- ii. As part of building permit application, develop civil grading and drainage plans to clearly show direction of stormwater drainage from new or redeveloped impervious surfaces.
- iii. Drainage shall not be directed to adjacent properties.

16. As required by Attachment 1 to Resolution No. R3-2013-0032 of the Central Coast Regional Water Quality Control Board, the applicant shall develop a Stormwater Control Plan demonstrating compliance with performance requirements #1, #2, #3, and #4 as applicable. (SMC 8.46.130)

- i. Applicant shall submit a Stormwater Control Plan and shall receive approval by the City prior to finalizing project civil grading and drainage plans. Stormwater Control Plan shall include hydrology and hydraulic calculations validating the design of conveyance, treatment and/or infiltration features.
 - 1. Provide a soils engineering report describing the soil type and soil hydrologic soil group substantiating design of structural stormwater control measures described within the Stormwater Control Plan.
 - 2. Conduct infiltration testing per the Riverside County-Low Impact Development BMP Design Handbook.
- ii. Applicant shall submit architectural and civil grading and drainage plans with building permit application in substantial conformance to the approved Stormwater Control Plan.
 - 1. Plans shall clearly denote, in table format, the pre-project impervious surface area, new impervious surface area created, replaced impervious surface area, and postproject impervious surface area.
- iii. Prior to issuance of occupancy, applicant shall execute and record as a deed restriction a Right of Entry and Maintenance Agreement. The Right of Entry and Maintenance Agreement shall:
 - 1. include a statement that grants the City complete access to the SCMs and their immediate vicinity for the purpose of inspection, sampling, testing of the SCMs; and
 - 2. include indemnity, insurance and security requirements in conformance with the template provided by the City, and
 - 3. include an Operation and Maintenance (O&M) plan approved by the City stating that the property owner will conduct, and accepts responsibility for, maintenance of all Stormwater Control Measures (SCMs), and

4. include a legal description of the property, and describe the methods and procedures for conducting periodic inspections and maintenances of all SCMs, and
 5. require applicant to provide to the City each year during a period beginning on September 1 and ending no later than September 30 a statement certified by a licensed Civil Engineer or Qualified Stormwater Developer (QSD) registered in the State of California stating that the SCM maintenance is in accordance with the O&M plan, and
 6. include a statement that transfers responsibility for maintenance of SCMs to future owners of the property.
17. The American Legion portion of the Project shall provide a properly sized fats oils and grease trap or interceptor sized in accordance with the Uniform Plumbing Code. Provide documentation to substantiate grease interceptor size with building permit application.
18. All curb returns fronting the property shall include ADA ramps. All public sidewalks shall include an accessible path across project vehicle entrance.
 - i. Should a dedication of property for the accessible pathway be required, the applicant shall, prior to issuance of occupancy, prepare and execute a quitclaim deed with legal description dedication ADA path across the entrance to the City of Seaside
19. The applicant shall verify and accurately show the locations of all utilities crossing the site and connecting the proposed facilities, including utility easements.
 - i. Applicant to apply for sewer connection with Monterey One Water (M1W) and pay applicable capacity fees to M1W and Seaside County Sanitation District.
 - ii. New utility lines and connections within the right of way will require an Encroachment Permit from the Public Works Department. Slurry seal over trenching will be required the full width of the street for utility cuts within the right of way.
20. The Project entrance off Del Monte Boulevard shall be right in and right out only, a sign shall be posted on site indicating right turn only. A median shall be installed on Del Monte to prevent left turns out of the development and adjust striping as necessary or submit a report from a

licensed traffic engineer providing justification that a median is not warranted.

21. The portion of the alley adjacent to the development that is designated for the truck route shall be reconstructed structurally to accommodate the delivery trucks. The structural design of the pavement shall be designed by a licensed civil engineer.
22. Existing driveway approaches no longer being used as access shall be removed and replaced with standard curb gutter and sidewalk.
23. Prior to final inspection, any curb, gutter and sidewalk damaged during construction shall be replaced by a licensed concrete contractor in conformance with the most current applicable engineering standards, and upon the prior issuance of an Encroachment Permit from the Public Works Department.

Fire Department:

24. The project improvements shall be constructed in accordance with the 2016 California Fire Code.

Standard:

1. Board of Architectural Review approval shall not be valid until the applicant has signed and accepted these conditions of approval. Failure to sign the conditions and return them to the Planning Division within fifteen (15) days from the date of approval will result in the Board of Architectural Review approval becoming null and void.
2. Board of Architectural Review approval shall be valid for a period of one (1) year from the date of approval of this project in accordance with S.M.C.S. 17.54.080. Project approval will become null and void if a building permit is not exercised within one (1) year from date of approval.
3. Proposed changes to the approved application(s) must receive approval from the Board of Architectural Review, unless approved by the Director as outlined in Seaside Zoning Code Section 17.54.090.C.
4. The applicant agrees as a condition and in consideration of the approval of this discretionary permit that it will defend, indemnify and hold harmless the City of Seaside or its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul this approval. The applicant

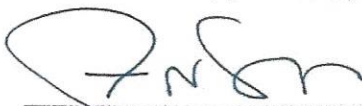
will reimburse the City for any court costs and attorney's fees, which the City may be required by a court to pay as a result of such action. City may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his obligations under this condition. The City shall promptly notify the applicant of any such claim, action, or proceeding, and the City shall cooperate fully in the defense thereof.

5. Any proposed future development shall comply with the requirements of the Fire, Health, Planning, Code Enforcement, Building and Public Works Departments.
6. Any work within the public right-of-way must conform to current engineering standards and shall require an encroachment permit from the Public Works Department.
7. All storm water runoff shall be contained and disposed of on site and the storm water retention system shall be reviewed and approved by the Public Works Department.
8. The proposed project shall comply with the applicable requirements of the Monterey Peninsula Water Management District for the installation of new water fixtures and or modifications to existing landscaping or irrigation equipment.
9. The issuance of building permits involving the installation of new water shall be subject to the availability of an adequate supply of water and sewer capacity to serve the project.
10. Water conservation fixtures shall be provided in the proposed project.

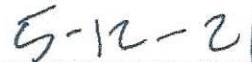
BOARD OF ARCHITECTURAL REVIEW APPLICATION NO. BAR-21-02

This permit is hereby accepted upon the express terms and conditions hereof, and shall have no force or effect unless and until agreed to, in writing, by the applicant and property owner(s).

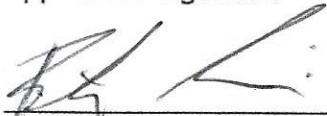
The undersigned hereby acknowledge the approved terms and conditions and agree to fully conform to, and comply with, said terms and conditions within the time frames approved by the City of Seaside Planning Commission.



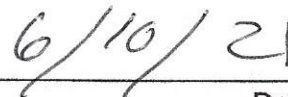
Applicant's Signature



Date



Property Owner's Signature



Date



CITY OF SEASIDE STAFF REPORT

Item No.: 8.J.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: September 5, 2024

**SUBJECT: ADOPT A RESOLUTION FOR AUTHORIZATION TO DISPOSE OF
SURPLUS CITY VEHICLES AND EQUIPMENT**

RECOMMENDATION

Adopt a resolution approving the disposal of select City vehicles and equipment that are no longer needed and considered excess due to inoperability or poor condition.

BACKGROUND

Section 2.49 of the Seaside Municipal Code addresses the disposal of surplus items no longer needed or usable by a City department. It requires the City Manager to provide an itemized list of property to the City Council valued in excess of \$100.00. Should the Council determine the items are no longer usable by the City, the City Manager or his designee will have the authority to dispose of all such items. Disposal would be accomplished by sale, auction or donation to any nonprofit organization or governmental entity providing services to the City or its residents, or to any Seaside Sister City.

Vehicles and equipment on the list below are no longer needed by the City. They have either been replaced by new equipment or they have reached the end of their useful life. The plan is to sell vehicles and equipment on the list using Public Surplus.com, an online auction site for government vehicles and equipment. Anything that is not sold at the auction will be donated or sold to a recycling facility. The values placed on the vehicles and equipment were estimated using the best judgment of past auction sales.

City of Seaside Vehicles and Equipment Surplus Vehicles

Unit #	Make	Model	Vin #	Mileage	Year	Approx. Value
---------------	-------------	--------------	--------------	----------------	-------------	--------------------------

64	Ford	Explorer	1FM5K8AR4EGB37965	166,000	2014	\$1,500
86	Ford	Crownvic	2FAFP74W14X127768	120,000	2004	\$2,500
622	Dodge	Ram2500	3B7KC23ZX2M287305	180,000	2002	\$2,500
641	Ford	Crownvic	2FAFP71W42X109542	120,000	2002	\$1,500
651	Ford	E250	1FTPE24L7XHA64838	162,000	1999	\$2,500
698	Chevrolet	2500 HD	1GCHC24UX6E153080	160,000	2006	\$3,500

FISCAL IMPACT

Sale of the vehicles and equipment could generate approximately \$14,000.00.

ATTACHMENTS

1. 2024 Resolution Surplus Vehicles

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
FOR AUTHORIZATION TO DISPOSE OF SURPLUS CITY VEHICLES AND
EQUIPMENT**

WHEREAS, Section 2.49 of the Seaside Municipal Code addresses the disposal of surplus items no longer needed or usable by a City department. It requires the City Manager to provide an itemized list of property to the City Council valued in excess of \$100.00; and

WHEREAS, Should the Council determine the items are no longer usable by the City, the City Manager or his designee will have the authority to dispose of all such items; and

WHEREAS, Disposal would be accomplished by sale, auction or donation to any nonprofit organization or governmental entity providing services to the City or its residents, or to any Seaside Sister City; and

WHEREAS, The vehicles that have been identified have either been replaced by new equipment or they have reached the end of their useful life.; and

WHEREAS, The plan is to sell vehicles and equipment on the list using Public Surplus.com, an online auction site for government vehicles and equipment; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside authorizes the disposal of surplus City vehicles and equipment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 5th day of September 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



CITY OF SEASIDE STAFF REPORT

Item No.: 8.K.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Adolfo Gonzalez, Project Manager

DATE: September 5, 2024

SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WEST COAST CODE CONSULTANTS INC. INCREASING THE CONTRACT BY \$209,271.87 TO PROVIDE PLAN CHECK, BUILDING AND SAFETY SERVICES TO BE REIMBURSED BY THE GRAND HYATT DEVELOPER

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with West Coast Code Consultants, Inc., in the amount of \$209,271.87 for Comprehensive Plan Check services for the Grand Hyatt Seaside Resort Project for a total contract amount of \$309,271.87.

BACKGROUND

In March 2024, the City entered into a Professional Services Agreement with West Coast Code Consultants, Inc., for \$100,000.00, to provide specialized comprehensive building and safety services to the Building and Code Enforcement Department. Specialized comprehensive plan check services requires staff with specialized knowledge and expertise in various areas of design and construction related to building code standards. These areas include but are not limited to architectural, structural, fire-safety, accessibility/CASp (Certified Access Specialist), energy, mechanical, electrical and plumbing.

The level of effort to review plans for the Grand Hyatt Seaside Resort project exceeds the Building, Safety and Code Enforcement Department's current resources. West Coast Code Consultants, Inc. is providing comprehensive plan check services to the City for the Grand Hyatt Seaside Resort project. West Coast Code Consultants, Inc.'s current

invoice in the amount of \$209,271.87, for comprehensive plan check services exceeds the contract amount of \$100,000. An amendment to West Coast Code Consultants, Inc. is required in order to pay this invoice. All actual costs for Building and Code Enforcement Department plan check services are reimbursable by the Developer, KDG Capital, LLC, per an existing Reimbursement Agreement.

FISCAL IMPACT

An amendment to the agreement with West Coast Code Consultants, Inc. will have no fiscal impact to the General Fund. The amount of \$209,271.87 will be charged to the Developer's Reimbursement account #601-2314.

ATTACHMENTS

1. AG 2024-047 Professional Service Agreement for Building and Safety Services - West Coast Code Consultants, Inc_1 (SIGNED)
2. wc3 Contract Amendment Resolution
3. Amendment

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager



CITY OF SEASIDE PROFESSIONAL SERVICE AGREEMENT FOR BUILDING & SAFETY SERVICES

This PROFESSIONAL SERVICE AGREEMENT (PSA) FOR BUILDING AND SAFETY SERVICES ("AGREEMENT"), is made and effective as of March 01, 2024 between the City of Seaside ("AGENCY"), a municipal corporation and West Coast Code Consultants, Inc. ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on March 01, 2024 and shall remain and continue in effect until tasks described herein are completed, but in no event later than one (1) year with the option to extended for two (2), six month terms OR 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 Chief Building Official 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 Thousand Dollars (\$100,000.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency 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 sub consultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

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 sub consultants, 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 sub consultants 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 Romeo Herrera, Chief Building Official 440 Harcourt Avenue Seaside, CA 93955
------------	---

To CONSULTANT:	West Coast Code Consultants, Inc. Donald Zhao, Vice President, Regional Manager 417 Grand Avenue, Suite 201 South San Francisco, CA 94080
----------------	--

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, only CONSULTANT shall perform the services described in this AGREEMENT. West Coast Code Consultants, Inc., may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) day's notice prior to the departure of Donald Zhao from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole

compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include an 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 sub-consultant 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, and the contents of the proposal submitted by the CONSULTANT, Exhibit "E" hereto. In the event of conflict, the requirements of AGENCY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's

proposals. 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

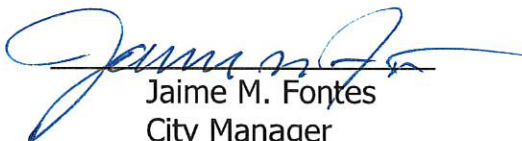
The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

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

CONSULTANT

By:  DocuSigned by:

005F55FE4E244F7...
Donald Zhao
Vice President
West Coast Code Consultants, Inc.


Jaime M. Fontes
City Manager
City of Seaside

Attachments:	Exhibit A	Tasks to Be Performed
	Exhibit B	Payment Schedule
	Exhibit C	Insurance Requirements
	Exhibit D	Request for Proposal
	Exhibit E	Consultant's Proposal

EXHIBIT A

TASKS TO BE PERFORMED

The ultimate scope of the services and list of deliverables will be determined when such services are requested on a task-by-task/project level basis.

- Building and Safety Services in-house staffing for office coverage, residential and commercial plan checks, related to California Building, Residential, Electrical, Plumbing, Mechanical, Green Building Standards and Energy Codes (including Residential Fire Sprinklers and Disabled Access requirements).
- Residential and commercial building inspections.
- Third party commercial and residential Plan Check for California Building, Residential, Electrical, Plumbing, Mechanical Green Building Standards and Energy Codes (including Residential Fire Sprinklers and Disabled Access requirements).
- Contract Building Inspection Services (combination) short or long-term assignments.
- Certified Accessibility Specialist availability.
- Contract Code Enforcement Services
- Senior Combination Building Inspectors
- Certified and experienced Permit Technicians

EXHIBIT B

PAYMENT AND RATE SCHEDULE

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.

Proposed Fee Schedule

WC³ proposes the following rates based on a percentage of the plan review fees collected by the City of Seaside. A listing of hourly rates additionally depicts rates proposed for all field inspection, miscellaneous and personnel assigned to this project.

WC³ Proposed Fee and Rate Schedule	
<i>*Additional notes and details included on the subsequent page.</i>	
FIXED FEE / CONTRACT RATES	
Comprehensive Plan Review	65% of Plan Review Fees
Structural Only Plan Review	40% of Plan Review Fees
Revisions, Deferred Submittals, RFI's etc.	As Per Hourly Rates Below
Minimum Plan Review for Fixed Fee Projects	\$280 (2-Hour Minimum Rate)
Expedited Plan Review	150% of Contract Rates
Electronic Plan Review / Auto Coordination	No Additional Cost
HOURLY RATES*	
Certified Accessibility Specialist Plan Reviewer / Inspector	\$155.00 / Hour
Plan Review Structural Engineer (Registered SE)	\$155.00 / Hour
Plan Review Engineer (Registered PE)	\$150.00 / Hour
Building Plans Examiner	\$140.00 / Hour
Fire Plans Examiner	\$145.00 / Hour
ICC Certified Senior Building Inspector	\$140.00 / Hour
ICC Certified Building Inspector III	\$130.00 / Hour
ICC Certified Building Inspector II (Commercial)	\$120.00 / Hour
ICC Certified Building Inspector I (Residential)	\$110.00 / Hour
Permit Technician / Administrative Support	\$90.00 / Hour
Expedited Plan Review	150% of Hourly Rates
PREVAILING WAGE HOURLY RATES**	
Prevailing Wage Rate of Inspectors	\$184.00 / Hour
MISCELLANEOUS SERVICES	
Reimbursable Expenses	At Cost + 10%
Courier / Delivery Expenses	No Additional Cost
Mileage Expenses	IRS Standard Rate
Trip Fee	Staff Hourly Rate + IRS Standard Rate***

Continued on next page...

Proposed Fee Schedule

(Continued)

* **Annual Hourly Rate Adjustment** - WC³'s proposed hourly rates are applicable through June 30, 2024. Hourly rates are subject to an annual increase based on a minimum 3% cost-of-living, the Engineering News Record's (ENR) Construction Cost Index (CCI), or the Consumer Price Index - Urban (CPI-U); whichever is greater.

Fixed Fee Plan Review Services - Plan check services include an initial review, second review and minor third review (if needed) for approval of the plans. Any additional time required beyond the third plan review will be billed on an hourly basis, with prior approval by the City.

Preliminary, Revisions and Deferred Submittals - Preliminary plan reviews, review of revisions after a project has been approved, review of shop drawings, and review of deferred submittals, etc. will be completed on an hourly basis with a minimum charge of 2-hours and a mutually acceptable not-to-exceed amount.

Expedited Plan Review - Expedited plan review may be accommodated upon request with 24 hours notice. This service will be accommodated for both percentage based and fixed fee/contract rate packages, as well as for hourly rate contracts and services.

Electronic Plan Review - Electronic plan review services will be performed for percentage based plan review services facilitated off-site at WC³ office locations, as well for hourly plan review projects associated with in-house City services. WC³ will automatically coordinate all processes.

** **Prevailing Wage Assignments** - Proposed hourly rates for Inspection Services are not applicable to prevailing wage assignments. Any prevailing wage assignment rates submitted to the jurisdiction will comply with State of California's Department of Industrial Relations (DIR) regulations.

On-Site, In-House or Inspection Services - On site or in-house services (plan review, permit technician, CBO services) will be provided in eight (8) hour segments. An eight (8) hour minimum is required for all requested inspection services.

Overtime - On-site, in-house or inspection services more than forty (40) hours a week, overtime work, holiday work, weekend work, etc. will be invoiced as follows:

- **Overtime** – One hundred fifty percent (150%) of regular rates. Overtime is defined as working more than forty (40) hours a week, more than eight (8) hours a day or more than six (6) consecutive days in a week.
- **Double Overtime** – Two hundred percent (200%) of regular rates. Double overtime is defined as working more than twelve (12) hours a day or working more than eight (8) hours on the seventh consecutive day of work.
- **Holidays and Weekends** – Two hundred percent (200%) of regular rates.

Reimbursable Expenses - Reimbursable expenses (i.e. specialized equipment rental or printing costs) will be authorized prior to charge and billed at actual cost + 10% mark up.

Courier / Delivery Expenses - Should the need arise, WC³ will use our established shipping service to pick up documents for courier/delivery to and from our WC³ office(s) at no additional cost.

Mileage Expenses - When applicable, reimbursements for mileage are for the use of personal automobiles within the City's limits, typically Building Inspectors. Reimbursements for mileage are applicable to the staff hourly rate plus the Internal Revenue Service's (IRS) standard mileage rate.

*** **Trip Fee** - A trip fee will be applicable each way for all on-site consultations required for plan review, staff augmentation, or inspections. Trip fee expenses are applicable to the staff hourly rate plus the Internal Revenue Service's (IRS) standard mileage rate.

Invoicing Procedures - At the beginning of each month, WC³ will furnish an invoice and a statement of the work performed for compensation during the preceding month. Such statement will also include a detailed record, if applicable, of the month's actual reimbursable and mileage expenditures.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this AGREEMENT, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this AGREEMENT.

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

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

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

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

Umbrella or excess liability insurance. [Optional depending on limits required]. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

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

Other provisions or requirements

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

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or sub consultants.

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 sub consultants.

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

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

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

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

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

EXHIBIT D
REQUEST FOR PROPOSAL

**REQUEST FOR QUALIFICATIONS
FOR PROFESSIONAL
ON-CALL CONSULTANTS - BUILDING SERVICES
DECEMBER 28, 2023**

The City of Seaside, hereinafter (City) is requesting proposals from qualified Building and Safety (Consultant) firms in response to this Request for Qualifications (RFQ) to provide professional services and staff augmentation to support the following:

- On-call consulting services for the Building Division;
- On-call Building Services related activities (i.e. counter staffing, permit issuance);
- Building and Safety related activities

The selected Consultant will be responsible for providing staff augmentation services in various areas of the Building Department. The City of Seaside intends to create an “On Call” list to provide Building and Safety augmentation services. Consultants will be selected based on the responses to this RFQ.

I. BACKGROUND

The City of Seaside is located approximately 115 miles south of San Francisco and 73 miles south of San Jose. The City of Seaside encompasses a total area of approximately nine square miles. Seaside is the largest city on the Monterey Peninsula with 33,878 residents. A large part of the City of Seaside's area, 6.44 square miles, lies within the former Fort Ord military base. From time to time, the City of Seaside may contract with outside consultants to augment staffing. This RFQ is intended to augment staffing for the Building Department.

II. PROPOSED SCOPE OF WORK

The City is seeking to develop a list of qualified “On-Call” Consultants to provide building and safety review support to support processing of various development applications and/or plans or to complete the preparation and processing of environmental documents required for compliance with the California Environmental Quality Act (CEQA) or building and safety related activities. The list of projects may include, but is not limited to:

Building and Safety Services Related:

- Building and Safety Services in-house staffing for office coverage, residential and commercial plan checks, related to California Building, Residential, Electrical, Plumbing, Mechanical, Green Building Standards and Energy Codes (including Residential Fire Sprinklers and Disabled Access requirements).
- Residential and commercial building inspections.
- Third party commercial and residential Plan Check for California Building, Residential, Electrical, Plumbing, Mechanical Green Building Standards and Energy Codes (including Residential Fire Sprinklers and Disabled Access requirements).
- Contract Building Inspection Services (combination) short or long-term assignments.

Request for Qualifications
Building & Safety Services Staff Augmentation

- Certified Access Specialist (CAsp) availability.
- Contract Code Enforcement Services
- Senior Combination Building Inspector
- Certified and experienced Permit Technician

The selected Consultants will be on an “On-Call”, “As Needed” basis for a one (1) year period with an option to extend for one (1) year and a second option to extend for one (1) year, for a total three (3) year term.

The ultimate scope of the services and list of deliverables will be determined when such services are requested on a task-by-task/project level basis. A separate fee proposal will be required for each task/project requested including hourly rates and fixed fees. Consultants need not be capable of providing all of the listed services to receive a contract. State clearly the portion of the Scope of Services that the Consultant intends to provide.

It is anticipated that during the two (2) year term that the City will award a Task Order to an “On-Call” consultant who has/have best met requested task-by-task/project level qualifications and with whom the City has successfully completed negotiations regarding billing rates and fees. The actual contract amount is not to exceed \$1,000,000 (one million dollars) and the amount of work may vary depending on the consultants’ qualifications and the amount of work needed by the City.

The ideal candidate has a good working knowledge of the following documents:

1. State Water Resources Control Board (SWRCB) Water Quality Order No. 2013-0001-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004
2. City of Seaside Municipal Code
3. ALL of 2022 California Building Codes and documentation required to be provided/submitted to the Building Department as a project progresses from one phase into the next, including but not limited to Energy forms, special reports, field plan changes, as an example.

Attachment A contains a copy of the Standard Consultant Agreement, which includes standard terms and conditions and insurance requirements applicable to the performance of this work.

III. FORM AND CONTENT OF PROPOSAL

Proposals should clearly state respondent's qualifications. In reviewing the proposals, the City of Seaside considers the quality of the proposal to be reflective of the potential quality of the work the Consultant is able to perform. The ability of the Consultant to clearly and concisely convey information will be considered in the review process. Consultants are encouraged not to submit lengthy and overly wordy proposals.

The SOQ must be concise (maximum 15 pages) and include, at a minimum, the following information:

- A) A brief description of the consultant's firm, including the year the firm was established, type of organization (partnership, corporation, etc.), and a statement of the firm's qualifications for performing the subject consulting services.
- B) A summary of the qualifications and experience of each member proposed to provide professional services.
- C) A project summary list with descriptions of the proposed team's experience working for public entities.
- D) A list of references of relevant clients, including a contact person with their current telephone number and email address.

All proposing firms must be professionally engaged in Building and Code Enforcement with experience in the public sector for a minimum of ten (10) years. At a minimum, Consultants must employ qualified individuals who are licensed and/or otherwise qualified in the following disciplines:

- 1. Contract Building Inspection Services
- 2. Permit Issuance
- 3. Code Enforcement
- 4. Third party commercial and residential Plan Check for California Building, Energy Codes (including Residential Fire Sprinklers and Disabled Access requirements).

IV. QUESTIONS AND ADDENDA

Please direct any questions you may have regarding this RFQ, including any request for the City of Seaside to issue a formal written clarification or correction of a discrepancy or an omission in this RFQ, **via email** to:

Romeo Herrera,
Chief Building Official
831-899-6733
rherrera@ci.seaside.ca.us

**Request for Qualifications
Building & Safety Services Staff Augmentation**

Any request for a formal written clarification or correction of a discrepancy or an omission in this RFQ must be received by the City of Seaside at least three (3) business days prior to the proposal due date. Any City of Seaside response to such a request will be made in the form of an addendum to this RFQ and will be sent by e-mail to all parties to whom this RFQ has been issued prior to the proposal due date. All addenda shall become part of this RFQ.

All correspondence from the City of Seaside for this RFQ will be by either email or regular mail. In order to ensure that all interested Consultants are notified of such clarifications or corrections, please provide your email and contact information to Mr. Herrera at the email address listed above if your firm intends to submit a Proposal.

V. SUBMITTAL OF PROPOSALS

Please submit three (3) hard copies and one (1) electronic copy in PDF format of your Proposal, identified on the outside of the envelope as "**Proposal for Professional Services**" to arrive at the City of Seaside's offices not later than 4:30 p.m. Pacific Time on Friday, January 19, 2024 addressed as follows:

Mr. Romeo Herrera
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
(831) 899-6733

Proposals received by the City of Seaside after this deadline will not be accepted. Emailed submissions are acceptable but cannot contain zipped files or files larger than 5 Mbytes.

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

VI. EVALUATION PROCESS

Agency staff will review each SOQ for completeness and content. Each SOQ will be evaluated based upon the relevant qualifications and experience of the consultant. Staff may conduct interviews if necessary. References will also be verified. The SOQ review will focus upon the following criteria and assigned points:

1. *Organization:* Does the firm offer the breadth and quality of services required for the types of services listed in the Scope of Work? - 20 points
2. *Staff:* Do the qualifications of key personnel to be assigned to the anticipated projects coincide with tasks listed in the Scope of Work? Do assigned personnel have requisite education, experience, and professional qualifications?- 20 points

Request for Qualifications
Building & Safety Services Staff Augmentation

3. *Experience:* Has the firm demonstrated the ability to successfully provide services for projects of a similar complexity and nature as described herein? - 20 points
4. *Professional Standing:* Are the firm's references from past clients and associates favorable? Are deliverables submitted on time and within budget? - 10 Points
5. *Proposal:* Organization, presentation, and content of proposal. Conformance to the specified proposal format. - 15 Points
6. *Responsiveness.* Ability to perform services at City of Seaside City Hall at a fair and reasonable cost. Ability to respond to request for service in a timely manner. – 15 points

Proposals will be ranked on the basis of qualifications. The City of Seaside may conduct interviews with some or all of the firms who submit proposals, or it may complete its evaluation based on the proposals alone. If interviews are conducted, firms selected for interview will be contacted at that time to arrange the date and time for their interview.

VII. SELECTION PROCESS

Based on staff recommendation, City Council will consider approval of consultant(s). The City Council may approve selected firms or choose to determine that no SOQ proposal exhibits adequate qualifications.

Upon the selection by the City Council, consultant(s) may or may not be called upon by the City of Seaside to provide services.

VIII. SCHEDULE

The anticipated schedule for award of this project is as follows:

Release of RFQ	December 28, 2023
Receipt of Proposals	January 19, 2024
Review/Rate Proposals	January 22-23, 2024
Interview Consultant(s), if necessary	January 25-26, 2024
Council approval of On-Call List	February 15, 2024
Start of Contract	February 28, 2024

IX. ACCEPTANCE OR REJECTION OF PROPOSAL

The City of Seaside reserves the right to accept or reject any and all proposals. The City of Seaside also reserves the right to waive any informality or irregularity in any Qualifications. Additionally, the City of Seaside may, for any reason, decide not to award an agreement as a result of this RFQ or cancel the RFQ process. The City of Seaside shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by the submission of the proposal. The City of Seaside will make a recommendation to the City Council regarding the selection of Consultant

based upon an evaluation of the proposals. The City of Seaside reserves the right to negotiate project deliverables and associated costs.

X. GENERAL DESCRIPTION OF PROPOSED AGREEMENT

Upon conclusion of the RFQ process, the City of Seaside will establish a list of Consultants with which the City may enter into negotiations for the assignments described. The selected Consultant shall enter into contract negotiations with the City of Seaside in substantial conformity with the selected proposal and the form of the Consultant Agreement, which is contained in Attachment A.

XI. INSURANCE REQUIREMENTS

The selected Consultant, at Consultant's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain all of the insurance requirements, as outlined in Attachment B.

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

The selected Consultant shall satisfy these insurance requirements prior to approval of the Agreement. Please address any issues with respect to insurance requirements in your response to the corresponding question in the RFQ.

XII. EXAMINATION OF PROPOSED MATERIAL

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

XIII. PUBLIC NATURE OF PROPOSAL MATERIAL

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

**Request for Qualifications
Building & Safety Services Staff Augmentation**

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

XIV. DISQUALIFICATION

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

- A. Evidence of collusion, directly or indirectly, by Consultants in regard to the amount, terms, or conditions of this proposal;
- B. Any attempt to improperly influence any member of the selection staff;
- C. Existence of any lawsuit, unresolved contractual claim or dispute between Consultant and the City of Seaside;
- D. Evidence of incorrect information submitted as part of the proposal;
- E. Evidence of Consultant’s inability to successfully complete the responsibilities and obligations of the proposal; and
- F. Consultant’s default under any agreement, which results in termination of the Agreement.

XV. NON-CONFORMING PROPOSAL

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

XVI. PROHIBITION OF GIFTS

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

XVII. NON-DISCRIMINATION/NON-PREFERENTIAL TREATMENT

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

XVIII. ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to this RFQ process:

- A. It is anticipated that the award of the Agreement resulting from the RFQ shall include terms and conditions similar to those referenced in the City of Seaside's Standard Consultant Agreement, attached. Exceptions proposed by the Consultant, if any, to the terms and conditions included in the City of Seaside's Standard Consultant Agreement should be included in the proposal. The City of Seaside reserves the right to consider any proposal exceptions during its evaluation of the acceptability of a proposal.
- B. This RFQ does not commit the City of Seaside to pay any costs incurred in the submission of the proposal or in making any necessary studies or analysis in preparation of submission of the proposal.
- C. The City of Seaside reserves the right without limitation to:
 - 1. Enter into an agreement with another Consultant in the event that the originally selected Consultant defaults or fails to execute an agreement with the City of Seaside;
 - 2. Modify and re-issue the RFQ;
 - 3. Take action regarding the RFQ as may be deemed to be in the best interest of the City of Seaside.
- D. The City of Seaside reserves the right to verify any information provided during the RFQ process. The City of Seaside may contact references listed or any other person known to have contracted with Consultant.
- E. An agreement shall not be binding or valid with the City of Seaside unless and until it is executed by authorized representatives of the City of Seaside and of the Consultant.
- F. While it is the intent of the City of Seaside to proceed with this project, this solicitation does not obligate the City of Seaside to enter into an Agreement. The City of Seaside retains the right to cancel this RFQ at any time should the project be cancelled, the City of Seaside loses the required funding, or it is deemed in the best interest of the City of Seaside. No obligation either expressed or implied, exists on the part of the City of Seaside to make an award or to pay any cost incurred in the preparation or submission of an RFQ.
- G. Failure to execute the agreement within the time frame identified above shall be sufficient cause for voiding the award.

Request for Qualifications
Building & Safety Services Staff Augmentation

- H. Failure to comply with other requirements within the set time shall constitute failure to execute the Agreement. If the selected respondent refuses or fails to execute the Agreement, the City of Seaside may award the contract to the next qualified highest ranked Respondent.

XIX. ATTACHMENTS

Attachment A – Sample Agreement

Attachment B – Insurance Requirements

EXHIBIT E
CONSULTANT'S PROPOSAL



Attn: Mr. Romeo Herrera
Chief Building Official
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955
rherrera@ci.seaside.ca.us

STATEMENT OF QUALIFICATIONS

Proposal Prepared for: City of Seaside, CA
Submitted by: Friday, January 19, 2024 @ 4:30 pm

On-Call Consultants Building Services

West Coast Code Consultants, Inc.
South San Francisco Regional Office
417 Grand Avenue, Suite 201
South San Francisco, CA 94080

CALIFORNIA | UTAH | WASHINGTON | NEVADA | IDAHO

Teaming with Your Community to Make a Difference

Photo Credit: <https://www.ci.seaside.ca.us>

PROJECT CONTACT:

Donald Zhao, PE, MCP, CBO
Vice President, Regional Manager
417 Grand Avenue, Suite 201
South San Francisco, CA 94080
P: (650) 754-6353
C: (925) 997-4322
E: Donald@WC-3.com



West Coast Code Consultants, Inc.



West Coast Code Consultants, Inc.

Cover Letter

January 19, 2024

Mr. Romeo Herrera
Chief Building Official
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

RE: Request for Qualifications - On-Call Consultants Building Services

Attn: Mr. Romeo Herrera,

West Coast Code Consultants, Inc. (WC³) is thrilled to present our statement of qualifications to the City of Seaside, California City. We are offering our services to provide On-Call Consultants Building Services as necessary in support of the City.

WC³ has a proven track record of providing reliable support and excellent service for providing complete Building and Safety Services throughout California. We are confident in our ability to provide these important services to your City.

Our team of professionals includes licensed civil engineers, structural engineers, fire protection engineers, land surveyors, ICC-certified building officials, fire marshals, plans examiners, building and public works inspectors, permit technicians, and other experts. Our vast experience working on various civil, engineering, architectural, structural, mechanical, electrical, plumbing, solar, fire, and energy projects has provided WC³ with unparalleled knowledge of local codes and ordinances, State Codes, Federal Codes, and Standards.

Our combined experience, knowledge, and customer service are key to our performance. We are fully capable of meeting the staff augmentation, third-party plan check, building inspection, code enforcement and permitting needs for your projects. Our prime strategies for serving your agency are as follows:

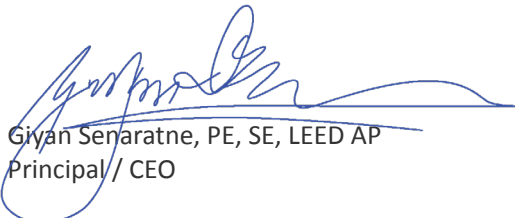
- ▶ Provide accurate and responsive plan review, inspection, code enforcement, and permitting services to ensure compliance with applicable codes and standards.
- ▶ Provide the highest level of customer service and perform plan reviews and inspections that meet or beat standard turnaround times.
- ▶ Balance the need to ensure conformance to standards and regulations with the need for predictability, uniformity, and efficiency.

We thank you for your consideration and look forward to an opportunity of working together. We are confident in our ability to meet the needs of the City of Seaside and eager to deliver professional, thorough service with our diverse, experienced team. If you have any questions or require further information, please feel free to contact me, or our Vice President and Regional Manager, Mr. Donald Zhao, at anytime. He can be reached at:

Donald Zhao, PE, MCP, CBO - Vice President/Regional Manager
West Coast Code Consultants, Inc. | South San Francisco Regional Office

417 Grand Avenue, Ste. 201 | South San Francisco, CA 94080 | P: (650) 754-6353 | E: Donald@WC-3.com

Sincerely,



Giyan Senaratne, PE, SE, LEED AP
Principal / CEO

Table of Contents

▶ Company Information	1
▶ Qualifications and Experience	2
▶ Project Summary	12
▶ References	15
▶ Appendix - Resumes	16



WEST COAST CODE CONSULTANTS, INC.

Donald Zhao, PE, MCP, CBO | **P:** (650) 754-6353 | **E:** Donald@WC-3.com
417 Grand Avenue, Suite 201, South San Francisco, CA 94080 | **www.WC-3.com**

Photo Credit: <https://www.ci.seaside.ca.us>

Company Information

Firm Overview

West Coast Code Consultants, Inc. (WC³) is a code compliance consulting firm, specializing in comprehensive plan review, inspection and staff augmentation services. Founded by Giyan Senaratne in 2006, WC³ is not a subsidiary of any other firm. The company has experienced steady growth over the past 17 years and has evolved from a small central team in California to an industry leader throughout the United States. WC³ serves clients with 11 office locations in six states and over 125 employees. Shall a contract be awarded to our firm, our South San Francisco Regional Office will primarily service the City of Seaside contract. No sub-contractors or sub-consultants will be utilized to perform the work.

Regional / Client Manager

Donald Zhao, PE, MCP, CBO - Vice President
P: (650) 754-6353 | Donald@WC-3.com

Plan Review Manager

H. Zahra Fattah
P: (925) 275-1700 | Zahra@WC-3.com

Building Inspection Manager

H. Joe Rossbach, MCP, CBO
P: (650) 754-6353 | JoeR@WC-3.com

Staff	Entity	Federal ID/Tax ID
125	S-Corp	204707579

Corporate Office

5000 Executive Parkway, Suite 510
San Ramon, CA 94583
P: (925) 275-1700 | F: (925) 275-0600

South San Francisco Regional Office

417 Grand Avenue, Suite 201
South San Francisco, CA 94080
P: (650) 754-6353 | F: (925) 275-0600

Recognition & Accomplishments

- ICC Preferred Education Provider (#1129)
- AIA Education Provider (#38839994)
- 2022, 2014 & 2010 ICC Chapter Industry Awards for Excellence
- 2021, 2019 & 2015 ICC Chapter Education Awards
- 2019 ICC Chapter Permit Tech of the Year
- 2021 Plumbing Essentials Handbook Author
- 2021 & 2018 IBC Handbook Co-Author
- 2018 IEBC Handbook Author
- 2018 IRC Plan Review Course Developer
- 2018 IBC Structural/Non-Structural Plan Review Course Developer



COMMUNICATION

Good communication is a top priority in providing good service. WC³ staff members assigned to the City of Seaside projects will be responsive and easy to contact by email and/or phone.



ON-TIME PLAN REVIEW

Our qualified team performs a variety of timely reviews, including:

Residential Developments
Commercial Occupancies
Tenant Improvements
Institutional Facilities
Essential Service Buildings
Medical Labs & Facilities
Public Works & More



QUALIFIED

WC³ has been providing building department services and more for over a decade. Each team member working on the City of Seaside projects will have obtained all requisite certifications and licensing.



Highlights



Qualifications and Experience

General and Special Skills

WC³ has been serving local jurisdictions with complete plan review, inspection, staff augmentation and other comprehensive services for almost 17 years. The company was founded on a commitment to supporting municipalities with exceptional service, code expertise and creative problem-solving. The same guiding philosophy continues to serve our clients to this day and WC³ continues to thrive with the ability to adapt to each client's needs. Whether it's a 40-story high-rise, or a complex mixed-use commercial and residential occupancy, we've assisted coastal and inland cities throughout California with all types of projects—both large and small. Our team of highly qualified professionals is licensed, certified and understands all aspects of code. We strive to meet aggressive turnaround times to keep projects on schedule and always address questions and concerns in a polite and friendly manner.

When in-house teams are understaffed, require specific expertise on complex projects, or feel overwhelmed with a long list of projects, WC³ is available to handle all technical aspects or project overflow for your community. We serve in matters to help fulfill obligations and can join in on phone calls or meetings with city officials, employees or applicants. In many instances, our employees have served jurisdictions in a variety of roles, including administrative or front counter support, permit technicians, or to provide interim building official or third-party plan check services. We strive for complete satisfaction and our remarkable employees are always ready to assist.

WC³ is recognized as an industry leader with a team who maintains a high level of skill and experience. Through our WC³ Academy, we are often invited to host live instructor training, as well as online, on-demand training courses in building safety and fire prevention for field and technical staff, nationally. We remain a leader in meeting ever-changing industry standards and our employees are continually challenged to enhance their educations and pursue relevant certifications. This combination of experience, knowledge and customer service is the key to our success and helps us provide the very highest quality of service possible.

BUILDING SAFETY | FIRE PREVENTION | ENERGY & POWER PUBLIC WORKS & CIVIL ENGINEERING | WC³ ACADEMY | ePROCESS360

Building/Fire Plan Reviews
Civil/Public Works Plan Review
Code Interpretation
Code Enforcement

Building/Fire/Civil/Energy Inspection
Building Official/Fire Marshal Services
Administrative Services
Staff Augmentation

Code Training/Education
Online Permitting/Municipal
Software Solutions
And More!



Our Team

The WC³ team is comprised of licensed and certified...

Structural Engineers	Certified Accessibility Specialists
Civil Engineers	Certified Plans Examiners
Fire Protection Engineers	Certified Building Inspectors
Certified Fire Marshals	Certified Public Works Inspectors
Certified Building Officials	Certified Fire Inspectors
Certified SWPPP Designers	Certified Permit Technicians

Experience and Expertise to Address the Scope of Services

WC³ strives to adapt to the styles and requirements of the jurisdictional clients we serve. Every community is unique, and our staff is trained to provide individualized support for each of our clients. We are confident in our ability to perform the duties outlined by the City of Seaside. If awarded a contract, WC³ will provide building and safety review support to support processing of various development applications and/or plans or to complete the preparation and processing of environmental documents required for compliance with the California Environmental Quality Act (CEQA) or building and safety related activities. The list of projects may include, but is not limited to:

Building and Safety Services:

- Building and Safety Services in-house staffing for office coverage, residential and commercial plan checks, related to California Building, Residential, Electrical, Plumbing, Mechanical, Green Building Standards and Energy Codes (including Residential Fire Sprinklers and Disabled Access requirements).
- Residential and commercial building inspections.
- Third party commercial and residential Plan Check for California Building, Residential, Electrical, Plumbing, Mechanical Green Building Standards and Energy Codes (including Residential Fire Sprinklers and Disabled Access requirements).
- Contract Building Inspection Services (combination) short or long-term assignments.
- Certified Accessibility Specialist availability.
- Contract Code Enforcement Services
- Senior Combination Building Inspectors
- Certified and experienced Permit Technicians
- WC³ will be on an “On-Call”, “As Needed” basis for a one (1) year period with an option to extend for one (1) year and a second option to extend for one (1) year, for a total three (3) year term.
- WC³ understands that the ultimate scope of the services and list of deliverables will be determined when such services are requested on a task-by-task/project level basis. Separate fee proposals will be provided for each task/project requested including hourly rates and fixed fees. At this time, a rate schedule has not been included along with the submittal of this proposal. However, as previously mentioned, separate fee proposals will be provided for each task or project requested, including hourly rates and fixed fees.

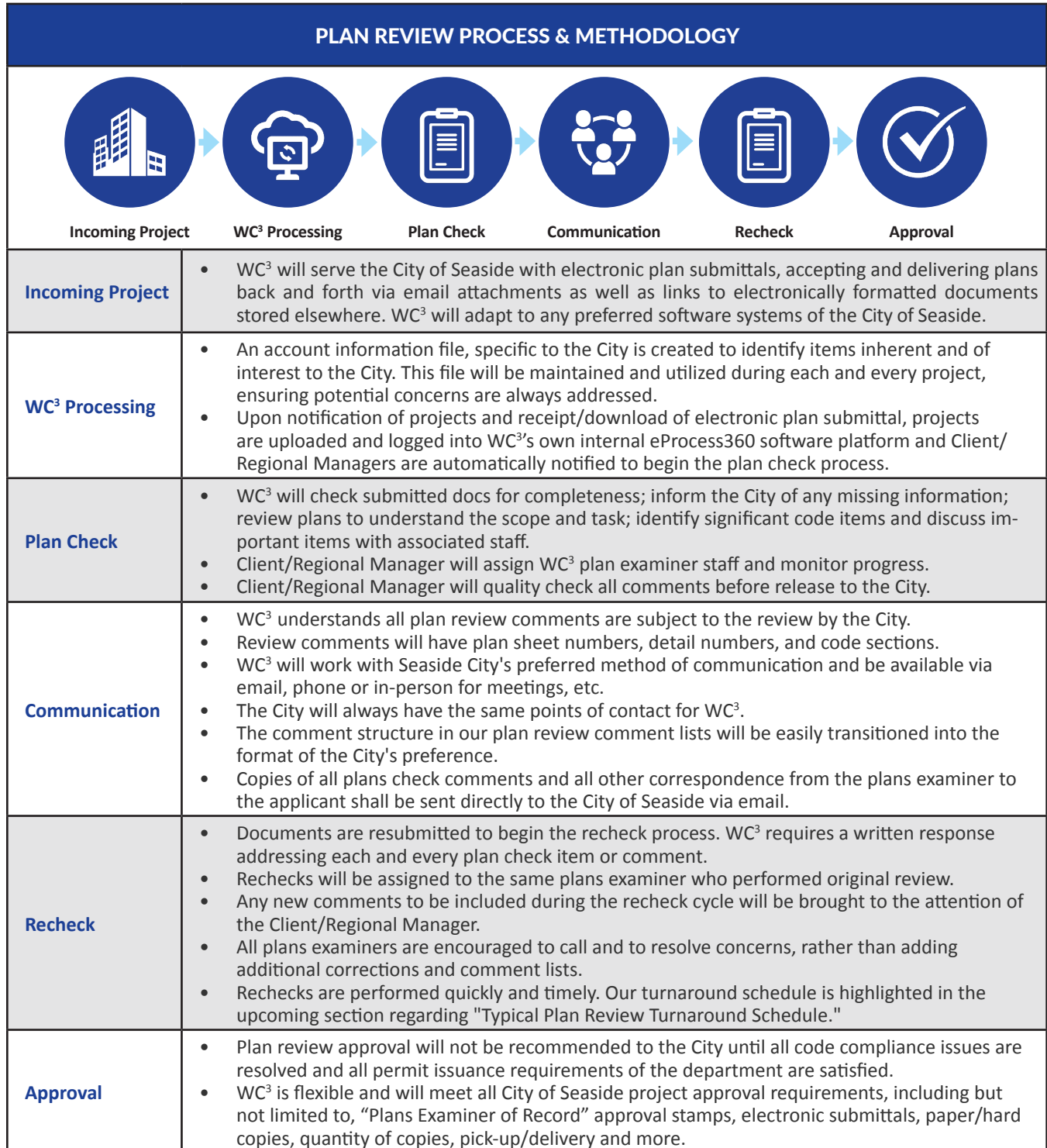
WC³ has a good working knowledge of the following documents:

- 1. State Water Resources Control Board (SWRCB) Water Quality Order No. 2013-0001-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004
- 2. City of Seaside Municipal Code
- 3. ALL of 2022 California Building Codes and documentation required to be provided/submitted to the Building Department as a project progresses from one phase into the next, including but not limited to Energy forms, special reports, field plan changes, as an example.

Qualifications and Experience

(Continued)

WC³ will work in a seamless and timely manner for all proposed services according to the City of Seaside's preferred procedures. An outline to WC³'s general process and methodologies associated with plan checking can be viewed below.



Qualifications and Experience

(Continued)

TYPICAL PLAN REVIEW TURNAROUND SCHEDULE

WC³ comprehensive plan reviews are performed in a prompt and expeditious manner to meet our jurisdictional clients' needs. WC³ is able to commit to performing plan review deliverables within timeline expectations that meet or beat industry standards. When workloads get tight, WC³ is able to take advantage of schedule availability in additional Regional Offices and benefit from the knowledge and expertise shared across multiple disciplines. All turnaround times are specified from the day they are received in our office(s) and for extraordinarily complex projects, WC³ will immediately contact the City of Seaside and agree on an appropriate response time prior to starting the review.

	INITIAL (Business Days)	RECHECK (Business Days)	EXPEDITED (Business Days)	RECHECK (Business Days)
New Construction, Additions & Remodels	10	5	5	5
New Construction Multi-Family	15-20	5-10	5-10	5-10
Commercial Projects (Small)	10	5	5	5
Commercial Projects (Large/Complex)*	15-20	5-10	5-10	5-10

** Typical turnaround times for large/complex projects is 15-20 days for first reviews and 5-10 days for re-checks.
The City will be contacted and an appropriate response time will be negotiated on a case by case basis.*

EXPEDITED APPROACH TO PLAN REVIEW SERVICES

Expedited or accelerated plan review can be accommodated upon request at anytime from the City of Seaside. The expedited plan review process is a means to accelerate initial plan reviews by experienced plans examiners, and when it comes to expedited plan review services, WC³'s typical plan review process is extremely easy to adapt. Clients simply need to submit projects according to standard protocols with a note highlighting that a project is to be expedited. In this case, the quality of WC³'s expedited plan review services do not change. WC³ will allocate additional staffing as necessary, and as available, in order to meet the City's expedited deadlines. WC³ shall provide initial comments, including corrections to be made to the construction documents, within an expedited turnaround time of five (5) business days from the date the submittal was received by our team. Subsequent reviews following initial expedited reviews may also be expedited at each client's discretion; however subsequent reviews are typically completed in a timely manner and will be reviewed in the order in which they are received.

TYPICAL INSPECTION TURNAROUND SCHEDULE

Inspections shall be performed during the City of Seaside's regular business hours. Our inspection services include a commitment to making inspectors available for standard, routine inspection needs associated with projects. Standard turnaround for inspection requests will be scheduled accordingly with 48-hour advance notice and when the schedule allows, WC³ will make every effort to accommodate emergency or same-day inspection requests. Additionally, when special needs arise, inspectors can also be made available for after-hour, weekend and holiday inspections as well.

INSPECTION PERIOD	REQUEST LEAD TIME FOR INSPECTION
Short Term / Standard Inspections	48 Hours Advance Notice
Long Term Assignment Inspections	1 Months Advance Notice
Emergency/Same Day Inspections	Accommodated as Schedule Allows

Additional Efforts to Achieve the City of Seaside Satisfaction

WC³ will provide the City of Seaside the technical expertise they seek through a complete array of plan review, inspection, code enforcement and permitting services. Our portfolio includes projects regarding building, preliminary building, structural, fire & life safety, accessibility, energy, mechanical, plumbing, electrical, solar and other specialty disciplines. Our staff is committed to providing higher standards by delivering building department solutions that exceed client satisfaction and meet time and budget constraints. We believe we are able to meet all the outlined requirements of the RFQ as stated. The following is a list of additional professional aspects specific to this RFQ that we feel the City of Seaside will find advantageous:

- ▶ **International Code Council (ICC) Certified Permit Technicians** - As needed, WC³ can furnish exceptionally qualified personnel to staff and support your front counter operations. Our staff operates as an extension of your team and understands that customer service is paramount in our industry. All of our team members are intimately familiar with the building application and permitting process. Our technicians are acquainted with a vast array of jurisdictional permit tracking programs and will quickly adapt to your departments specific processes and procedures. We work proactively and collaboratively with applicants to help resolve issues and make the permitting process as pleasant as possible for your customers. All candidates will be presented for the City's approval.
- ▶ **International Code Council (ICC) Certified Inspections** - All inspection personnel assigned to your jurisdiction will be able to read, understand and interpret construction documents, prepare and maintain accurate records and reports, communicate clearly both verbally and in writing and work effectively with contractors, the public, and jurisdictional staff. WC³ tailors our inspection services to meet the specific needs of our clients. In addition to maintaining the International Code Council (ICC) certified inspectors and combination inspectors on staff, we also maintain a list of highly qualified and certified personnel to draw upon when we desire to fulfill jurisdictional clients' full time or interim needs. Each inspector assigned to the City of Seaside will be in possession of all required certifications and minimum experience requirements; and the City will have the opportunity to review all candidates prior to task or project assignment.
- ▶ **California Licensed, ICC-Certified Building Plan Review** - WC³ has ten (10) licensed structural engineers and twenty two (22) professional engineers on staff to meet the criteria noted in the RFQ. Many have performed engineering design work in the past, and each has performed hundreds of commercial, residential, institutional/educational, MEP and structural plan reviews throughout their career. Our staff also includes six (6) Master Code Professionals and many members certified by the ICC. Our team operates independently as a third party entity, is properly licensed to practice in the state of California, and has no conflict of interest with regard to any other work performed by our firm for the City.
- ▶ **California Licensed Fire Protection Plan Review** - WC³ is an industry leader in providing plan review services for Fire Prevention and Fire and Life Safety Plan Review. Our diverse team of Fire Protection Engineers, Executive Fire Officers, Certified Fire Protection Specialists, Fire Marshals and Plans Examiners offer clients and extensive range of experience—both formally and on the job. With resources of technical professionals from multiple offices, our team is proficient in all types of construction. Clients count on us to understand the intricacies of fire department access, means of egress, smoke management, fire flow calculations, hazardous materials, fire protection systems, communication systems and more.
- ▶ **California Licensed Engineering Plan Review** - WC³'s engineering plan review service includes California certified professionals and engineers, as well as company best practices to meet each municipality's service requirements. Our team manages projects effectively and efficiently, completing all deliverables with clear comments and communication on time and within budget. We combine quality service to review improvement plans for conformance to approved tentative map, specific plans, and conditions of approval, as well as engineering bond estimates, subdivision maps, hydrology/hydraulic reports, stormwater management, development plans, lot line adjustments, lot mergers, easement plats, and more. Our personalized approach with transparent communication helps streamline the process.

Qualifications and Experience

(Continued)

- ▶ **Certified Accessibility Specialist Plan Review** - WC³'s professional staff of plans examiners has vast experience in providing plan reviews for specialized accessibility projects and is well versed in all construction-related accessibility code and standards. WC³ has provided numerous CASp plan reviews and inspections for many of our California clients and has tremendous expertise in guiding clients through California's accessibility regulations as well as ADA and other applicable laws.
- ▶ **Electronic/Digital Plan Review Capability** - WC³ is very familiar with Electronic/Digital Plan Review technologies and works in a variety of capacities as per jurisdictional clients' specifications and systems. This technologically advanced form of plan review provides WC³ the ability to review, mark-up and transport plans of any size, electronically. At no additional cost to clients, we strongly encourage this service. The electronic count on us to understand the intricacies of fire department access, means of egress, smoke management, fire flow calculations, hazardous materials, fire protection systems, communication systems and more.
- ▶ **Meeting Availability & Technical Advice** - When jurisdictions are understaffed, require specific expertise on complex projects, or feel overwhelmed with particular projects, WC³ is available to handle all technical aspects or project overflow for the City of Seaside. We serve in matters to help fulfill obligations and with reasonable notice are more than happy to join in on phone calls or attend special meetings at the City to help facilitate the approval process. Team members are available to discuss projects with designers, construction teams, City employees and/or applicants. We strive for complete client satisfaction and whether it's through telephone, email, web conference, fax or in person, WC³ team members are always ready to assist.
- ▶ **Emergency Services** - Teaming with Your Community to Make a Difference. This phrase has served as the guiding mission of WC³ for over 17 years. As we navigate challenging times, emergencies, disasters or pandemics, WC³ is committed to taking care of our clients and doing our part by continuing to offer the following services:
 - ▶ **Plan Review** - Because of our experience with electronic plan reviews, our staff has the ability work remotely and not miss a beat. With multiple offices located in various regions, we are able to adjust quickly and move plan review projects amongst qualified personal with similar expertise and provide seamless service to our clients. We are also able to facilitate meetings via teleconference and more, and all phone calls and emails will be responded to within the same quick and friendly manner as usual.
 - ▶ **Inspections & Code Enforcement** - The health and safety of employees and clients is always a top priority for WC³. When circumstance necessitates, we go to great lengths to perform safe, live inspections, while in others we are able to serve clients remotely. In either case, we are committed to helping manage the risk during emergency situations while also helping jurisdiction maintain performance.
 - ▶ **Staff Augmentation** - WC³'s staff augmentation services are a valuable resource when it comes to supporting jurisdictions' needs during emergencies and critical times. Whether live or remote support is needed, we're ready and available to assist with inspection services, building official responsibilities, administrative or permit technician duties, and more!
 - ▶ **eProcess360EDSR** - While an emergency, disaster or pandemic may have an immense impact on all of our lives, WC³ is committed to helping communities maintain day-to-day operations with as few disruptions as possible. Our eProcess360-EDSR is an online permitting solution that helps a jurisdiction work remotely with online applications, document submittals and plan review — serving citizens with peace of mind.
- ▶ **Continuing Education & Training** - WC³ is deeply embedded within the Building Safety industry, with many key staff serving as general members, executive board officers, committee participants, and requested instructors within ICC Chapters and industry associations. We facilitate and encourage all of our personnel to achieve the highest level of experience and certification; and all team members are appropriately licensed, certified and trained with attendance at industry-related training classes, conferences, and seminars. Due to our emphasis on training, WC³ has also created the WC³ Code Academy which provides education, training and online, on-demand resources to our staff and the industry. Please find additional information at www.WC-3.com.

Qualifications and Experience

(Continued)

Project Management Personnel

WC³ has established an experienced project team of individuals that would seamlessly augment the City of Seaside staff. The South San Francisco Regional office will serve as the management center for this project and Mr. Donald Zhao, PE, MCP, CBO will serve as Regional Manager and key WC³ contact for the City. The following includes a brief summary of proposed key contacts. On the subsequent pages, the additional members of the designated team are listed with specific assignment of in an Organization Chart, as well as a Table of Qualifications, displaying all licensing and certifications. Complete resumes of proposed team members can be viewed in the "Appendix - Resumes" on page 16. Photo copies of actual requisite licensing or certifications may be provided upon request.

Donald Zhao, PE, MCP, CBO - Regional Manager, Vice President



We propose the services of Mr. Donald Zhao, PE, MCP, CBO as our main point of contact and Client Manager for the City of Seaside. With over 20 years of experience in the construction industry and many of those years as a code official, Mr. Zhao has proven his mastery of Building Code in its many facets. Donald uses every opportunity to expand his base of knowledge and share it with his team. His utilization of modern collaboration technology, along with a strict standard of quality, has enabled Donald to lead the South San Francisco branch of WC³ into several years of consistent growth. Donald's technique and ambition serve as the foundation and goal for all his employees and set him at the cutting edge of an industry constantly in search of innovation.

Zahra Fattah - Plan Review Manager



Ms. Fattah has a multitude of structural design experience with several years as a design engineer and many years as structural and non-structural plan review engineer. She brings a broad range of experience to any project. As a plan review engineer she has reviewed thousands of projects for jurisdictions throughout California. Types of projects reviewed include single family dwellings, podium type residential complexes, corporate offices, OSHPD Medical facilities and Data Centers. She has provided in-house plan review services in multiple jurisdictions throughout the bay area and currently leads the plan review division at WC³'s San Ramon office. Mrs. Fattah is a long time Bay Area resident and is intimately familiar with the Bay Area built environment.

H. Joe Rossbach, MCP, CBO - Building Inspection Manager

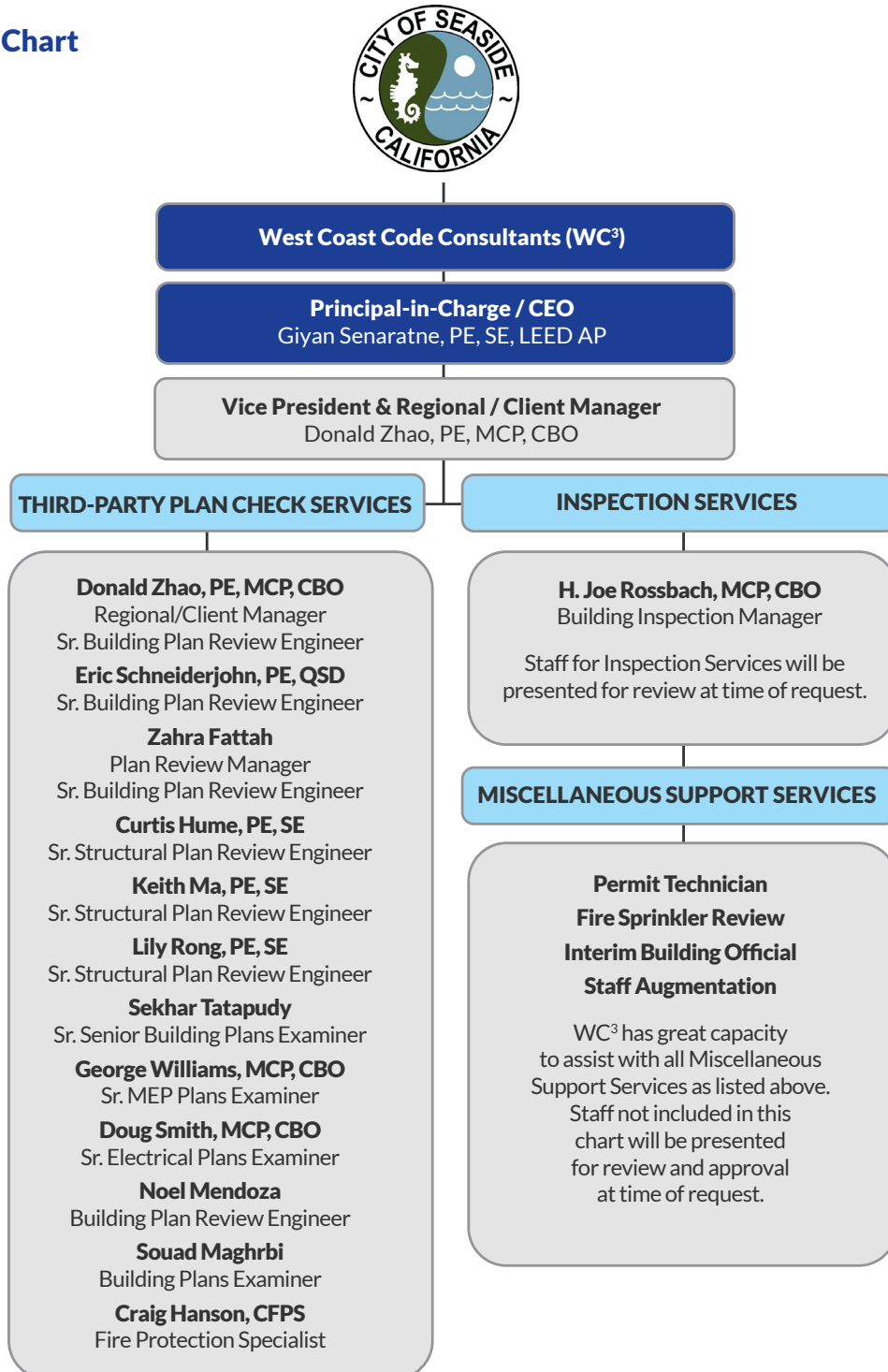


Mr. Rossbach, MCP, CBO, is a master code professional with over 25 years in the construction industry. His experience has enabled him to demonstrate exceptional problem-solving skills. Having worked with numerous customers in the construction industry, he also presents incredible interpersonal skills with strict attention to detail. Exposure to the industry from a variety of positions has assisted Joe in gaining the valuable skills necessary to perform a variety of inspections to ensure code compliance. He brings extensive building and construction inspection experience in multiple disciplines as well as in-depth trade and product knowledge. Joe achieved his chief building official certification through the International Code Council and has completed both the Management and Legal Modules.

Qualifications and Experience

(Continued)

Organization Chart



In addition to the staff members proposed, supplemental certified staff is available for support to the project. These staff members will be presented to the City for review at time of request.

Qualifications and Experience

(Continued)

PLAN REVIEW SERVICES

Giyan Senaratne, PE, SE, LEED AP Principal-in-Charge / CEO San Ramon Corporate Office	- Registered PE: CA 46194 - Registered SE: 4457 - LEED AP Certification	+8 Additional Certifications 32 Years Industry Experience
Donald Zhao, PE, MCP, CBO Vice President Building Plan Review Engineer South San Francisco Regional Office	- Registered PE: CA 79273 - ICC Master Code Professional - ICC Certified Building Official	+30 Additional Certifications 15 Years Industry Experience
Eric Schneiderjohn, PE, MS Building Plan Review Engineer San Ramon Corporate Office	- Registered PE: CA C 87019 - MS in Civil Engineering - ICC Building Plans Examiner	+2 Additional Certifications 10 Years Industry Experience
Zahra Fattah Plan Review Manager San Ramon Corporate Office	- BS in Structural Engineering - BS in Applied Physics	- ICC CA Building Plans Examiner 23 Years Industry Experience
Curtis Hume, PE, SE Structural Plan Review Engineer San Ramon Corporate Office	- Registered PE: CA 38266 - Registered SE: S3134	+3 Additional Licenses in Washington and Arizona 40 Years Industry Experience
Keith Ma, PE, SE Structural Plan Review Engineer San Ramon Corporate Office	- Registered PE: CA 364767 - Registered SE: 5065	14 Years Industry Experience
Lily Rong, PE, SE Structural Plan Review Engineer South San Francisco Regional Office	- Registered PE: CA 76434 - Registered SE: 6469	20+ Years Industry Experience
Sekhar Tatapudy Senior MEP Plans Examiner San Ramon Corporate Office	- Masters of Business Administration - Bachelor of Science Mechanical Engineering	37+ Years Industry Experience 14+ Years Bay Area Plan Check Experience
George Williams, MCP, CBO Senior MEP Plans Examiner Sandy Regional Office	- ICC Master Code Professional - ICC Certified Building Official - ICC Plumbing Code Specialist	- ICC Mechanical Code Specialist + 29 Additional Certifications 21 Years Industry Experience
Doug Smith, MCP, CBO Sr. Electrical Plans Examiner Layton Regional Office	- ICC Master Code Professional - ICC Certified Building Official - Electrical Plans Examiner	+12 Additional Certifications 21 Years Industry Experience
Noel Mendoza Building Plan Review Engineer San Ramon Corporate Office	- Bachelor of Civil Engineering - Engineer in Training Certification	- ICC Building Plans Examiner 8+ Years Industry Experience

Qualifications and Experience

(Continued)

PLAN REVIEW SERVICES (Continued)

Souad Maghrbi Building Plans Examiner San Ramon Corporate Office	• Bachelor of Science in Engineering • ICC CA Building Plans Examiner	• 20+ Years Industry Experience
Craig Hanson Fire Protection Specialist Meridian Satellite Office	• BA: Bachelor of Arts • AS: Applied Science • Fire Protection Specialist	• IFSAC Fire Inspector • Fire & Life Safety Plan Review • 29+ Years Industry Experience

INSPECTION SERVICES

H. Joe Rossbach, MCP, CBO Building Inspection Supervisor Sr. Building Inspector / Plans Examiner South San Francisco Regional Office	• ICC Master Code Professional • ICC Certified Building Official • ICC Commercial Bldg. Inspector	• ICC Building Plans Examiner • 28 Additional Certifications • 31 Years Industry Experience
--	---	---

Additional staff for Inspection Services will be presented for review at the time of request.

MISCELLANEOUS SUPPORT SERVICES

WC³ has great capacity to assist with Miscellaneous Support Services including, but not limited to: Permit Technician, Fire Sprinkler Review, Interim Building Official, and Staff Augmentation. Staff not included in this chart will be presented for review and approval at time of request.

In addition to the staff members proposed, supplemental certified staff is available for support to the project. These staff members will be presented to the City for review at time of request.



Project Summary

Relevant Project Experience

Our professional team has experience reviewing various construction types and occupancies, including schools, community developments, retail establishments and tenant improvements, as well as more larger-scaled industrial and commercial projects. The following represents a sampling of notable projects displaying WC³'s diverse expertise and experience similar in scope to those identified in the RFQ for the City of Seaside. Throughout each project our team applied a comprehensive understanding of multiple building codes and worked cohesively with design teams to help resolve code issues. All project schedules were adhered to and all project work was completed on time.



MENLO PARK RECREATION CENTER

Occupancy: A-3, B, S
Location: Menlo Park, CA

Year: 2021 - Ongoing
Valuation: \$45 Million

Remodel of the current complex which includes a fitness center, a senior center, the Onetta Harris Community Center, Kelly Park, a pool and a youth center. The new plan is to consolidate the indoor uses into a new 38,268 SF building, with an added library and lots of flexible space. Scope includes full plan review and deferrals.

Chuck Andrews | (650) 330-6704 | chandrews@menlopark.gov



MILLBRAE RECREATION CENTER

Occupancy: A-3
Location: Millbrae, CA

Year: 2020-Ongoing
Valuation: \$45 Million

The scope of work involves full plan review and deferrals. Projects consists of a new 24,193 SF. community center and associated landscaping improvements. The proposed community center is to be a (2) story type III-B structure that is fully sprinklered throughout. The building will include a guest community room with full-service kitchen, lobby, staff area, game room, fitness and wellness studio, and preschool. The second floor will have a senior lounge, art classroom, conference rooms, and additional classrooms.

Val Mandapat | (650) 259-2403 | vmandapat@ci.millbrae.ca.us



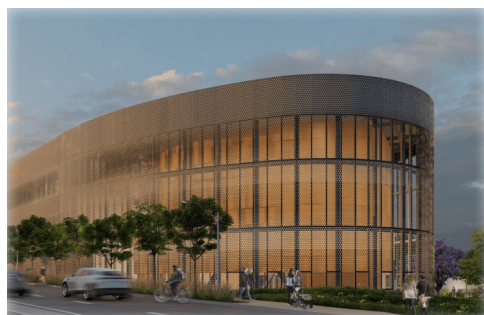
GATEWAY AT MILLBRAE STATION DEVELOPMENT

Occupancy: R-2, S-2, A-3, M
Location: Millbrae, CA

Year: 2020-Ongoing
Valuation: \$188 Million

Gateway at Millbrae Station is a neighborhood-defining community delivering quality spaces for people to live, work, shop, and dine. The transit oriented project located east of the Millbrae Intermodal Station entails a 6-story mixed-use building consisting of retail, lab and office spaces. The site also includes a 2-story parking garage, 400 residential homes and a hotel. WC³ provided various plan review services of the original and revised construction documents and is also providing building inspection services.

Val Mandapat | (650) 259-2403 | vmandapat@ci.millbrae.ca.us



COMMUNITY CIVIC CAMPUS

Occupancy: A-2, A-3, B, S-2

Location: South San Francisco, CA

Year: 2019 - Ongoing

Valuation: \$210 Million

A forward thinking civic presence for the City of South San Francisco that will include multi-functional, multi-user and interactive facilities. Built in three phases the project will include a police facility, library, parks and recreation center, community theater, city council chamber, parking garage and fire station.

Phillip Perry | (650) 829-6670, x6675 | phillip.perry@ssf.net



GATEWAY OF PACIFIC CAMPUS

Occupancy: B, A-3, L, S, H

Location: South San Francisco, CA

Year: 2018 - Ongoing

Valuation: Varies

Gateway of Pacific is a landmark, delivering premier laboratory and office space at the front door to South San Francisco's flourishing biotechnology community. This fully-integrated 2.2M SF (36 acre) campus features 10 distinct and robust buildings within an active, urban-park setting. WC³ has performed a multitude of projects in the civil, fire and life safety, fire systems and building plan review disciplines for this multi-phase development. Ongoing projects continue to this day in all disciplines associated with tenant improvements, research labs, office space and new construction.

Phillip Perry | (650) 829-6670, x6675 | phillip.perry@ssf.net



CODEXIS LAB & OFFICE RENOVATIONS

Occupancy: B

Location: San Carlos, CA

Year: 2018 - Ongoing

Valuation: \$9 Million

Since 2018, WC³ has had the opportunity to perform plan review services and associated inspections for the City of San Carlos and the biotechnology firm, Codexis. Most recently, projects involve the preliminary review, fire life safety review and complete plan review for the new tenant improvements associated with the firm's move to San Carlos' 8-acre Alexandria District for Science and Technology with two 6-story, 265,000 sf warm shell R&D office buildings. Codexis will occupy approximately 50% of the first two floors of Building A with a small space for hazardous storage as well as assembly space.

Christopher Valley | (650) 802-4262 | cvalley@cityofsancarlos.org



YOUTUBE GLOBAL HEADQUARTERS | PHASE 1 & PHASE 2

Occupancy: Varies

Location: San Bruno, CA

Year: 2017-Ongoing

Valuation: Varies

WC³ has performed various projects across a variety of building types and structures for the online video company, YouTube. Project scope for a planned decade-long expansion and redevelopment of the global headquarters with four new buildings will ultimately include two phases. WC³ has performed plan reviews associated with building and fire life safety, as well as review of systems for fire alarms, sprinklers, two-way communication, emergency responder and more.

Darcy Axiaq | (650) 616-7020 | daxiaq@sanbruno.ca.gov

Project Summary

(Continued)



EMERYSTATION WEST AT THE TRANSIT CENTER

Occupancy: L, B, A-3 & S-2

Year: 2014-2020

Location: Emeryville, CA

Valuation: \$64 Million

WC³ was pleased to facilitate all construction document control, plan review, inspection services, in-house staff augmentation, as well as the deferred submittals and plan revisions for exciting new bio-medical facility. EmeryStation West is a new 265,000 square foot, world-class laboratory, medical, office and transit project. WC³ has also been pleased to perform many similar services in association with the interior improvements for leasing tenants.

Victor Gonzales | (510) 596-4310 | vgonzales@emeryville.org



HAYWARD 21ST CENTURY LIBRARY

Occupancy: A, B, M

Year: 2015-2019

Location: City of Hayward, CA

Valuation: Unknown

Project included complete review of the demolition of an existing parking long and site elements to build a future 3-story, type IIA library structure with an atrium. The 57,600+ square foot building features multiple community rooms with a retail shop on the ground floor. WC³ was responsible for building and smoke control plan review.

Omar Noorzad | (510) 583-4313 | omar.noorzad@hayward-ca.gov



FIRE STATION #6

Occupancy: Varies

Year: 2018-2021

Location: City of Hayward, CA

Valuation: \$52 Million

In partnership with Chabot-Las Positas Community College District, the City of Hayward will develop a new regional center for firefighter, paramedic, rescue, and emergency response education and training. WC³ performed complete plan reviews for the nine planned buildings as well as above ground storage tanks. Construction began in 2020 and is expected to be completed in the Fall of 2022.

Omar Noorzad | (510) 583-4313 | omar.noorzad@hayward-ca.gov



CULTURAL ARTS CENTER

Occupancy: A-3

Year: 2021

Location: Dublin, CA

Valuation: \$11.8 Million

This project entails the conversion of old Police Department space of the Civic Center into a Cultural Arts Center. Reviews were performed for the design and improvement of approximately 13,000 SF on the first floor. The space will serve as a multi-use facility that affords cultural, educational and social opportunities for the community and includes an art gallery, a Black Box theater, multi-purpose classrooms, indoor/outdoor art yard, dance studio, and more.

Gregory Shreeve, Sr. | (925) 833-6620 | gregory.shreeve@dublin.ca.gov

References

References

WC³ is dedicated to providing our clients with excellent customer service and has been providing building and fire plan check as well as inspection services to municipalities for more than a decade. Our portfolio is comprised of a variety of intricate projects, serving jurisdictions of all sorts and size. The following partial list highlights clients similar to the City of Seaside, all of whom may be contacted as a reference.

► City of South San Francisco

Erik Rietdorf Perry
Interim Chief Building Official

315 Maple Ave.
South San Francisco, CA 94080
erik.rietdorf@ssf.net
(650) 829-6685

Services: 2014 to Present
Building/Fire Plan Review,
Inspections, Staff Augmentation

► City of Pleasanton

Robert Queirolo, CBO
Chief Building Official

200 Old Bernal Avenue
Pleasanton, CA 94566
rqueirolo@cityofpleasantonca.gov
(925) 931-5310

Services: 2013 to Present
Building/Fire Plan Review, Building/Fire Inspection Services, Front Counter Support

► City of Emeryville

Chadrick Smalley
Community Development Director

1333 Park Ave
Emeryville, CA 94608
csmalley@emeryville.org
(510) 596-4355

Services: 2006 to Present
Building Plan Review, Inspections, Front Counter Support, Code Enforcement

► City of San Bruno

Darcy Axiaq
Chief Building Official

567 El Camino Real
San Bruno, CA 94066
daxiaq@sanbruno.ca.gov
(650) 616-7020

Services: 2014 to Present
On Call Plan Review, Inspections, Staff Augmentation

► City of Cupertino

Sean Hatch, CBO
Chief Building Official

10300 Torre Ave.
Cupertino, CA 95014
seanh@cupertino.org
(408) 777-3231

Services: 2013 to Present
Building Plan Review, Electronic Document Management and Support

► City of Hayward

Omar Noorzad
Building Official

777 B St
Hayward, CA 94541
omar.noorzad@hayward-ca.gov
(510) 583-4313

Services: 2015 to Present
Building Plan Review, Fire Plan Review, Staff Augmentation, Inspections

► City of San Carlos

Christopher Valley, CBO
Chief Building Official

600 Elm St
San Carlos, CA 94070
cvalley@cityofsancarlos.org
(650) 802-4262

Services: 2014 to Present
Building/Fire Plan Review, Development Review, Inspections, Staff Augmentation

► City of Redwood City

Christina McTaggart
Chief Building Official

1017 Middlefield Rd.
Redwood City, CA 94063
cmctaggart@redwoodcity.org
(650) 780-7350

Services: 2011 to Present
Building/Fire Plan Review, Fire Marshal, Fire Inspections

► City of Dublin

Gregory Shreeve
Building Official

100 Civic Plaza
Dublin, CA 94568
gregory.shreeve@dublin.ca.gov
(916) 835-6628

Services: 2013 to Present
Building Plan Review, Staff Augmentation

Appendix - Resumes



Order of Resumes:

Giyen Senaratne	17	Sekhar Tatapudy	24
Donald Zhao	18	George Williams	25
Eric Schneiderjohn	19	Doug Smith	26
Zahra Fattah	20	Noel Mendoza	27
Curtis Hume	21	Souad Maghrbi	28
Keith Ma	22	Craig Hanson	29
Lily Rong	23	Joe Rossbach	30



West Coast Code Consultants, Inc.

EDUCATION

MASTER OF ENGINEERING STRUCTURAL EMPHASIS

San Jose State University

BACHELOR OF SCIENCE CIVIL ENGINEERING

San Jose State University

LICENSES | CERTIFICATIONS

LICENSES

Professional Engineer

California C 46194

Arizona 41242

Structural Engineer

California S 4457

CERTIFICATES

LEED AP

AFFILIATIONS

Structural Engineers

Association of California

Member

American Society of Civil Engineers

Member

East Bay Chapter of ICC

Member

Giyan Senaratne, PE, SE, LEED AP

PRINCIPAL / CEO

Mr. Giyan Senaratne, SE, PE, the owner of WC³, has more than 36 years of experience providing professional building and life safety services to numerous municipalities and government agencies. He is a licensed structural and civil engineer, LEED AP professional, and former Certified Access Specialist (CASP). He has exceptional experience in performing detailed plan reviews for a wide variety of construction types and occupancy groups. This includes simple residential homes, multi-family podium projects, high-rise structures, complex industrial plants, and large-scale power plants. He is actively involved with code development at the State level and is a sought-after educator for code trainings for building officials, design professionals, and contractor organizations.

EXPERIENCE

PRINCIPAL / CEO

West Coast Code Consultants, Inc. / 2006 – Present

Manages all services for the firm. Performs building department services, including plan review, inspection, and staff augmentation services. Facilitates contract management for various client jurisdictions throughout California.

UNIT MANAGER

Linhart Petersen Powers Associates / Bureau Veritas / 2005 – 2006

Provided structural and complete plan review services to local jurisdictions throughout Utah, Arizona, Nevada, and Wyoming. Often provided training with regards to the structural building code requirements for both new and existing buildings to building official, design professional, and contractor organizations.

PRINCIPAL / MINORITY SHAREHOLDER / SENIOR STRUCTURAL ENGINEER

Linhart Petersen Powers Associates / 2004 – 2005

Managed plan review and inspection services for the City of Emeryville. Served as Principal-in-Charge of LP2A operations in Arizona. Reviewed plans for several jurisdictions throughout Utah and Nevada.

SUPERVISING PLAN REVIEW ENGINEER / ASSOCIATE & SENIOR ASSOCIATE

Linhart Petersen Powers Associates / 1995 – 2004

Managed plan review and inspection services for the City of Emeryville. Reviewed residential, commercial, and industrial plans for building code compliance for jurisdictions in California and several other states. Assisted with in-house and over-the-counter plan review as well as Building Official duties on an interim basis.

REGIONAL ENGINEER

International Conference of Building Officials / 1994 – 1995

Reviewed plans of proposed buildings for structural, non-structural, architectural, energy, and accessibility requirements. Provided verbal and written code opinions for conference.

BUILDING OFFICIAL

City of San Mateo, CA / 1993 – 1994

Managed a full range of building services, including public service, plan check, and inspection. Coordinated with numerous City agencies such as planning, fire, police, and public works. Established goals and standards for customer service, quality control, turn-around times, streamlining building processes, and staff cross-training. Drafted and presented ordinances to the City Council. Represented the City in litigation issues. Recommended ADA compliance for City-owned facilities.



West Coast Code Consultants, Inc.

EDUCATION

BACHELOR OF SCIENCE CIVIL ENGINEERING

San Jose State University

LICENSES | CERTIFICATIONS

LICENSES

Professional Engineer
California C 79273

CERTIFICATES

ICC Certified (5300664):

Master Code Professional
Accessibility Plans Examiner/Insp.
Building Inspector
Building Plans Examiner
CA Commercial Mechanical Inspector
CA Commercial Plumbing Inspector
CA Residential Building Inspector
Building Code Official
Building Official
Mechanical Code Official
Plumbing Code Official
Combination Inspector
Commercial Building Inspector
Commercial Combination Inspector
Commercial Electrical Inspector
Commercial Mechanical Inspector
Commercial Plumbing Inspector
Electrical Inspector
Mechanical Inspector
Mechanical Plans Examiner
Plumbing Inspector
Plumbing Plans Examiner
Residential Building Inspector
Residential Combination Inspector
Residential Electrical Inspector
Residential Energy Plans
Examiner/Inspector
Residential Mechanical Inspector
Residential Plans Examiner
Residential Plumbing Inspector
Building Code Specialist
Plumbing Code Specialist
Mechanical Code Specialist
CAL EMA Safety Assessment Program
Evaluator (81869)

Donald Zhao, PE, MCP, CBO

VICE PRESIDENT / SENIOR BUILDING PLAN REVIEW ENGINEER

With over 20 years of experience in the construction industry and 17 of those years as a code official, Mr. Zhao has proven his mastery of Building Code in its many facets. Donald uses every opportunity to expand his base of knowledge and share it with his team. His utilization of modern collaboration technology, along with a strict standard of quality, has enabled Donald to lead the South San Francisco branch of WC³ into six years of consistent growth. His technique and ambition serve as the foundation and goal for all his employees and set him at the cutting edge of an industry constantly in search of innovation. Donald serves the company as a Vice President and Regional Manager, and regularly performs building division duties and plan review services on behalf of client jurisdictions.

EXPERIENCE

VICE PRESIDENT / SENIOR PLAN REVIEW ENGINEER / INSPECTOR

West Coast Code Consultants, Inc. / 2013 – Present

During his tenure with WC³, Donald strives to improve himself and his environment. He has driven the integration of technology into plan review, satisfying the growing need for businesses and jurisdictions to shift to a paperless model. His innovations have fostered a team of plans examiners and inspectors equipped to deal with any obstacle. In the short time since the SF/Peninsula office opened, it has expanded to over three times its original size under Donald's leadership. As a plan review engineer, manager and Vice President, Donald has set the standard for success in leadership and provided his team with the means to achieve greatness. When called upon, he is also able to assist with back up inspection services as necessary.

PUBLIC WORKS / BUILDING PLAN REVIEW ENGINEER / INSPECTOR

City of Half Moon Bay (CSG Consultants) / 2009 – 2013

While working for CSG Consultants, Donald was afforded the opportunity to expand into Civil plan review. He worked within City Hall and in the field to support City employees with administration, inspection, and review. Enhancing accessibility, customer service and permit issuance times for the community, Donald displayed ingenuity overseeing a fee study and transitioning the city from a paper permitting system to electronic software. He was also able to update printed collateral and website communication, significantly improving education initiatives on behalf of the building division. Serving as an interim Code Enforcement Official, he regularly dealt with unpermitted construction, work without permit and nuisance complaints on behalf of the jurisdiction. Ever in pursuit of improvement, Donald capitalized on his city experience and obtained his Professional Engineering license during these years.

PLANS EXAMINER / INSPECTOR

CSG Consultants / 2006 – 2013

Donald began his career in code administration with CSG Consultants directly after college. As a Plans Examiner, Donald was tasked with reviewing plans in the corporate office as well as over the counter within various City building departments. Beginning his jurisdictional experience in San Bruno and Half Moon Bay, Donald developed his plan review style and instincts. During this time, Donald combined his personal construction background with a persistent code study and engineering knowledge to build a solid foundation for his plan review skills. During his time with CSG Donald reached multiple career milestones, including obtaining his Professional Engineering license, completing the requisites to become a Master Code Professional and earning his CBO certification.



West Coast Code Consultants, Inc.

EDUCATION

MASTER OF SCIENCE CIVIL ENGINEERING

San Jose State University

BACHELOR OF SCIENCE ENVIRONMENTAL MANAGEMENT

California Polytechnic State University

LICENSES | CERTIFICATIONS

LICENSES

Professional Civil Engineer
California C 87019

CERTIFICATES

ICC Certified (8276152):

Building Plans Examiner

Other:

Qualified SWPPP Designer (QSD)

Certified Bay Friendly

Qualified Professional

Eric Schneiderjohn, PE

VICE PRESIDENT / SENIOR PLAN REVIEW ENGINEER

Mr. Schneiderjohn is a registered professional engineer in California who has several years of experience performing detailed building plan reviews and ensuring code compliance. He is an International Code Council (ICC) certified Building Plans Examiner and holds a master's degree with an emphasis in structural engineering from San Jose State University. Eric provides unparalleled customer service to several jurisdictions throughout California and has been recognized for working extremely well with applicants, design professionals, and contractors throughout the entire permitting process. He regularly provides on-site and on-call plan review, inspection, and front counter support to jurisdictional clientele and serves WC³ as a Vice President and Senior Plan Review Engineer.

EXPERIENCE

VICE PRESIDENT / SENIOR PLAN REVIEW ENGINEER

West Coast Code Consultants, Inc. / 2017 – Present

Oversees the building and civil plan review services provided by the San Ramon Corporate Office. Responsibilities include the management of administrative, plan review, and inspection staff. Accountable for the complete plan review of projects to ensure designs are safe and in compliance with the adopted building and fire code. Promoted to Vice President in 2023.

PLAN REVIEW ENGINEER

West Coast Code Consultants, Inc. / 2014 – 2017

Performing plan reviews, building department services, managing contract jurisdiction services for various client jurisdictions throughout California, including Cities of Santa Clara, Menlo Park, and Emeryville. Extensive experience overseeing and performing C3 and C6 storm water reviews.

HYDROLOGICAL CONNECTIVITY CREW

United States Forest Service / 2011 – 2012

Determined hydrological connectivity of roads' sediment run-off and their effect on the watershed. Calculated passage using a specific protocol, measured road fill, observed and identified local aquatic life, created forest data base in Excel and GIS.



West Coast Code Consultants, Inc.

EDUCATION

**BACHELOR OF SCIENCE
STRUCTURAL ENGINEERING**
Milwaukee School of Engineering

**BACHELOR OF SCIENCE
APPLIED PHYSICS**
Beloit College

LICENSES | CERTIFICATIONS

CERTIFICATES
ICC Certified (#8158648):
California Building Plans Examiner

AFFILIATIONS

East Bay Chapter of ICC
Member

Zahra Fattah

PLAN REVIEW MANAGER / SENIOR PLAN REVIEW ENGINEER

Ms. Fattah currently serves as the Plan Review Manager for West Coast Code Consultants, Inc. (WC³). Responsible for leading the plan review teams in our California Regional Offices, Zahra oversees a variety of public and private development projects. With a strong background in structural design, she brings a broad range of experience and code knowledge to any project. As a plan review engineer, she has reviewed hundreds of projects for jurisdictions located throughout California, including single family dwellings, podium-style residential complexes, mixed-use commercial properties, corporate structures, tenant improvements, OSHPOD medical facilities, research laboratories and data centers. Zahra has also provided in-house plan review services to multiple local clients.

EXPERIENCE

CLIENT MANAGER / PLAN REVIEW MANAGER / SENIOR PLAN REVIEW ENGINEER

West Coast Code Consultants, Inc. / 2010 – Present

Performs building plan reviews for commercial, industrial, and residential buildings ensuring compliance with multiple building codes (including architectural and structural) as well as minor plumbing, mechanical, and electrical requirements. Provides code interpretations and resolves code issues with permit applicants. Administers client services on behalf of WC³ while overseeing plan review teams, project scope, and anticipated workflow.

PROJECT MANAGER

TEAC Structural Engineers / 2005 – 2010

Assessed project requirements and determined the project schedule and necessary staff required to complete the building plans on time. Maintained coordination between the client, architect, and the in-house design team, as well as the field inspection and construction team. Acted as the primary design engineer on many projects which included retail, hospitality, custom homes, single family production housing, and multi-family housing.

PROJECT ENGINEER

HolmesCulley / 2002 – 2003

Structural engineer responsible for the seismic upgrade of several existing URM buildings, as well as the design of several commercial remodels.

PROJECT ENGINEER

Himmati Engineering / 2000 – 2002

Structural engineer responsible for the seismic upgrade of several existing URM buildings, as well as the design of several commercial remodels.

PROJECT ENGINEER

HolmesCulley / 1998 – 2000

Structural engineer responsible for the seismic upgrade of several existing URM buildings, as well as the design of several commercial remodels.



West Coast Code Consultants, Inc.

EDUCATION

**MBA
BUSINESS ADMINISTRATION**
Santa Clara University

**MASTER OF ENGINEERING
CIVIL ENGINEERING**
University of California, Berkeley

**BACHELOR OF SCIENCE
CIVIL ENGINEERING**
California Polytechnic State University

LICENSES | CERTIFICATIONS

LICENSES
Professional Engineer
California 38266
Washington 49086
Structural Engineer
California 3134

AFFILIATIONS

**Structural Engineers
Association of California**
Member
American Society of Civil Engineers
Member

Curt Hume, PE, SE

SENIOR PLAN REVIEW ENGINEER

Mr. Hume is a licensed structural engineer in the state of California and a professional engineer in California and Washington. He holds two master's degrees in business administration and civil engineering; and has over 40 years of experience in a broad range of structural design and engineering disciplines. With 20 years working as a design engineer and many more as a structural plan review engineer, he brings an in-depth knowledge and experience to any project. Curt has reviewed hundreds of projects and developments for jurisdictions throughout California, Colorado, Utah, and Nevada, including single-family dwellings, podium-type residential complexes, corporate office campuses, public institutions, large industrial and manufacturing facilities, as well as electrical power generating plants.

EXPERIENCE

SENIOR PLAN REVIEW ENGINEER

West Coast Code Consultants / 2010 – Present

Performs plan review for multiple client jurisdictions throughout the western United States. Responsible for the structural review of residential, commercial, and industrial structures to ensure compliance with applicable code and standards. Performs independent calculations to verify project calculations. Composes plan check comment letters for individual projects.

REGIONAL MANAGER / SENIOR PLAN REVIEW ENGINEER

Interwest Consulting Group / 2007 – 2010

Managed the plan review services for the San Francisco Bay Area and East Bay. Performed structural plan reviews for numerous client jurisdictions.

SUPERVISING SENIOR STRUCTURAL ENGINEER

Linhart Petersen Powers Associates / 1999 – 2007

Supervised plan review services for multiple client jurisdictions. Reviewed plans for jurisdictions throughout Northern California.

SENIOR ASSOCIATE / DEPARTMENT HEAD

DES Architects + Engineers, Inc. / 1984 – 1999

Performed design and architectural services as lead structural engineer.

PROJECT STRUCTURAL DESIGNER AND CIVIL ENGINEER

Wildman & Morris, Inc. / 1981 – 1984

PROJECT STRUCTURAL DESIGNER

Schaaf – Jacob – Vinson, Inc. / 1980 – 1981



West Coast Code Consultants, Inc.

EDUCATION

BACHELOR OF SCIENCE CIVIL ENGINEERING

University of California, Berkeley

LICENSES | CERTIFICATIONS

LICENSES

Professional Engineer
California C 64767

Structural Engineer
California S 5065

Keith Ma, PE, SE

SENIOR PLAN REVIEW ENGINEER

Mr. Ma graduated from University of California Berkeley, with a Bachelor of Science in Civil Engineering. He is licensed in California as both a Civil and Structural Engineer and has over 20+ years of structural engineering experience with 15+ years as a design engineer. Over the past several years, Keith has been performing building code administration and serving the industry as a structural plan review engineer. He brings a broad range of experience to any project and has managed, designed, and performed plan reviews on hundreds of projects overseas and throughout the western United States. His portfolio of projects includes work on single family dwellings, large multi-family residential and mixed-use complexes, educational facilities, and institutions, commercial buildings, large government and civic developments, large industrial and manufacturing facilities, hotels, mall expansions, marine structures and more.

EXPERIENCE

SENIOR PLAN REVIEW ENGINEER

West Coast Code Consultants, Inc. / 2018 – Present

Perform structural plan reviews of construction documents associated with projects seeking a building permit. Ensures that designs are safe, complete, and accurate, as well as in compliance with the adopted building codes, ordinances, zoning regulations and standards. Performs other related work as required.

PLAN REVIEW MANAGER / SENIOR PLAN REVIEW ENGINEER

TRB+ Associates, Inc. / 2013 – 2018

Managed and performed plan reviews for client jurisdictions.

SENIOR LEAD STRUCTURAL ENGINEER

AEPC Group / 2010 – 2013

PROJECT MANAGER / PROJECT STRUCTURAL DESIGNER

Fulcrum Structural Engineering / 2009

PROJECT MANAGER / PROJECT STRUCTURAL DESIGNER

BORM Associates, Inc. / 2007 – 2008

PROJECT MANAGER / PROJECT STRUCTURAL DESIGNER

TEAC Structural Engineering / 2005 – 2007

PROJECT STRUCTURAL DESIGNER

Holmes Culley / 2000 – 2005

PROJECT STRUCTURAL DESIGNER

H.J. Brunnier / 1999 – 2000

GRADUATE ENGINEER / SITE ENGINEER

Paul Y. Construction / 2007 – 2008



West Coast Code Consultants, Inc.

EDUCATION

MASTER OF SCIENCE CIVIL ENGINEERING

University of Illinois, Urbana-Champaign

BACHELOR OF ARTS ARCHITECTURE

University of California, Berkeley

LICENSES | CERTIFICATIONS

LICENSES

Professional Engineer
California C 76434

Structural Engineer
California S 6469

Cal FEMA Safety Assessment Program
Disaster Service Worker (70010)

Lily Rong, PE, SE

STRUCTURAL PLAN REVIEW ENGINEER

Ms. Rong is a California licensed structural and civil engineer with several years of design experience. She brings an extensive knowledge and background from the design side of the Architecture, Engineering and Construction (AEC) industry. She is able to knowledgeably apply her structural background to the various multi-disciplinary aspects of building safety and design compliance. Lily holds a Bachelor of Arts in Architecture from the University of California, Berkeley as well as Master of Science in Civil Engineering from the University of Illinois, Urbana-Champaign. She is hard-working, responsible, and extremely organized, and her industry peers can attest that she is easy to work with.

EXPERIENCE

STRUCTURAL PLAN REVIEW ENGINEER

West Coast Code Consultants, Inc. / 2022 – Present

Performs reviews of plans, specifications, and calculations for industrial, commercial, and residential structures. Determines compliance with applicable codes, laws, and regulations. Communicates with architects, engineers, contractors, and owners to discuss projects and ensures conformity in structural design, energy standards, disabled access, and more.

PROJECT MANAGER (Previously Associate)

KPFF Consulting Engineers / 2016 – 2021

Lead structural project teams during project design and construction phases to meet schedule and budget, including creating task flow charts, assign and review technical analysis and calculation work to staff engineers. Managed staff engineers' daily workflow, answered staff engineers' questions, and mentored growth. QAQC'd technical work for accuracy and code-compliance. Direct coordination with architects, MEP engineers, geotechnical engineers, and ownership for project development. Oversaw projects and found solutions for complex design and construction issues. Was the point-contact structural engineer for project during design and construction and attended weekly OAC meetings. Developed, produced, and reviewed project permit submittal documents, including structural plans, details, specifications, and calculation packages. Responded to plan check review comments to obtain project permits.

SENIOR STRUCTURAL ENGINEER PROFESSIONAL

Skidmore, Owings & Merrill / 2011 - 2016

Structural project lead and point-contact during design and construction. Coordinated with architects, owners, and other design consultants for multiple office, commercial, government, and residential mid- to high-rise projects; Provided options to solve complex design and construction issues. Performed gravity, seismic, and wind structural analyses and calculations on numerous new construction projects in concrete, steel, and composite materials. Assisted staff engineers in technical work, assigned and reviewed work and provided direction. Conducted coordination and project management during construction, including management of RFIs, submittals, change orders, site repairs, etc.

FORENSIC ENGINEER

Exponent Failure Analysis, Inc. / 2009 – 2011

JUNIOR PROJECT MANAGER, PROJECT ENGINEER

JR Structural Engineering Inc / 2002 – 2007



West Coast Code Consultants, Inc.

EDUCATION

MASTER OF BUSINESS ADMINISTRATION

Humboldt State University

BACHELOR OF SCIENCE MECHANICAL ENGINEERING

MS University

LICENSES | CERTIFICATIONS

CERTIFICATES

EIT Certificate

AFFILIATIONS

P2D Bioscience

Past Vice President
Strategic Planning

Pretzel Logic Software Inc.

Past Co-founder and CFO

Reliance Software Consulting Inc.

Past Co-founder, CEO and CFO

Carlson, Caspers, Vandenburg, Lindquist and Schuman, P.A.

Past Business Consultant

Yasham P2D Life Sciences Pvt. Ltd.

Past CEO

Sekhar Tatapudy

SENIOR PLANS EXAMINER

Mr. Tatapudy has several years of industry experience including performing many years of plan checking in the San Francisco Bay Area. He has a strong background in engineering design as well as many years of operational leadership, management consulting and non-profit leadership experience. This extensive breadth of experience and knowledge makes Sekhar, a versatile and well-rounded employee. He obtains a more holistic perspective on the industry with a strong ability to problem solve and innovate across disciplines, departments, and construction project stakeholders. Sekhar is a naturalized US citizen, having emigrated from India in 1980. He is an exceptional and incomparable asset to the West Coast Code Consultants, Inc. team.

EXPERIENCE

SENIOR PLANS EXAMINER

West Coast Code Consultants, Inc. / 2016 – Present

Responsible for plan check review of construction drawings for mechanical, electrical, Plumbing (MEP) and energy compliance for the cities in the Bay Area including Berkeley, Hayward, Pleasanton, Dublin, Redding, Campbell, and Santa Clara. His experience also includes completing electrical plan reviews for the City of San Jose on numerous large projects including hotels, high rises, medical facilities, office buildings, large stores, parking structures, and industrial projects.

SENIOR PLANS EXAMINER

Shums Coda Associates / 2015 – 2016

Responsible for Plan check review for mechanical, electrical, plumbing (MEP) and energy compliance for the cities in the Bay Area including Santa Clara, Mountain View, Milpitas, and Menlo Park. Completed work at the office of the City of Santa Clara doing MEP and Energy review for three days a week throughout his work period and assisted at the counter as and when needed. Began electrical plan review for San Jose from October 2015 and continued through West Coast Code Consultants, Inc. employment.

SENIOR PLANS EXAMINER

West Coast Code Consultants, Inc. / 2014 – 2015

Completed energy, mechanical, electrical, and plumbing plan check review of electronic and submitted documents, including solar photovoltaic, smoke control, gray water systems and CalGreen Standards for new construction, upgrades, additions, alterations, office buildings, retail, residential developments, parking structures, industrial plants, etc.

PLANS EXAMINER

Kutzmann & Associates / 1989 – 1996

Completed energy, mechanical, electrical, and plumbing plan checking for office, retail, and residential buildings in the cities of Mountain View, Palo Alto, Burlingame, Atherton, San Carlos, Fremont, Petaluma, Menlo Park, San Mateo, and Foster City.

PLAN REVIEW ENGINEER

DES, Inc. / 1988 – 1989

Completed energy, mechanical, electrical, and plumbing plan checking for office, retail, and residential buildings in the cities of Mountain View, San Carlos, Fremont, and Menlo Park.

PLAN CHECK ENGINEER

Technical Analysis Inc. / 1984 – 1986

Completed energy, mechanical, electrical, and plumbing plan checking for office, retail, and residential buildings in the cities of San Jose and Cupertino.



West Coast Code Consultants, Inc.

EDUCATION

MASTER OF SCIENCE CONSTRUCTION MANAGEMENT

Brigham Young University, 2015

BACHELOR OF SCIENCE CONSTRUCTION MANAGEMENT

Weber State University, 2008

LICENSES | CERTIFICATIONS

LICENSES

Combination Inspector
Utah 6048299-5601

CERTIFICATES

ICC Certified (#5264297)
Master Code Professional
Certified Building Official
Commercial Combination Inspector
Residential Combination Inspector
Building Plans Examiner
Plumbing Code Official
Plumbing Plans Examiner
Mechanical Code Official
Mechanical Plans Examiner
Commercial Energy Inspector
Commercial Energy Plans Examiner
Res. Energy Inspector/Plans Examiner
Accessibility Insp./Plans Examiner
Housing Code Official
Property Maintenance & Housing
Inspector

And several more...

AFFILIATIONS

Beehive Chapter of ICC
Past President & Vice President
Member

IAEI Utah Chapter
Member

AWARDS

Utah Chapter ICC
Chapter Service Award, 2016
Education Award, 2019

Eagle Scout - 1998

George Williams, MCP, CBO

LEAD MECHANICAL / PLUMBING PLANS EXAMINER

Mr. Williams has worked on a contract basis for numerous jurisdictions in California, Nevada, Washington, Utah, Wyoming, and North Dakota throughout his extensive career in the industry. His experience includes serving as the contract building official for two municipalities in Utah, as well as the initial start-up of two county building departments in North Dakota – including the adoption of codes, implementation of permitting processes, and the development of policies and procedures. George regularly acts as a Lead Inspector for a number of multi-million-dollar projects for Utah's Division of Facilities and Construction Management (DFCM) performs complex commercial plan reviews for clients located throughout the western United States. Mr. Williams holds numerous International Code Council (ICC) certifications, including Master Code Professional, and was invited to author the ICC's code handbook, *Plumbing Code Essentials: Based on the 2021 International Plumbing Code*. George is responsible for creating and implementing the WC³ Academy and oversees all activities and content associated with the innovative online code training platform.

EXPERIENCE

LEAD MECHANICAL/PLUMBING PLANS EXAMINER / WC³ ACADEMY DIRECTOR

West Coast Code Consultants, Inc. / 2014 – Present

Provides plan reviews and inspections services for a variety of commercial projects. Specializes in several code disciplines including, building, mechanical, plumbing, electrical, accessibility, energy, and green codes. Familiar with both the International and Uniform codes, as plan review and inspection work encompassing numerous municipalities in multiple states. Regularly responsible for overseeing code compliance and inspection of large-scale state-owned buildings; including oversight of special inspection firms.

BUILDING OFFICIAL / INSPECTOR

Forsgren Associates / 2005 – 2014

Developed, maintained, administered, organized, and oversaw building departments for various municipalities. Responsible for all aspects of building department administration, including creating policies and procedures, commercial and residential plan reviews, calculating permit fees, meeting with architects and engineers, performing field inspections, reviewing special inspection reports, interpreting codes and local ordinances, data and document management, and many other diverse tasks. Responsible for managing 2-4 field inspectors on a daily basis. Clients included numerous municipalities in multiple states, school districts, architects, law firms, and private entities.

PUBLICATIONS

Plumbing Code Essentials: Based on the 2021 International Plumbing Code - (2021)
Invited Author/Editor on behalf of the International Code Council (ICC).

Graduate Thesis: (2015) *Assessing the Repercussions of a Mass Departure of Building Inspectors from the Code Professional Industry.* Brigham Young University, Provo, Utah.

Article: (2015) *Construction Challenges Associated with the Sudden Population Growth in the Willison Basin Oil Boom, presented at ASC Annual International Conference, College Station, TX: Associated Schools of Construction.*

Article: (2019) *Understanding the Impacts of the Aging Population of Code Professionals in Utah, presented at ASC Annual International Conference, Denver, CO: Associated Schools of Construction.*



West Coast Code Consultants, Inc.

STANDARDS

**Serves as an STP Member
for the following solar-related
UL Standards:**

UL 1703, UL 1741, UL 2703,
UL 6703, and UL 9540.

LICENSES | CERTIFICATIONS

LICENSES

Building Inspector
Utah 5863079-5601

CERTIFICATES

ICC Certified (#5251921):
Master Code Professional
Certified Building Official
Combination Plans Examiner
Residential Plans Examiner
Accessibility Inspect / Plans Examiner
Commercial Energy Plans Examiner
Mechanical Plans Examiner
Building Plans Examiner
Plumbing Plans Examiner
Combination Inspector
Electrical Plans Examiner
Fire Code Specialist
Fire Plans Examiner
Fire Inspector I & II

AFFILIATIONS

Utah Chapter of IAEE
Current Board Member
Past President

Utah Chapter of ICC
Past Region Coordinator

Bonneville Chapter of ICC
Past President and Secretary
Member

AWARDS

**Al Brown Award for Outstanding
Building Inspector**
Bonneville Chapter ICC

**Tri-County Region Coordinator
Outstanding Service Award**
Utah Chapter ICC

Doug Smith, MCP, CBO

LEAD ELECTRICAL PLANS EXAMINER

Mr. Smith has worked in the building safety industry for over 25 years. He has obtained a variety of International Code Council (ICC) certifications, including Certified Building Official, Master Code Professional, Fire Code Specialist, Combination Building Plans Examiner, Combination Inspector and many more. He is a well-rounded building code professional, with knowledge in all disciplines, but particularly specializes in electrical code requirements. Doug is especially knowledgeable on the topic of solar photovoltaics and battery energy storage systems; and has taught numerous courses for various organizations throughout the United States. He has performed thousands of plan reviews regarding solar PV, as well as small and large-scale energy storage systems, for jurisdictional clients. Doug oversees the Energy Division at WC³ and currently serves as an STP Member on five UL Standards: UL 1703, UL 1741, UL 2703, UL 6703, and UL 9540.

EXPERIENCE

LEAD ELECTRICAL PLANS EXAMINER

West Coast Code Consultants, Inc. / 2013 – Present

Oversees the Energy Division on behalf of WC³. On behalf of client jurisdictions, provides building, electrical, and fire plan review of construction documents and blueprints to ensure conformance with adopted code. Performs various inspections in a variety of disciplines, including building, mechanical, electrical, plumbing, energy and photovoltaic for commercial and residential projects. Provides training on various electrical code and topics to jurisdictions, organizations, and contractor groups.

BUILDING INSPECTOR

Kaysville City / 2005 – 2013

Performed inspections for local commercial and residential projects on behalf of Kaysville City. Worked with contractors and homeowners to obtain building permits and provided customer service and assistance with over counter work.

FRAMER

Michael K. Wright Construction / 1998 - 2005

Worked as part of a construction crew to frame residential and commercial projects.



West Coast Code Consultants, Inc.

EDUCATION

**BACHELOR OF SCIENCE
CIVIL ENGINEERING
STRUCTURAL EMPHASIS**
San Jose State University, 2016

LICENSES | CERTIFICATIONS

LICENSES

Engineer in Training

CERTIFICATES

**ICC Certified (#8818160):
Building Plans Examiner**

Noel Mendoza

LEAD PLAN REVIEW ENGINEER

Noel Mendoza is a civil-structural professional with more than five years of responsible plan review and field inspection experience. He has a great deal of experience working directly with plans, related building, and zoning code, and possesses a strong background in residential and commercial developments. In 2016, Noel received his Bachelor of Science Degree in Civil Engineering with a Structural Emphasis from San Jose State University in San Jose, California. He is certified by the International Code Council (ICC) as a Building Plans Examiner and holds his Engineer in Training certification. Noel is working towards licensure as a Professional Engineer and is expecting to accomplish this goal soon. He is multi-lingual and fluent in both English and Spanish.

EXPERIENCE

PLAN REVIEW ENGINEER

West Coast Code Consultants, Inc. / 2020 – Present

Works independently to review and analyze submitted construction documents and plans for permit application on behalf firm clientele and associated applicants. Examine plans in both digital and paper form according to the specifications and structural calculations to ensure compliance with existing building and adopted codes. Performs work of varying complexity for various projects, including residential and commercial developments for single-family dwellings, multi-family occupancies and more. Work with great attention to detail and effective communication to resolve conflicts in both written and verbal formats.

ASSOCIATE PLAN REVIEW ENGINEER

CSG Consultants / 2016 – 2020

Examined plans (digital and hard copy), specifications and structural calculations for single and multi-family residential or commercial developments to ensure compliance with building codes, regulations, and city ordinances. Performed field inspections for residential and commercial projects during all stages of construction to assure compliance with all building codes and detect deviations from approved plans and specifications. Provided over-the-counter services and plan review to city residents regarding general building code related questions, fees, application inquiries. Resolved conflicts and/or discrepancies between approved plans and actual field conditions, unprecedented findings, and unforeseen circumstances.

ENGINEERING INTERN, PUBLIC WORKS

City of Mountain View, CA / 2015 - 2016

Reviewed and processed plans for private developments affecting City streets and utilities for single and multi-family residences, commercial tenant improvements, and subdivisions. Ensured compliance with codes, ordinances, rules, and regulations. Assisted with the preparation of encroachment permits, including applicable conditions, collection of fees, and review of project and traffic control plans.

QUALITY CONTROL LAB TECHNICIAN

Central Concrete / 2014 - 2015

Assisted engineers with mixing concrete trial batches. Participated in beam shrinkage measurements and processed concrete cylinders.



West Coast Code Consultants, Inc.

EDUCATION

BACHELOR OF SCIENCE ENGINEERING

Al-Baath University

COURSE STUDY COMPUTER SCIENCE

California State University, East Bay

LICENSES | CERTIFICATIONS

CERTIFICATES

ICC Certified:

California Building Plans Examiner

Souad Maghbri

PLAN REVIEW ENGINEER

Mrs. Maghbri is a highly motivated, disciplined, and skilled engineer with a keen eye for plan review. She is extremely detail oriented in the performance of her reviews and facilitating responses to client inquiries. Souad has proven to be an outstanding multitasker in the management of multiple Bay Area client jurisdictions, including the cities of Pleasanton, Dublin, Danville, Walnut Creek, Hayward, Berkeley, and many others. She holds a Bachelor of Science in Engineering and specializes in both residential and non-residential construction with an emphasis in parking structures and garages. Mrs. Maghbri is fluent in English, Arabic, and French. In addition to her skilled reviewing, she is an affable team player with strong leadership skills.

EXPERIENCE

PLAN REVIEW ENGINEER

West Coast Code Consultants, Inc. / 2015 – Present

Thoroughly conducts plan reviews in a timely manner for various construction types including OSHPD3, mixed-use, tenant improvements, and multi-family residences. Oversees the needs and requirements of multiple jurisdictions throughout the Bay Area. Works with and assists other engineers on projects beyond her jurisdictions. Responds and updates jurisdictional staff, applicants, and designers punctually and pleasantly.

STRUCTURAL ENGINEER

JEDCO Engineering & Construction Inc. / 1999 – 2001

Responsible for the structural design of a wide variety of projects including the retrofit of power plants, design of new buildings, and repairs to concrete and earthen dams. Prepared construction documents, including drawings and detailed project specifications for solicited work. Reviewed designs performed by the Technical Services Center, Area offices, and private consultants. Participated in several value engineering studies.

STRUCTURAL ENGINEER

Granada Land Development Inc. / 1995 – 1998

Designed, coordinated, and prepared calculations and construction drawings for multi-story concrete and masonry structures. Excelled in both commercial and residential structures. In addition to reviewing and designing on site observations were carried out during construction.

STRUCTURAL ENGINEER

City of Homs, Syria / 1992 – 1994

Worked as a structural engineer for two of its biggest projects: General Hospital and the building for the tourism ministry in the city. Designed, coordinated, and prepared calculations and construction drawings for the structural design of said projects.



West Coast Code Consultants, Inc.

EDUCATION

BACHELOR OF ARTS

Chapman University Loyola, CA

ASSOCIATE OF APPLIED SCIENCE

Vincennes University, IN

JOURNEYMAN APPRENTICESHIP FIRE SPRINKLER FITTER

South Seattle Community College
West Seattle, WA

LICENSES | CERTIFICATIONS

LICENSES

Journeyman Fire Sprinkler Fitter

CERTIFICATES

National Fire Academy:

NFA Fire & Life Safety Plan Reviews
NFA Health & Safety Officer
NFA Hydraulic Calculations

National Fire Protection Association:

IA AI Fire & Arson Investigator
IFSAC Fire Inspector I
IFSAC Fire Instructor I
Fire Protection Specialist

State of Washington:

Fire Inspector
Hazardous Materials Safety Officer
Hazmat Operations Trainer
Fire Instructor

Other:

FEMA Level III Safety Officer
FEMA ICS Trainer
DoD Fire Inspector
NICET ITM 25

Craig Hanson, CFPS

FIRE PROTECTION SPECIALIST

Mr. Hanson is an experienced fire plans examiner, fire inspector, deputy fire marshal, and military veteran with over 29 years of fire prevention experience. He has a degree in Organizational Leadership and holds certifications through ICC, NICET, the National Fire Academy, IFSAC, AFAA, DOD, and more. He is a NFPA Certified Fire Protection Specialist and has extensive real-life experience in relation to fire protection, construction, and life safety. Experience also includes instructing for the Washington State Fire Academy. Craig serves WC³ as an integral member of the Fire Prevention team and as the firm's local representative for all clientele located in the State of Idaho.

EXPERIENCE

FIRE PROTECTION SPECIALIST / SR FIRE PLANS EXAMINER

West Coast Code Consultants, Inc. / 2019 – Present

Provide comprehensive fire and life safety services to the fire prevention community. Verify projects and facilities are compliant with the provisions outlined with international, state and local codes and standards regarding fire protection plans, specifications and calculations. Interact on a regular basis with fire marshals, building officials and serves as a liaison to all WC³ clients located in Idaho.

FIRE SPRINKLER TECHNICIAN

Vectrus International, Kuwait / 2018 - 2019

FIRE INSPECTOR

DynaCorp International, Kandahar, AF / 2017 - 2018

FIRE PLANS EXAMINER / FIRE INSPECTOR

City of Meridian, ID (Contractor) / 2016 - 2017

DEPUTY FIRE MARSHAL

Kitsap County, WA / 2007 - 2014

FIRE SPRINKLER JOURNEYMAN FITTER

UA Local 699, Seattle, WA / 1994 – 2007

SENIOR OPERATIONS TEAM LEADER

Homeland Response Force Hazmat Team, US Army, Iraq / 1987 - 2013



West Coast Code Consultants, Inc.

EDUCATION

ASSOCIATE OF SCIENCE BUILDING INSPECTION TECHNOLOGY

College of San Mateo, 2018

GENERAL EQUIVALENCY DIPLOMA

New York City Board of Education, 1986

LICENSES | CERTIFICATIONS

CERTIFICATES

ICC Certified (#8411285):

Master Code Professional

Certified Building Official:

Management Module

Legal Module

Commercial Combination Inspector

Residential Combination Inspector

Combination Inspector

Building Inspector

Mechanical Inspector

Electrical Inspector

Plumbing Inspector

Accessibility Plans Examiner/Insp.

Building Plans Examiner

Residential Plans Examiner

Plumbing Plans Examiner

Plumbing Code Specialist

Building Code Specialist

Code Specialist

+ 10 Additional ICC Certificates

SAP Certified:

CAL / OES #85022

FEMA IS-100, IS-200 and IS-700

ADDITIONAL SKILLS

Accela, Blubeam Revu, ProCore,
PlanGrid, Trakit Permit Software,
Tyler Permit Software, MainStar Permit
Software, DigiPlan Software

AFFILIATIONS

California Building Inspectors Group

Current President

Past Vice President, Secretary, and Board
Member

H. Joe Rossbach, MCP, CBO

BUILDING INSPECTION MANAGER / PLANS EXAMINER

Mr. Rossbach is an International Code Council (ICC) certified Master Code Professional and Certified Building Official with over 25 years in the construction industry. Exposure to the industry from a variety of positions has assisted Joe in gaining the valuable skills necessary to perform a variety of inspections and ensure code compliance. With exceptional problem-solving skills, he offers an in-depth knowledge of code, while presenting incredible interpersonal skills with strict attention to detail. Joe's extensive background includes working with the California Energy Commission, Lawrence Berkeley National Laboratory, and numerous other jurisdictional clients, performing building, mechanical, electrical, and plumbing inspections. As an active member of the California Building Inspections Group (CALBIG), Joe is currently serving the organization as President.

EXPERIENCE

BUILDING INSPECTION MANAGER / PLANS EXAMINER

West Coast Code Consultants, Inc. / 2022 – Present

Supervises and manages a team of inspectors who perform field inspections in various disciplines on behalf of various jurisdictional clients throughout California and the Bay Area. Reviews blueprints, construction plans and other documents to determine compliance with building codes and local regulations for multiple residential, commercial, and industrial projects.

BUILDING INSPECTOR / PLANS EXAMINER

West Coast Code Consultants, Inc. / 2017 – 2022

Performs field inspections of residential and commercial construction projects for numerous jurisdictional clients in the building, mechanical, electrical, plumbing and accessibility disciplines. Reviews plans and other construction documents to determine compliance with building codes and local regulations. Communicates with permit technicians, other inspectors, building officials and project owners regarding deficiencies and solutions.

JOURNEYMAN / CARPENTER

1990 – 2017

Acted as foreman/lead carpenter doing high-end remodels in some of the Peninsula's premier neighborhoods. Trusted to act as site manager and provide a clean, safe work environment for subcontractors and homeowners. Followed blueprints and building plans to meet the needs of clients. Constructed, organized, and managed multiple projects to follow all client needs. References available upon request.

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, In March 2024, the City entered into a Professional Services Agreement with West Coast Code Consultants, Inc., for \$100,000.00, to provide specialized comprehensive building and safety services to the Building and Code Enforcement Department.

WHEREAS, Specialized comprehensive plan check services requires staff with specialized knowledge and expertise in various areas of design and construction related to building code standards. These areas include but are not limited to architectural, structural, fire-safety, accessibility/CASp (Certified Access Specialist), energy, mechanical, electrical and plumbing.

WHEREAS, West Coast Code Consultants, Inc. is providing comprehensive plan check services to the City for the Grand Hyatt Seaside Resort project

WHEREAS, West Coast Code Consultants, Inc.'s current invoice in the amount of \$209,271.87, for comprehensive plan check services exceeds the contract amount of \$100,000.00 and an amendment to West Coast Code Consultants, Inc. contract is required to pay invoice.

WHEREAS, All actual costs for Building and Code Enforcement Department plan check services are reimbursable by the Developer, KDG Capital, LLC, per an existing Reimbursement Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby approve the City Manager to execute an amendment to the professional services agreement with West Coast Code Consultants, Inc., in the amount of \$209,271.87 for Comprehensive Plan Check services for the Grand Hyatt Seaside Resort Project for a total contract amount of \$309,271.87.

PASSED AND ADOPTED at a regular City Council meeting of the City Council of the City of Seaside duly held on the 1^{5th} day of September, 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

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

Date: September 5, 2024

Change Requested by: X CITY Consultant

Contract Date

Project Name

March 1, 2024

BUILDING AND SAFETY SERVICES

To (Consultant): West Coast Consultants, Inc., 417 Grand Ave, Suite 201, South San Francisco, CA 94080

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.

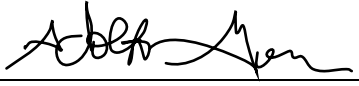
The purpose of this addendum is to provide additional professional services related to the project named above. The contract terms and conditions shall not be modified except for as stated herein.

MODIFY the following text in Section V. "PAYMENT"

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 \$209,271.87 (Two hundred nine thousand two hundred seventy one dollars and eighty seven cents.) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

Original Contract Amount	Previous CCO Total (Not including this CCO)	This CCO Total	Revised Contract Amount
\$100,000.00	\$0.00	\$209,271.87	\$309,271.87
Original Contract Time	Original Completion Date	CCO Days To Date (Including This CCO)	Revised Completion Date
12 months	March 1, 2024	0	April 30, 2025

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

SUBMITTED BY:		
	Adolfo Gonzalez Project Manager	08/30/2024
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Craig Malin City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Donal Zho West Coast Code Consultants, Inc.	8/30/24
Signature	Name and Title	Date



CITY OF SEASIDE STAFF REPORT

Item No.: 8.L.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Craig Malin, Interim City Manager

DATE: September 5, 2024

**SUBJECT: ADOPT RESOLUTION EXPRESSING SUPPORT FOR ACTIONS TO
FURTHER STRENGTHEN LOCAL DEMOCRACY, AUTHORITY, AND
CONTROL AS RELATED TO LOCAL ZONING AND HOUSING
ISSUES**

RECOMMENDATION

Adopt the resolution.

BACKGROUND

The City of Seaside shares the State of California's goals to have adequate housing to serve our residents. The City notes State restrictions regarding water availability negatively impacts new home construction and renovation to serve a growing population. The City further respectfully notes innovation at the municipal level is not antagonistic to meeting the State's housing goals but is - particular in Seaside - wholly compatible with creating housing opportunities. Thus, the City respectfully requests the State support local efforts to provide housing, rather than creating laws which stifle local control of planning, zoning, and housing initiatives.

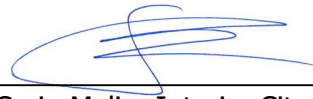
FISCAL IMPACT

None.

ATTACHMENTS

1. Resolution
-

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 24-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**EXPRESSING SUPPORT FOR ACTIONS TO FURTHER STRENGTHEN LOCAL
DEMOCRACY, AUTHORITY, AND CONTROL AS RELATED TO LOCAL ZONING
AND HOUSING ISSUES**

WHEREAS, the legislature of the State of California each year proposes, passes, and has signed into law a number of bills addressing a range of housing issues; and

WHEREAS, the legislature of the State of California does not allow sufficient time between each legislative cycle to determine if the legislation is successful in bringing about the change for the State of California's housing issues; and

WHEREAS, the majority of these bills usurp the authority of local jurisdictions to determine for themselves the land use policies and practices that best suit each city and its residents and instead impose mandates that do not take into account the needs and differences of jurisdictions throughout the State of California; and

WHEREAS, the ability of local jurisdictions to determine for themselves which projects require review beyond a ministerial approval; what parking requirements are appropriate for various neighborhoods within their jurisdiction; what plans and programs are suitable and practical for each community rather than having these decisions imposed upon cities without regard to the circumstances of each individual city; and what zoning should be allowed for residential properties is a matter of great import to the City of Seaside among other items related to local zoning and housing issues; and

WHEREAS, the City Council of the City of Seaside feels strongly that our local government is best able to assess the needs of our community and objects to the proliferation of State legislation that deprives us of that ability.

NOW, THEREFORE, the Council of the City of Seaside resolves as follows:

Section 1. The City of Seaside is opposed to the current practice of the legislature of the State of California of continually proposing and passing multitudes of bills that directly impact and interfere with the ability of cities to control their own destiny through use of the zoning authority that has been granted to them.

Section 2. The City of Seaside will explore various ways to protect the ability of cities to retain local control over zoning as each individual city within the State of California is best suited to determine how the zoning in their city should be allocated in order to meet the housing needs of the community.

Section 3. The City Clerk shall certify to the adoption of this resolution and shall cause this resolution and her certification to be entered in the Book of Resolution of the Council of this City.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 5th day of September 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.M.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Jose Bazua, Economic Development Director

DATE: September 5, 2024

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT WITH NBS
GOVERNMENT FINANCE GROUP FOR AN AMOUNT \$18,500.00**

RECOMMENDATION

Adopt a resolution authorizing the City Manager to execute an amendment to the professional services agreement with NBS Government Finance Group in the amount of \$18,500.00 for Community Facilities District ("CFD") cost estimation services related to the CFD for Campus Town.

BACKGROUND

In May 2021, the City entered into a Professional Services Agreement with NBS Government Finance Group (NBS) for Community Facilities District ("CFD") Formation Services for a base contract amount of \$32,500. NBS has specialized expertise in this work. NBS completed both the Fiscal Impact Analysis as well as work product related to the formation of the City of Seaside Community Facilities District No. 2022-1 (Facilities and Maintenance Services).

The Campus Town project was identified as part of the Future Annexation Area in CFD 2022-1. NBS will provide special tax consulting services for the annexation of the Campus Town project to CFD 2022-1 and the Cost Estimation Services will inform the special tax rates. Since the Campus Town project is a complex development, NBS requires additional work for the CFD.

The provided Landscaping and Stormwater Control Plans do not provide a summary of the quantities of improvements for the areas that need to be maintained, therefore we

cannot translate this data into something usable to prepare a maintenance cost estimate. The City of Seaside can provide a Developer Input Form that the developer or their consultant can use to provide the City of Seaside with quantities and then complete the cost estimate. NBS is not scoped for the maintenance cost estimation work, so the level of research needed based on the plans is significantly more effort than can be completed without adjusting the scope and fee.

FISCAL IMPACT

The funding for Cost Estimation Services are within the Community, Housing and Economic Development Department Budget for this fiscal year under account 100-7110-1030.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement
3. Amendment
4. Amendment Scope

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH NBS GOVERNMENT FINANCE GROUP IN THE AMOUNT OF \$18,500.00 FOR COMMUNITY FACILITIES DISTRICT ("CFD") COST ESTIMATION SERVICES

WHEREAS, the City entered into a Professional Services Agreement with NBS Government Finance Group (NBS) in May 2021 for Community Facilities District ("CFD") formation services; and

WHEREAS, the base contract was originally approved for an amount of \$32,500; and

WHEREAS, additional services are needed under this contract to estimate the cost of maintenance, operations, capital replacement and reserves for identified improvements within the CFD; and

WHEREAS, an additional \$18,500.00 is needed on the contract amount to assess the quantities of improvements for the areas that need to be maintained.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside does hereby authorize the City Manager and City Attorney to execute an amendment to a Professional Services Agreement with NBS for \$18,500.00 for CFD Cost Estimation Services

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of Seaside duly held on the 5th day of September 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
PROFESSIONAL SERVICE AGREEMENT FOR NON-
CONSTRUCTION PROJECT
CFD Formation Services**

THIS PROFESSIONAL SERVICES AGREEMENT (with all exhibits attached hereto "AGREEMENT") is made as of _____, by and between the City of Seaside ("AGENCY"), a municipal corporation and NBS Government Finance Group, a California Corporation, dba NBS with its principal place of business for purposes of this contract at 32605 Temecula Parkway, Temecula, CA 92592, for services related to the exploration, preparation and implementation of a Community Facilities District (CFD) in Seaside, California. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on July 12, 2021 and shall remain and continue in effect until tasks described herein are completed, but in no event later than July 11, 2022 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.

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 designee, 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 5 hereof.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly based upon actual time spent on the above tasks. This amount shall not exceed \$35,000 for the total term of the AGREEMENT, exclusive of any and all reimbursable expenses.
- 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 5.

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 costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- IX.** Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the AGENCY and may be used, reused, or otherwise disposed of by the AGENCY without the permission of the CONSULTANT.

X. 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.

XI. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit B attached to and part of this AGREEMENT.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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 City Manager 440 Harcourt Seaside, CA. 93955
------------	---

To CONSULTANT:	NBS Michael Rentner 32605 Temecula Parkway, Ste. 100 Temecula, CA 92592
----------------	--

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

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

By: 
(Signature)

Michael Rentner, President
(Typed Consultant Name)

Craig Malin
City Manager
City of Seaside

EXHIBIT A

Aerial view of City of Seaside
via Google Earth



CITY OF SEASIDE

Proposal for:

Formation of a Community Facilities District (CFD)

May 6, 2021

INFORMATION PAGE

Firm Submitting Proposal:

NBS Government Finance Group, DBA: NBS

Project Leader Contact Information:

Sara Mares, Director

870 Market Street, Suite 1223

San Francisco, CA 94102

T: 800.434.8349

F: 415.391.8439

E: smares@nbsgov.com



870 Market Street, Suite 1223
San Francisco, CA 94102
Toll free: 800.434.8349

nbsgov.com

May 6, 2021

Craig Malin
City Manager
City of Seaside
440 Harcourt
Seaside, CA 93955

RE: Proposal for Formation of a Community Facilities District (CFD)

Dear Mr. Malin,

We understand that the City of Seaside (City) requires a special tax consultant to form new Community Facilities Districts (CFD) related to the redevelopment of the former Fort Ord site. It is important that any new CFD formed incorporates the current plans for development but also provides flexibility to accommodate changes to those development plans. Various technical and legal challenges must be successfully addressed, as well as the long-term administration needs.

NBS has recently completed similar CFD formation projects for other City clients, including other base reuse projects, and is uniquely situated to assist the City. We take a sensible approach to CFD formations, balancing those needs mentioned above. NBS also provides ongoing administration of many CFDs across the State. Importantly, NBS has worked in Monterey County for more than 15 years, so we are familiar with County departments as well as the County Assessor's data.

Staff assigned to this project has 40-plus years of collective experience forming and administering CFDs. During that time, we have developed and refined our CFD rate modeling pro forma as well as kept up to date with recent legal challenges and changes. Of late, the issue of Accessory Dwelling Units has come to the fore and we recommend addressing in each RMA how those units might be taxed within a CFD.

Additionally, staff assigned to the CFD Formation and Bond Issuance Disclosure projects are registered Municipal Advisor Representatives and bring that training to both the infrastructure CFD formation as well as the subsequent bond issuance disclosure. When NBS represents a public agency, we are your advocate. NBS does not act as a developer consultant for CFD formation work, so we are positioned to fully advocate for City interests.

For these reasons, we believe that NBS is the most qualified firm to provide these CFD services. NBS' long history of providing these services gives us the advantage of being able to develop solutions that will make long-term sense to the City, its property owners, and constituents.

Please contact me at 800.434.8349 or via email at smares@nbsgov.com if you have any questions or would like to discuss our professional qualifications further. We would genuinely like to work on this project and help the City move forward successfully.

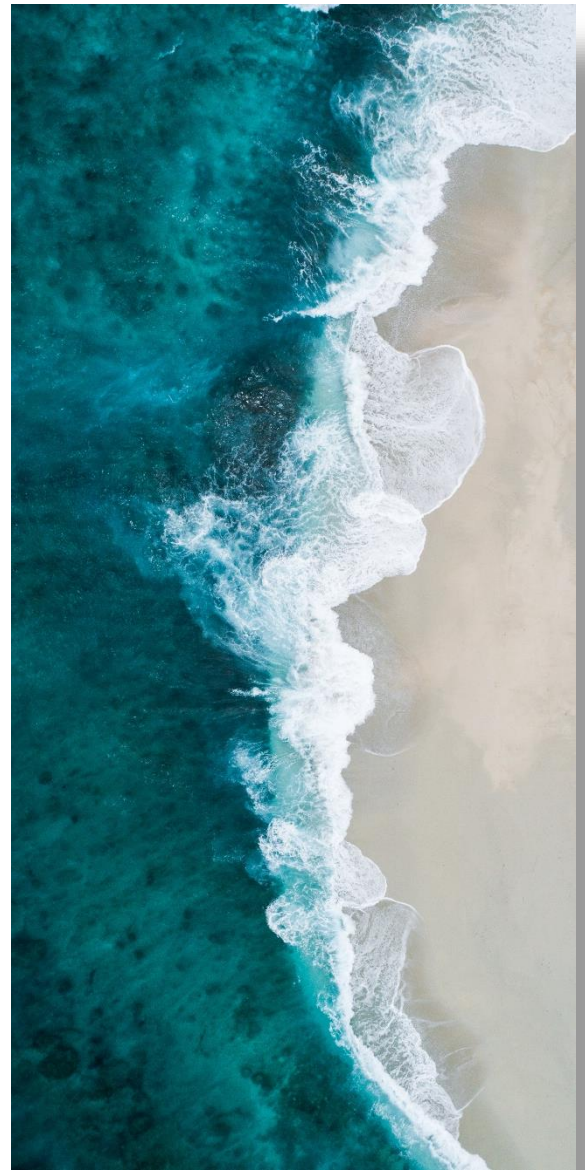
Sincerely,

A handwritten signature in blue ink that reads "Sara Mares". The signature is fluid and cursive, with the first name "Sara" and last name "Mares" clearly legible.

Sara Mares, Director

TABLE OF CONTENTS

1 DESCRIPTION OF STUDY UNDERSTANDING	1
2 METHODOLOGY	4
3 SCOPE OF WORK	5
4 TIMETABLE	8
5 PERSONNEL	10
6 QUALIFICATIONS	15
7 REPRESENTATIVE STUDY DESCRIPTIONS/CLIENT REFERENCES.....	18
8 COST ESTIMATES OF CONSULTING FEE	21
APPENDIX.....	22



1 | DESCRIPTION OF STUDY UNDERSTANDING

The City is looking for a Consultant to assist in the formation of a Community Facilities District (CFD) of approximately 830 acres to finance the operations, maintenance, and administration of services and facilities associated with the development of land, which is largely but not exclusively under City ownership, of a former military base (the former Fort Ord). The area includes two specific plans, largely unbuilt as yet, including a 1,485-dwelling unit “Campus Town” project with mixed uses including commercial and a hotel, and a “Main Gate” project of approximately 500,000 square feet of retail and a 250 room hotel. The “Main Gate” project will likely be transitioned to be a mixed-use residential / commercial project in the future. Water infrastructure and a new fire station are among the expected facilities to be constructed within the CFD. The scope of services for this project requires a project team with extensive experience in special tax consulting and the formation of community facilities districts.

NBS will approach this project as a problem solver and advocate for the City. Upon award of contract, our first order of business is to hold a kickoff meeting to establish lines of communication with City staff and sketch out project milestones, including regular check ins. At that meeting, we will also seek to understand the specific nuances related to this project and the proposed development. While we have decades of experience forming and administering CFDs, each project is unique, and the solution will reflect that.

Provided below are the areas the City’s Selection Committee values as it considers a Consultant for forming a CFD.

PROJECT MANAGER AND TEAM EXPERIENCE

As the assigned project manager of this engagement, Sara Mares has more than 20 years of experience with NBS. Specializing in the formation of Community Facilities Districts and related bond issuance, Sara co-authored NBS’ *Community Facilities Districts* publication and is highlighted in our video on the same topic. More information can be found in *Section 6 Qualifications*. The additional team members proposed for this project have nearly two decades of combined experience with district formation operations. Our team’s qualifications are detailed in *Section 5 Personnel*.

ADHERANCE TO TIME FRAMES

The ultimate proof of meeting deadlines is best provided by our client references as found in *Section 7 Representative Study Descriptions/Client References*. We highly encourage you to contact these references.

CLIENT RESPONSIVENESS

Again, our clients are the best advocates of how we respond to our clients’ requests. Please contact the references we have provided in *Section 7*.

QUALITY OF WORK

Our team offers an extensive array of technical experience that will be essential for successfully completing this project. Quality assurance and quality control are paramount on every aspect of this endeavor. NBS has redundant review processes and quality control systems in place to ensure the highest level of accuracy and service, including the following:

- Various cross checks on data; reconciliation of data to source files
- Management review of all processes and systems; monthly status reports
- Peer and management review of reports
- Review and sign off by appropriate agency staff, legal counsel and others on the project team
- Routine reminders regarding project timeline and outstanding data requests



This commitment to the quality of our work has allowed us to consistently provide outstanding services to our clients.

COMMUNITY RELATIONS

Throughout the formation process, NBS will participate in meetings with project stakeholders and City Council members. Some of the first questions we ask will be geared toward gaining an understanding of the needs of the City and community as a whole. We regularly present to such legislative bodies and have developed published resources that provide background on the CFD as a financing tool. NBS has a toll-free phone number available for citizens to make contact should any questions arise with regard to the proposed CFD.

EFFECTIVE COMMUNICATION

As your dedicated Project Manager, I have extensive experience working with all aspects of the formation and debt issuance process, including planning, project management, budget analysis, rate modeling, financial analyses, formulation of rate and methods of apportionment, and communicating these sometimes complex topics into understandable terms for citizens, elected officials and City staff to comprehend. I speak regularly at both conferences geared to public officials and in public forums such as City Council Meetings.

TAILOR MADE

Each agency has specific needs and objectives related to its CFD formation and revenue program. NBS' strong suit is identifying and meeting those needs. Our kickoff meeting will:

- Establish lines of communication
- Clarify the specific project goals and criteria that will meet the City's preference
- Identify and resolve any special circumstances regarding the formation of the CFD
- Develop project schedule to meet legal requirements and provide for effective interaction of all involved parties
- Establish meeting dates consistent with the schedule to achieve project milestones

OFFICE LOCATIONS

Our regional office is located in San Francisco with our headquarters based in Temecula. We have the tools to accomplish all aspects of the project's work plan remotely from NBS offices. We utilize video conferencing, email and telephone to coordinate on the project and review deliverables in an effective manner. We also have staff available to travel to on-site meetings as needed and as may be appropriate.

Registered Municipal Advisor

NBS is registered with the Municipal Securities Rulemaking Board (MSRB) and the U.S. Securities Exchange Commission (SEC) as a Municipal Advisor (MA).

Pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, firms providing advice with respect to municipal financial products or the issuance of municipal securities shall be registered as an MA with the MSRB and the SEC.

2 | METHODOLOGY

The overall goal of the City will be to adopt a methodology that is fair and equitable, accommodates future development, is easy to administer and will ensure that the special tax is apportioned as outlined in the special tax report. NBS' first step to formulating a methodology that meets the City's stated goals is to gain a clear understanding of the underlying property data, the proposed land use/development plans, the specific goals related to the use of the CFD, and any community concerns or issues. We bring our years of experience handling ongoing CFD administration to bear as we create a formula that relies on objective, available data. Our prior work fixing troubled districts provides valuable perspective as we craft a special tax structure that is thoughtfully designed and resilient to future changes.

3 | SCOPE OF WORK

Exhibit A

To ensure full compliance with the City's requirements, we have provided the Scope of Services below as noted within the RFP. *We have annotated this Scope in italics for clarity in our response, as well as to add additional steps that NBS recommends as necessary for robust support of the CFD.*

1. GATHERING OF INFORMATION

The Consultant shall meet with city staff to establish the CFD's schedule of events, procedural and financial considerations, discuss the proposed operations and maintenance costs of the various facilities/services and their eligibility, identify the boundaries of the CFD and establish criteria to meet the goals of the formation.

NBS will meet with City staff and the project team to gain a clear understanding of the goals and objectives, unique factors and desired outcomes.

2. EVALUATION OF THE FINANCING ALTERNATIVES

Consultant will prepare a special tax methodology to present to City staff and legal counsel. The final special tax methodology shall provide the following:

- A. Description of the maintenance & operations for services/facilities and the administrative overhead to be subject to the special tax including cost estimates.
- B. Calculation of a special tax rate which captures all or as many costs as possible including administration costs and also includes an escalator to help cover increased costs due to inflation, and into perpetuity.
- C. A special tax methodology which allows future developments to be annexed into the District.
- D. A special tax methodology that adheres to the current laws and statutes.
- E. Allocation of the special tax to fairly spread costs between all affected parcels.

Based on our understanding of the project goals, NBS will provide a proforma analysis illustrating the special tax methodology, including all assumptions related to the costs/debt/development. NBS will also provide a draft of the Rate and Method of Apportionment that expresses the calculations in words and provides provisions for the annexation of future development.

3. PREPARATION OF REQUIRED DOCUMENTS / DOCUMENT REVIEW

In coordination with the City Staff and legal counsel, consultant will review and prepare various documents required for the District formation proceedings. The Consultant shall assist City Attorney / Legal Counsel with the preparation of required documents, including the Resolution of Intention, Resolution of Formation, and related items as deemed necessary. Consultant shall also provide necessary data and advice to City Attorney / Legal Counsel regarding the implementation of the CFD.

This task includes the following:

- A. Preparation of a special tax report detailing all costs and services to be subject to the special tax, parcels included in the District and the special tax methodology used to calculate the rate.

- B. Review all costs and services to ensure that the operations, maintenance, and overhead costs of the City are being met and to ensure that the anticipated flow of special tax revenues are consistent with assumptions used in the special tax methodology.
- C. Preparation of necessary Boundary Diagrams/Maps.

NBS will work with City staff, legal counsel and any other members of the project team to prepare the required CFD documents, including the Rate and Method of Apportionment, Resolutions, Special Tax Report, Boundary Map, Ballots and Notices. Work product will go through our rigorous internal review process before being distributed to the project team.

4. CLASSIFICATION OF PROPERTY

The Consultant shall determine an appropriate special tax classification for each parcel located in the CFD and shall include the following subtask:

- A. Exempt Property: Identify all property owned by public agencies or entities otherwise exempt from the special tax and classify as exempt property.

In addition to property owned by a public agency, NBS will identify all property that is anticipated to be non-taxable in the future such as parks, schools, open space, etc. Consideration will also be made for any affordable housing or other property that may be exempt under the requirements related to the Welfare Exemption provisions of the CFD Act.

5. PROJECT TEAM MEETING

Consultant will meet with City staff to review the preliminary analysis of the special tax methodology. Based upon the comments received at the meeting, Consultant will finalize the methodology.

6. MEETING ATTENDANCE

Consultant staff shall attend meetings with City staff to acquire information, present methodology, and review formation documents. Attendance at City Council meetings to present information and answer questions as necessary. In addition, Consultant's team members will attend any informational property owner meetings as requested by the City. It is expected that at all meetings Consultant will be providing advice and be available to answer questions, as well as, present relevant materials.

Depending on public health circumstances at the time of each meeting, NBS will be available either via phone/video conference or in person as needed. For purposes of developing a project budget, we have assumed all meetings and presentations will be conducted remotely; however, should the City request or require attendance of NBS staff at on-site meetings or presentation of results, we have included a per meeting cost option for the City's consideration.

7. SPECIAL TAX ANALYSIS REPORT

Consultant will finalize the results of the Special Tax Analysis into a Final Report which will identify the costs and services to be subject to the special tax and their respected costs; the method used for the parcels; a diagram which shows the special tax parcels, and a listing of the proposed special tax amount per affected parcel.

NBS will prepare the final Special Tax Report that includes the cost estimates, Rate and Method of Apportionment, boundary map and description of facilities and services.

8. NOTICE OF FORMATION/RECORDATION OF SPECIAL TAX

After the district is formed accomplish all necessary notices and including Cash Collection/Notice of Confirmed Lien amounts including preliminary special tax amount, to all affected property owners of record within the confirmed District, as required by the 1913 Act and if applicable, prepare, present and file the List of Assessments, and furnish up to ten (10) copies for the appropriate public officials and other agencies.

While a Cash Collection Notice is not a required step of a CFD Formation, should the City wish to optionally allow for a pre-bond prepayment period within the CFD, NBS can assist with that process. Otherwise, NBS will assist with the recordation of the Notice of Special Tax Lien as required.

9. DISCLOSURE

The Consultant shall assist the City in the preparation of special tax disclosure documents pursuant to Section 1102.6b of the Civil Code and Section 53340.2 of the Government Code (as amended by SB 1464).

NBS' Customer Care department can prepare the required real estate notices and can provide support to both English- and Spanish-speaking callers.

10. RESPONSIBILITIES OF THE CITY

- A. Designate a project manager to manage and coordinate the project.
- B. Make available records and documentation in conjunction with preparation of the special tax methodology, including estimated maintenance and operations costs, administration costs, and any other estimates of costs eligible for the special tax.
- C. Provide any needed sketches or legal descriptions.
- D. Schedule, administer, and accomplish the publishing and mailing of required notices in accordance with the Act, and the Government Code; schedule meetings and hearings as required under the Act; and prepare all notices and all resolutions required by the City Council pertaining to the Public Hearing.
- E. Process environmental review (if applicable), and/or arrange for exemption.
- F. Prepare and/or provide all Right-of-Way documentation, as required.
- G. Estimates for annual costs for operations and maintenance of facilities shall be provided.

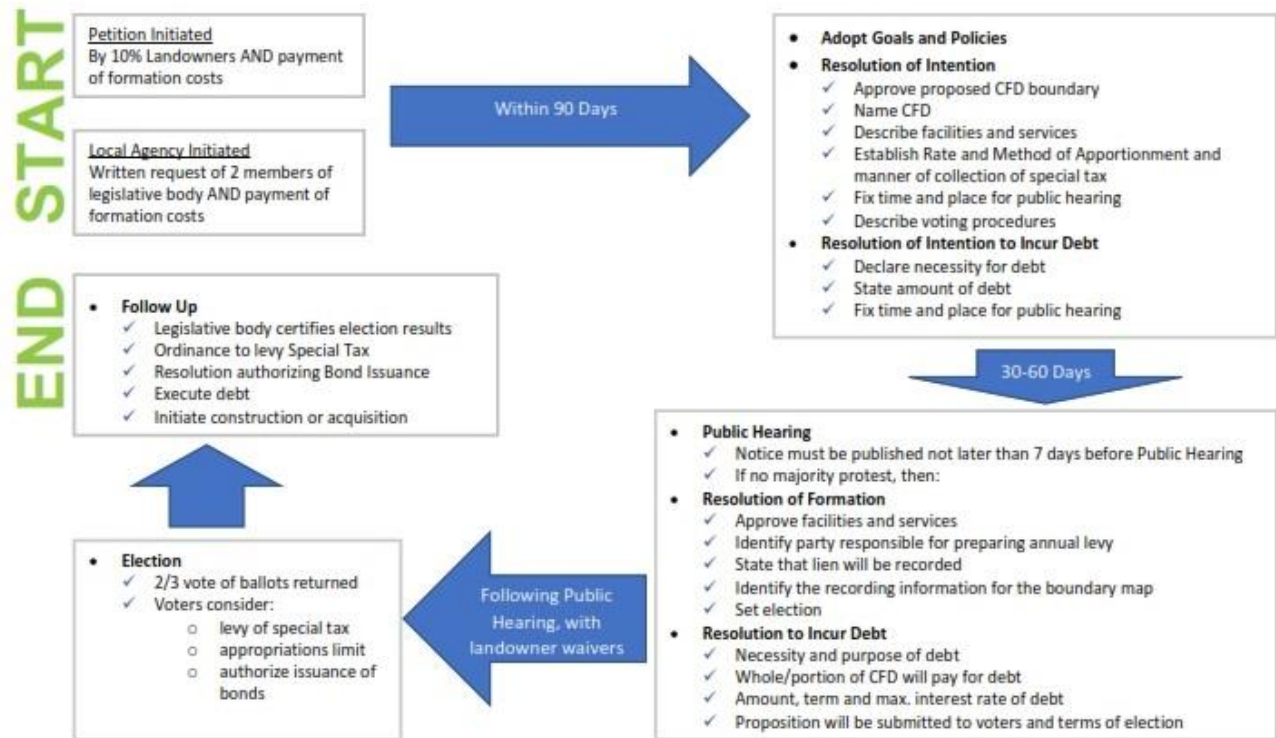
4 | TIMETABLE

The following is an overview of our proposed project schedule. We will discuss a detailed schedule at the kick-off meeting, along with the expected timing for individual tasks.

PROJECT SCHEDULE FOR THE CITY OF SEASIDE

Estimated Timeframe	Scheduled Tasks
15-30 days	NBS distributes data request for CFD Formation
	Kickoff Meeting Scheduled
	Data gathered
30-60 days	CFD Modeling and evaluation of financing alternatives, Classification of property
	Review and refinement of CFD Modeling
	Preparation of CFD documents
	Document review
Public Hearing must be not less than 30 or more than 60 days after Intent Meeting, Landowners can waive the 90-day election noticing with 100% consent	Intent Meeting – Consider Resolution Adopting Local Goals & Policies (if needed) and Resolution of Intention, including Boundary Map/Rate and Method of Apportionment and setting the date of the Public Hearing
	Publication of the Hearing Notice in the local adjudicated newspaper at least 7 days prior to Public Hearing
	Boundary Map must be recorded on or before this date
	Public Hearing – City Council allows any public comments either oral or written. City Council determines whether there has been a majority protest or not, then considers Resolution of Formation calling a Special Election
	Election – City Clerk canvasses the Ballots, informs the City Council that the Question of levying the tax is approved, City Council considers the Resolution Declaring the Results of the Election and the first reading of the Ordinance Levying the Special Tax
15-30 days	Notice of Special Tax Lien recorded
	Ordinance Meeting – Second Reading of Ordinance Levying the Special Tax
	Publication of Ordinance

COMMUNITY FACILITIES DISTRICT FORMATION STEPS – BONDED/LANDOWNER VOTE
(Commencing with Section 53311 of the Government Code)

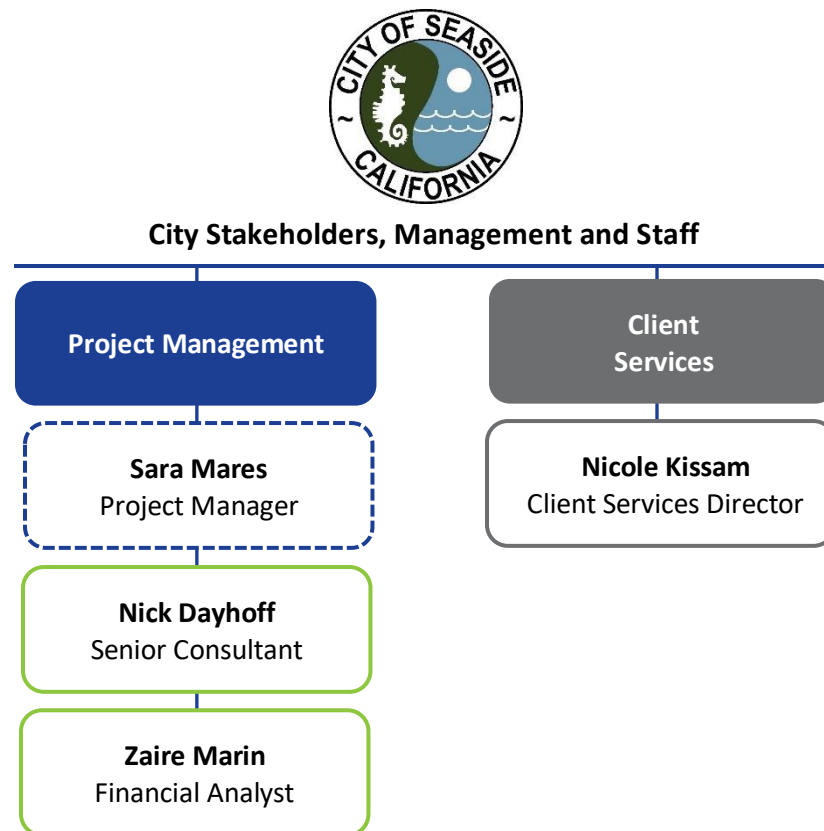


5 | PERSONNEL

One of our greatest strengths and a critical element in successful project execution is a team that works cohesively, efficiently, and has expertise in resolving complex issues. Our proposed project team has an **in-depth understanding of recent changes to laws, codes, and regulations** affecting local governments, including Proposition 218. We treat our clients as partners by developing an intimate knowledge of their needs and responding with strategic and timely solutions.

The staff selected are those most qualified based on their experience and backgrounds. Outlined below is a brief overview of NBS' proposed consulting team for the City.

Project Organizational Chart



SARA MARES, PROJECT MANAGER

Roles and Responsibilities: Sara Mares will be the primary day-to-day contact for the City's project. She will work closely with City staff and the team and be in regular communication with the City, the financing team, and all others involved in the process. Sara will also provide review of all work product.

Work Experience: Sara Mares is a Director with NBS with more than 20 years of experience with NBS. She forms Special Financing Districts (SFDs), specializing in Community Facilities Districts and related bond issuance. She also has significant background in forming various types of Assessment Districts. Sara has experience working with all aspects of the formation and debt issuance process, including planning, project management, budget analysis, rate modeling, financial analyses, formulation of rate and methods of

apportionment, and public presentations. She spent many years involved in ongoing special district administration, including working with troubled districts, and brings that experience and perspective to every formation project she works on. She is a Registered Municipal Advisor.

NICK DAYHOFF, SENIOR CONSULTANT

Role and Responsibilities: Under the direction of the project manager, Nick Dayhoff will be actively involved in the daily management of district formation operations.

Work Experience: Nick Dayhoff has been with NBS for more than 15 years. As a Senior Consultant, he forms and administers Special Financing Districts (SFDs), and is actively involved with new district formations and bond issuance/refunding analysis, feasibility studies, as well as daily management of district administration operations. Nick is a Registered Municipal Advisor.

ZAIRE MARIN, FINANCIAL ANALYST

Role and Responsibilities: Under the direction of the Project Manager, Zaire Marin will assist in completing the day-to-day activities. He will also facilitate data collection and reminders to City staff in order to keep projects moving along the agreed upon timeline for completion.

Work Experience: Zaire obtained his Bachelor of Arts degree in Economics with an emphasis in Financial Accounting from UC Riverside. After obtaining his undergraduate degree, he began his special tax consulting career and quickly obtained his Series 50 certification to become a Registered Municipal Advisor. He has performed several fiscal impact and market analyses, putting his economics background to use. He is experienced with the formation and administration of Special Financing Districts (SFDs).

NICOLE KISSAM, CLIENT SERVICES DIRECTOR

Roles and Responsibilities: Nicole Kissam will act as a representative of our corporate commitment to providing the highest level of service. She will ensure that the City's fundamental objectives are being met at all times.

Work Experience: Nicole Kissam is Director of NBS' Financial Consulting Group. She has an extensive background in public sector consulting, city government, corporate management, marketing and public relations. Nicole has been a financial and management consultant to local government for 20 years, specializing in cost recovery policy, strategy, and analysis. Her subject matter expertise includes cost allocation plans, user and regulatory fee analysis, impact fee analysis, financial plans, business process improvement, and operational best management practices for California agencies. Nicole holds a Bachelor of Science in Business Administration from California Polytechnic State University in San Luis Obispo.

Full resumes for key personnel are on the following pages.

EDUCATION

- Bachelor of Arts, with honors, Economics, Mills College
- Continuing education from UC Davis, UCLA, CDIAC, etc.

HIGHLIGHTS

- Registered Municipal Advisor Representative
- 20 years of experience
- Expert Special Tax Consultant
- District Formations
- Reassessment Consulting
- Proposition 218

AFFILIATIONS

- California Society of Municipal Finance Officers (CSMFO)
- California Special Districts Association (CSDA)
- Committee on Special Assessments, Taxes and Other Financing Facilities (CASTOFF)
- Women in Public Finance (WPF)

SPEAKING / MEDIA

- Financing New Projects with New Revenues: CFD and Assessment District Planning, Implementation and Compliance. 2019 CSDA Annual Conference
- Special Financing District Update, 2018 CSACA Property Tax Managers Meeting
- "Community Facilities Districts, A Robust Funding and Financing Tool for Local Governments in California." Published by NBS, 2018
- "An Introduction to Community Facilities Districts." NBS video 2019

BIOGRAPHY

Sara Mares is a Director with NBS. She forms Special Financing Districts (SFDs), including Community Facilities Districts, Property and Business Improvement Districts, 1913 Act Assessment Districts, Landscape and Lighting Districts, Benefit Assessment Districts and Fire Assessments. Sara has experience working with all aspects of the formation process, including planning and feasibility, project management, budget analysis, development of Rate and Method of Apportionment and Engineer's Reports and presentations. She also has significant experience with ongoing SFD administration including levy submittal, delinquency management and continuing disclosure.

RELEVANT PROJECT EXPERIENCE

- **Altadena Library District CFD Formation.** In 2020, the need for significant updates to aging facilities led the District to engage NBS to form a CFD to finance those infrastructure needs. Additionally, with the existing parcel tax sunset on the horizon, NBS worked with the District to include a services special tax component of the CFD that would replace those services revenues and provide for a perpetual, stable funding source into the future. The CFD has been formed and was approved by registered voters in the District.
- **City of Rio Vista CFD Formation,** Complex Workout including refinancing existing CFD debt, formation of a new CFD to restructure a portion of the existing CFD debt and funding of additional services. CFD Formation and Bond Issuance completed in 2018.
- **City of Patterson CFD Formation.** Formation of services CFD with Future Annexation Area, Subsequent Annexations. CFD funds maintenance and operation of streetlights, landscaping storm drainage, etc., for residential property in the City. Formation completed in 2018, subsequent annexations through 2020.
- **City of Lincoln CFD 2019-1 (Independence).** Formation of facilities CFD that transitions to a services CFD. CFD finances transportation, water system, recycled water system, drainage, wastewater, and park improvements and will transition to fund park maintenance and capital replacement. Formation completed in 2019.
- **Other Projects. Desert Recreation District,** City of Alameda, City of Elk Grove, City of Hesperia, City of Vacaville, City of Carson, East Bay Regional Park District

“Thank you so much for all of your guidance, advice and support this year. We definitely wouldn't have been able to accomplish this amazing feat without your experience and knowledge!!” Nikki Winslow, Library District Director, Altadena Library District

EDUCATION

- Bachelor of Arts, Finance, California State University, San Diego

HIGHLIGHTS

- Registered Municipal Advisor Representative
- 15 years with NBS
- Seasoned Professional in District Administration
- District Formations, including PBIDs/CBDs and CFDs
- Sewer Charge Administration
- Continuing Disclosure
- Proposition 218 Compliance and Notification



“I really appreciated the touch-base meeting we had recently, and look forward to working with you in the coming fiscal year.”

Felicia Newhouse, Assistant General Manager, Ross Valley Sanitary District



BIOGRAPHY

Nick Dayhoff is a Senior Consultant with NBS where he forms and administers Special Financing Districts (SFDs). He is actively involved with a broad range of new district formations, bond issuance/refunding analysis, and feasibility studies, as well as the daily administration of various types of SFDs over seven agencies, 22 SFDs, and approximately 1.15 million parcels.

RELEVANT PROJECT EXPERIENCE

- **East Bay Regional Park District, CFD No. AC-3:** Formation of CFD, subject to voter approval on November 6, 2018. CFD funds maintenance of parks, trails, open space, public safety services, recreation and open space program services, flood and storm protection services, etc. Formation completed in 2018.
- **Valley-Wide Recreation and Park District:** Multiple ongoing CFD Formations. CFDs fund park and landscape maintenance. Formations completed 2015-2020.
- **Uptown Long Beach PBID.** Renewal of existing PBID. Assessment funds sidewalk maintenance, security, and marketing. Formation completed in 2018.
- **San Diego County Citrus Pest Control District:** Formation of a citrus pest control assessment district. Formation completed in 2018.
- **Additional CFD Formations in Progress:** Valley-Wide Recreation and Park District, City of Carson and City of Belmont.

EDUCATION

- Bachelor of Arts, Economics, Concentration in Financial Accounting, University of California, Riverside

HIGHLIGHTS

- Registered Municipal Advisor
- Administers 37 Special Financing Districts (SFDs) across 23 counties throughout California
- Responsible for preparing the annual levy of more than 200,000 parcels
- Fiscal Impact Analyses
- Annexations
- Bond Refundings
- District Administration
- District Audits
- Special Projects
- Continuing Disclosure

BIOGRAPHY

Zaire Marin is a Financial Analyst at NBS where he is actively involved with the daily administration and formation of Special Financing Districts (SFDs), annexation of property to SFDs, the preparation of fiscal impact analyses, and a variety of special consulting projects.

Types of SFDs that he has administered include Mello-Roos Community Facilities Districts (CFDs), 1913/1915 Act Assessment Districts (ADs), Benefit Assessment Districts (BADs), Business Improvement Districts (BIDs), Landscape and Lighting Districts (LLDs), and other parcel-based charges.

PROJECT EXPERIENCE

- **City of Moreno Valley Comprehensive Park Maintenance Feasibility Study and Service Level Analysis and CFD Formation.** Identified three solutions for the City to implement to ensure sufficient tax revenue for existing SFDs to provide ongoing community services, parks, and parks improvement programs at their desired, optimal levels. The analysis led to the formation of a new CFD, the revenue stream of which will allow the City's Parks and Community Services Department to accomplish its goal of providing optimal community services and recreation opportunities for residents and employees.
- **City of Lincoln CFD 2006-1 Series 2013 Refunding (Special Tax Refunding Bonds, Series 2011).** Worked closely with the City's contracted Financial Advisor, Bond/Disclosure Counsel, and Underwriter to prepare a fund analysis showing the amount of savings to CFD 2006-1 property owners that would result from the refunding. Compiled value to lien, overlapping debt, historical assessed value and delinquency data tables that were included in the Final Official Statement of the Special Tax Refunding Bonds, Series 2021 and contained information used by potential buyers of the Refunding Bonds to assess the financial health of the underlying CFD 2006-1 IA 1 and the investment worthiness of the Bonds.
- **City of Union City Fiscal Impact Analysis for the Union City Station East Development.** Identified the fiscal impact a 25-acre mixed-use development would have on City General Fund Revenues and Expenditures by analyzing City financials and projecting future revenue and expenditures resulting from the addition of new infrastructure, residents, and employees to the City. The analysis is expected to lead to the formation of a new CFD, the revenue stream of which will mitigate the negative fiscal impact of the proposed development and allow the City to provide public services at an optimal level to current and future residents and employees of, and visitors to the City.
- **Southern Humboldt Community Healthcare District Parcel Tax District Administration.** Administer a parcel tax district spanning Humboldt and Mendocino County that provides financing to ensure continued local access to emergency room care, acute hospital care, community clinic, skilled nursing facility, and various other health care services for residents of the District and visitors to the area. Manage a database of 9,000 parcels used to track building use code to calculate the annual levy of parcels per the method of assessment described in the resolution authorizing the parcel tax district. Enrolled over \$1,100,000 in parcel taxes to the Fiscal Year 2020/21 tax roll.



Revenue Versatility.

All of our clients have the ultimate goal of maintaining the highest possible level of services to all who live, work and play in their communities. We focus on each municipality's unique needs and circumstances by supporting a wide range of revenues.



Uncommon Expertise.

We proactively seek to educate the public. From creating guidebooks; to helping navigate the laws, codes, and regulations affecting local governments; to sponsoring workshops, NBS University and other speaking engagements: we forge the way in industry expertise. Our team members are often asked to speak at seminars and conferences as well as serve as expert witnesses.



Registered with MSRB and SEC.

We studied it, we passed the exams, and now we eat, breathe, and live revenue analysis. Being a Municipal Advisor registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) means that we have a fiduciary duty to municipal entities to help protect them and the public interest while promoting transparency.



AT-A-GLANCE: HELPING COMMUNITIES FUND TOMORROW

25
YEARS

In
Business

100%
ESOP

NBS is a 100%
employee-owned
S-Corporation



NBS HEADQUARTERS
32605 Temecula Pkwy | Suite 100
Temecula, CA 92592

SAN FRANCISCO REGIONAL OFFICE
870 Market Street | Suite 1223
San Francisco, CA 94102



CONTACT
Sara Mares | 800.434.8349
smares@nbsgov.com



LEGAL NAME
NBS Government
Finance Group

DBA
NBS

49
EMPLOYEES



**INDIVIDUAL AUTHORIZED TO NEGOTIATE
AGREEMENT**
Michael Rentner, President

Since 1996, NBS has supported California municipalities with the implementation and ongoing administration of local funding tools.

While the firm originally focused on Special Financing Districts (SFDs), specifically the formation and administration of special assessments and taxes, we have evolved with our clients' needs and now provide a full range of revenue consulting services. We focus on sustainable water and wastewater utility rate programs, cost allocation plans, cost recovery, and legally-justified fee design. Across all practice areas, we have worked with more than **500 public agencies** to date, including cities, counties, school districts, utilities, and special districts.



District Consulting Group

The NBS District Consulting Group ensures your Special Financing Districts (SFD) and related revenue tools are well-developed from their inception, and then administered robustly over their lifetime.



We act as strong advocates for our public agency clients to ensure that any SFD or other revenue tool is appropriate and well-crafted for the need. Throughout our engagement, we provide sage guidance and recommendations. We are often called upon to present complex issues to councils, boards and interested parties.



We have supported thousands of SFDs including millions of parcels, and have worked through virtually every conceivable challenge in their use. Our experience is with all manners of special assessments, special taxes – including Community Facilities Districts (CFDs) – and other fees.



Whether the need is identifying and funding negative fiscal impacts, financing needed infrastructure, or providing community-desired services, our expert consultants have deep experience and help navigate the challenges.

Publications and Video

NBS' *Community Facilities Districts (CFDs)* publication. We believe in continuing education, not only for our own team, but also for our clients and municipal staff.

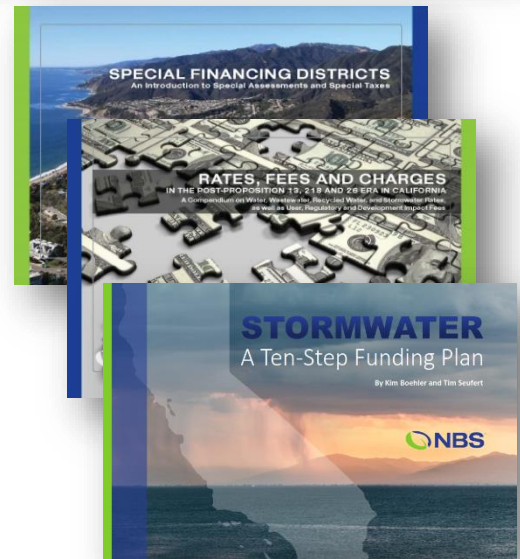
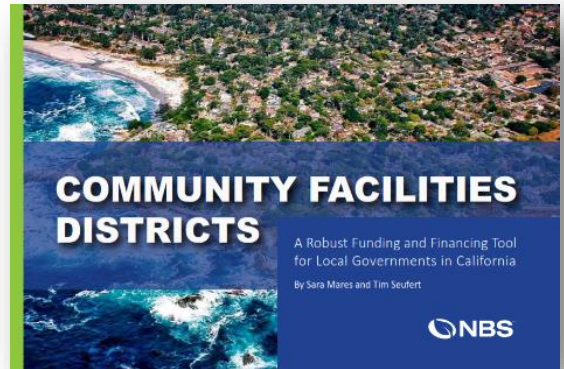
As industry leaders, we have a unique set of qualifications and experience in the work we perform. In that regard, we have published four booklets on related industry topics that can be downloaded at no charge at www.nbsgov.com/publications. For a hard copy, please call 800.676.7516 or email contactnbs@nbsgov.com.

***Community Facilities Districts (CFDs)* (2018)** explains this robust funding and financing tool for local governments in California and precisely relates to the City's current project needs.

Additional NBS Publications include:

- ***Special Financing Districts (SFDs)* (2015)** has been credited as the best publication on SFDs in a decade by prominent industry professionals.
- ***Rates, Fees and Charges Compendium* (2015)** has received high regard and interest from industry professionals.
- ***Stormwater: A Ten-Step Funding Plan* (2018)** addresses the spectrum of stormwater needs in California.

In 2019 NBS produced a video titled ***An Introduction to Community Facilities Districts in California***, available at <https://www.youtube.com/watch?v=WWzYFAAG5wE&feature=youtu.be>



Continuing Education Workshops



NBS University
Continuing Education for Public Agencies

NBS keeps things fresh by periodically hosting content-rich workshops that bring industry insiders together to learn, share ideas and meet with their peers. Our 2020 seminars were postponed and will instead take place in late 2021. Topics qualify for continuing education (CE) units for the California Board of Accountancy. More information about our upcoming seminars will be posted to www.nbsgov.com/university, or please send an email to contactnbs@nbsgov.com requesting to be added to our contact list for future workshops.

NBS keeps things fresh by periodically hosting content-rich workshops that bring industry insiders together to learn, share ideas and meet with their peers. Our 2020 seminars were postponed and will instead take place in late 2021. Topics qualify for

7 | REPRESENTATIVE STUDY DESCRIPTIONS/CLIENT REFERENCES

Below is a sampling of projects and references similar in scope and magnitude to the City's study.

CITY OF FOLSOM, CA

CFD FEASIBILITY STUDY AND FORMATION FOR THE FOLSOM PLAN AREA

Project Dates: 2013 – Present



FOLSOM

Contact Information

John Donoghue
Deputy Treasurer
50 Natoma Street
Folsom, CA 95630
P: 916.355.7334
E: jdonoghue@folsom.ca.us

The City of Folsom's Folsom Plan Area ("FPA") is located on approximately 3,500 acres and is envisioned to contain approximately 10,200 residential units and 5.2 million building square feet of non-residential space. The City is utilizing CFD financing to fund a portion of the estimated \$877 million backbone infrastructure and public facilities necessary to serve the FPA at buildout. NBS serves as the City's ongoing CFD special tax consultant and has assisted in the development of a financing structure that will allow for a consistent special tax per EDU for all FPA-wide improvements and services, increased flexibility in the debt service structure, and minimizes the number of line items on the future homeowner's property tax bill.

CITY OF RIO VISTA

CFD FORMATION AND ADMINISTRATION

Project Dates: 2004 – Present



Contact Information

Robert Hickey
City Manager
One Main Street
Rio Vista, CA 94571
P: 707.374.6451
E: rhicky@ci.rio-vista.ca.us

The City contacted NBS to provide CFD formation services to fund additional services for their Liberty Community. The significant burden already on the project property by the two existing bonded CFDs quickly made adding the intended services costs too great for the property to bear. NBS recommended changing course slightly to include a bond refunding and restructuring that would allow the Liberty Community to not only fund the additional services, but reduce and reconfigure the bond obligation. The neighboring project, which was also a part of the existing bonded CFDs, saw substantial savings from the bond refunding. NBS played a key role in the restructuring and wrote the rate and method of apportionment for the newly formed Liberty CFD. NBS is a long term partner with the City, having acted as special tax consultant for other City CFD formations and handling the ongoing CFD administration for all of the City's CFDs.

EL DORADO COUNTY, CALIFORNIA

CFD FORMATION AND OTHER SERVICES

Service Dates: 1996 – Ongoing



Contact Information

Joe Harn
Auditor-Controller
360 Fair Lane
Placerville, CA 95667
P: 530.621.5456
E: joe.harn@edcgov.us

NBS has worked as the County's Special Tax Consultant, forming five (5) new CFDs as well as providing the analytical support for a number of bond issuances and refundings.

The County finds value in the unique perspective NBS brings to addressing their current goals while continuously evaluating the feasibility of following the rate and method for the life of the bonds.

Client Testimonial:

"We appreciate the work you do and as always, look forward to working with you in the future."

– Sally Zutter, Accounting Division Manager

CITY OF VACAVILLE, CA

CFD FORMATION AND ADMINISTRATION

Service Dates: 2004 – Present



Contact Information

Ken Matsumiya
Finance Manager
650 Merchant Street
Vacaville, CA 95688
P: 707.449.5180
E: Ken.Matsumiya@cityofvacaville.com

NBS has formed five (5) CFDs in past years, and now administers them on behalf of the City. They were formed for the purpose of funding public safety services for land that was both developing and annexing to the City.

Currently, NBS is consulting the City on a CFD formation related to a large new development in need of both services and infrastructure financing. Working with the City's team of consultants, NBS is helping the City to realize a project that has been in the works for more than 20 years, if the CFD is approved by electors and Council.

CITY OF ALAMEDA

CFD FORMATION

Service Dates: 2002 - Present



Contact Information

Liz Acord
Public Works Coordinator
950 West Mall Square Building 110
P: 510.747.7957
E: lacord@ci.alameda.ca.us

Since 2003, NBS has been performing CFD related services for the City, including CFD formation and administration. The latter include services such as data collection obtained from various sources and maintenance of this information in a database, administrative cost recovery, cash flow analysis, levy calculation and submittal to the County, as well as the annual Special Levy Tax Report, delinquency monitoring, prepayment calculations and bond calls.

NBS was selected by the City to perform the formation of the City's recent CFDs, which include Naval Base reuse areas. NBS created a bonded CFD Alameda Landing Municipal Services District (CFD No. 13-1 and 13-2). NBS created a CFD Rate and Method of Special Tax and District that met the objectives and long-term needs of the City. The initial assumption was that one CFD will be formed for both bonded/infrastructure financing as well as the annual maintenance services. However, it was determined that the best scenario would be for two CFD's to be formed, one for infrastructure and one for ongoing services. This initial project comprises a distinct area (commonly known as "south of Mitchell Street") that encompasses approximately 285,000 square feet of retail development and approximately 262 single-family homes/condominiums.

8 | COST ESTIMATES OF CONSULTING FEE

As requested in the RFP, the Cost Proposal has been included under a separate cover.

APPENDIX

This appendix contains a disclosure for Municipal Advisor services.

Disclosure of Conflicts of Interest and Legal or Disciplinary Events

Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients and potential clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of NBS and its associated persons.

CONFLICTS OF INTEREST

Compensation

NBS represents that in connection with the issuance of municipal securities, NBS may receive compensation from an Issuer or Obligated Person for services rendered. Any such compensation may be contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, NBS hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding NBS’ ability to provide unbiased advice to enter into such transaction. This conflict of interest does not impair NBS’ ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

It should be noted that other forms of compensation (i.e., hourly or fixed-fee based) may also present a potential conflict of interest regarding NBS’ ability to provide advice regarding a municipal security transaction. These other potential conflicts of interest will not impair NBS’ ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

Other Municipal Advisor Relationships

NBS serves a wide variety of other clients who may have interests that could have a direct or indirect impact on the interests of another NBS client. For example, NBS serves as Municipal Advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to your agency. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, NBS could potentially face a conflict of interest arising from these competing client interests. NBS fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with your agency.

If NBS becomes aware of any additional potential or actual conflict of interest after this disclosure, NBS will disclose the detailed information in writing to the issuer or obligated person in a timely manner.

LEGAL OR DISCIPLINARY EVENTS

NBS does not have any legal events or disciplinary history on NBS’ Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Issuer may electronically access NBS’ most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against NBS, NBS will provide complete disclosure to the Issuer in detail allowing the Issuer to evaluate NBS, its management and personnel.

Aerial view of City of Seaside
via Google Earth



CITY OF SEASIDE

Cost Estimate for:

**Formation of a Community
Facilities District (CFD)**

May 6, 2021



870 Market Street, Suite 1223
San Francisco, CA 94102
Toll free: 800.434.8349

www.nbsgov.com

May 6, 2021

Craig Malin
City Manager
City of Seaside
440 Harcourt
Seaside, CA 93955

RE: Cost Estimates of Consulting Fee for Formation of a Community Facilities District (CFD)

Dear Mr. Malin,

Thank you for considering our proposal for the City's Formation of a Community Facilities District (CFD). The information to follow summarizes our pricing for the services requested.

Please do not hesitate to contact me at 800.434.8349 or via email at smares@nbsgov.com if you have any questions about our cost proposal.

Sincerely,

A handwritten signature in blue ink that reads "Sara Mares".

Sara Mares
Director

COST ESTIMATES OF CONSULTING FEE

Exhibit B

Our professional fees are based on our understanding of the City’s needs and the effort we believe is necessary to complete the scope of services described. If the City feels the need to adjust the scope of services, the fees will be updated to reflect the changes in scope.

CFD Consulting Services

Fee Per CFD Formation ¹	\$24,500
Additional Improvement Areas	\$4,500
Fee Per CFD Annexation ²	\$3,500

¹Assumes landowner election with waiver of the extended election noticing

²Assumes use of the abbreviated Unanimous Approval Form annexation process

Additional Optional Services – Hourly Rates

The following table shows our current hourly rates. Optional services authorized by the City but not included in the scope of services will be billed at this rate or the then applicable hourly rate. This may include attendance at additional meetings, notice and ballots, etc.

Title	Hourly Rate
Director	\$225
Associate Director	\$210
Senior Consultant / Manager	\$175
Consultant	\$155
Analyst	\$130
Clerical/Support	\$ 105

Terms

Formation services will be invoiced monthly. Expenses will be itemized and included in the next regular invoice. Fees for all other services will be invoiced upon completion of the task. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days, simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel consulting contract with 30 days’ written notice.

Attachments: Exhibit A May 6, 2021 Proposal
 Exhibit B Insurance Requirements

EXHIBIT B

INSURANCE REQUIREMENTS

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

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. If necessary to meet required limits stated above, 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;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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.

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

Date: August 27, 2024

Change Requested by: X City Consultant

Contract Date

05/20/2021

Project Name

Community Facilities District Formation Services

To (Consultant): NBS Government Finance Group, 32605 Temecula Parkway, Ste. 100 Temecula, CA 92592

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 EIGHTEEN THOUSAND FIVE HUNDRED (\$18,500.00)

Original Contract Amount	Previous CCO Total (Not including this Amendment)	This Amendment Total	Revised Contract Amount
\$32,500.00	\$0	\$18,500.00	\$51,000.00
Original Contract Time	Original Completion Date	Days To Date (Including This Amendment)	Revised Completion Date
12 Months	July, 11, 2022	0	June, 30, 2026

CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES
City of Seaside

SUBMITTED BY:		
	Jose Bazua Acting Assistant City Manger/Econ. Development Director	August 27,2024
Signature	Name and Title	Date
CITY APPROVAL BY:		
	Craig Malin Interim City Manager	
Signature	Name and Title	Date

CONSULTANT ACCEPTANCE BY:		
	Michael Rentner President and CEO	
Signature	Name and Title	Date



**CITY OF SEASIDE
PROFESSIONAL SERVICES AGREEMENT
COMMUNITY FACILITIES DISTRICT COST ESTIMATION
SERVICES AND CONTINGENCY**

This agreement is made by and between the City of Seaside (City), and NBS Government Finance Group (Consultant).

- A. Engagement: The City agrees to engage the Consultant to provide as described in Exhibit A, attached hereto and, hereinafter referred to as "the Project."
- B. Relationship: The Consultant is an independent contractor and is not to be considered an agent or employee of the City.
- C. Compensation: The City shall pay consultant on a time and materials basis in accordance with the standard billing rates shown in Exhibit B, attached hereto, not to exceed EIGHTEEN THOUSAND FIVE HUNDRED (\$18,500.00)
- D. Expense Reimbursement: City will reimburse for professional services and expenses at cost upon submission of receipts.
- E. Method of Payment: The City shall pay within 30 days in accordance with Consultant's Fee Schedule, attached hereto, upon receipt of a written invoice from Consultant detailing services rendered.
- F. Term: The term of this agreement shall commence on June 1, 2024 and terminate June 30, 2026.
- G. Termination: This agreement may be terminated; (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional fees and expense reimbursement to the date of termination and for any work necessitated by that termination.
- H. Indemnity: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Agency and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error

or omission of Consultant, its officers, agents, employees or 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.

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

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

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

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out

of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

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

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

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

L. Ownership of Work Product:

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

M. Assignment

- a. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, NBS Government Finance Group shall perform the services described in this Agreement.
- b. NBS Government Finance Group may use assistants under their supervision to perform services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of assistants 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 Project Manager 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: August 28, 2024

CONSULTANT



By: Michael Rentner

Title: President & CEO

Address: 32605 Temecula Parkway, Ste. 100

Temecula, CA 92592

Dated: _____, 2024

City of Seaside:

By: Craig Malin
Title: Interim City Manager

Attachments:	Exhibit A	Consultant Scope of Services
	Exhibit B	Compensation for Services
	Exhibit C	Municipal Advisor Disclosure

EXHIBIT A

CONSULTANT SCOPE OF SERVICES

Cost Estimation Services

KICK-OFF MEETING, PROJECT SCHEDULE

NBS will meet with City staff, legal counsel, and other interested parties to:

- Establish lines of communication
- Clarify the specific project goals and criteria that will meet the City's preference
- Identify the specific improvements and services to be incorporated into the Cost Estimation Tool
- Review Cost Estimation Tool customization options to develop data request for costs

DATA COLLECTION

NBS will gather and review data relevant to estimating the cost of maintenance, operations, capital replacement and reserves for the identified improvements. Data will be obtained from various sources, including industry averages, City records, staff interviews, City contracts, contractor estimates and average costs from comparable agencies.

COST ESTIMATION TOOL

NBS will incorporate the aforementioned data relevant to estimating costs into the Excel based Cost Estimation Tool. The set up will compile the annual maintenance costs, lifecycle of each improvement, replacement costs, cost escalation capabilities tied to appropriate indexes that will be used to arrive at the project cost estimate based on the inputs of improvement plans.

DATA INPUTS

NBS will review plans to retrieve the types and quantities of improvements to be operated and maintained and services to be provided within a Community Facilities District. Those improvements will then be entered into the Cost Estimation Tool.

COST ESTIMATE

NBS will review the output of the Cost Estimation Tool to ensure both data accuracy of the calculations and reasonableness of the results.

City's Responsibilities

The City shall furnish NBS with any pertinent information that is available to City and applicable to the Services. The City shall designate a person to act with authority on its behalf in respect to the Services. The City shall promptly respond to NBS' requests for reviews and approvals of its work, and to its requests for decisions related to the Services. City understands and agrees that NBS is entitled to rely on all information, data and documents (collectively, "Information") supplied to NBS by City or any of its agents, contractors or proxies or obtained by NBS from other usual and customary sources including

other government sources or proxies as being accurate and correct and NBS will have no obligation to confirm that such Information is correct and that NBS will have no liability to City or any third party if such Information is not correct.

EXHIBIT B

COMPENSATION FOR SERVICES

Cost Estimation Services

Consulting Fee..... \$3,500

Contract Contingency

Consulting Fee..... \$15,000

EXPENSES

Customary out-of-pocket expenses will be billed to the City at actual cost to NBS. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

ADDITIONAL SERVICES

The following table shows our current hourly rates. Additional services authorized by the City but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

Title	Hourly Rate
Director / Senior Review	\$250
Associate Director / Engineer	\$225
Senior Consultant	\$200
Consultant	\$175
Senior Project Analyst	\$165
Project Analyst	\$150
Project Resource Analyst	\$130
Clerical / Support	\$110

TERMS

Consulting services will be invoiced on a monthly basis. Expenses will be itemized and included in the next regular invoice. Fees for all other services will be invoiced upon completion of the task. If the project is prematurely terminated by either party, NBS shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month. Either party may cancel this contract with 30 days' written notice.



EXHIBIT C

MUNICIPAL ADVISOR DISCLOSURE

Disclosure of Conflicts of Interest and Legal or Disciplinary Events

Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients and potential clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of NBS and its associated persons.

CONFLICTS OF INTEREST

Compensation

NBS represents that in connection with the issuance of municipal securities, NBS may receive compensation from an Issuer or Obligated Person for services rendered. Any such compensation may be contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, NBS hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding NBS’ ability to provide unbiased advice to enter into such transaction. This conflict of interest does not impair NBS’ ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

It should be noted that other forms of compensation (i.e., hourly or fixed-fee based) may also present a potential conflict of interest regarding NBS’ ability to provide advice regarding a municipal security transaction. These other potential conflicts of interest will not impair NBS’ ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

The fee paid to NBS increases the cost of investment to your agency. The increased cost occurs from compensating NBS for municipal advisory services provided

Other Municipal Advisor Relationships

NBS serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another NBS client. For example, NBS serves as Municipal Advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to your agency. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, NBS could potentially face a conflict of interest arising from these competing client interests. NBS fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with your agency.

If NBS becomes aware of any additional potential or actual conflict of interest after this disclosure, NBS will disclose the detailed information in writing to the issuer or obligated person in a timely manner.

LEGAL OR DISCIPLINARY EVENTS

NBS does not have any legal events or disciplinary history on NBS’ Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Issuer may electronically access NBS’ most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.



There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against NBS, NBS will provide complete disclosure to the Issuer in detail allowing the Issuer to evaluate NBS, its management and personnel.

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- NBS Government Finance Group is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
- Within the Municipal Securities Rulemaking Board (“MSRB”) website at www.msrb.org, City of Seaside may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.



CITY OF SEASIDE STAFF REPORT

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Haroon Noori, Administrative Analyst II

DATE: September 5, 2024

SUBJECT: ADOPT A RESOLUTION APPROVING THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2023-2024

RECOMMENDATION

Adopt a Resolution to:

1. Approve the FY2023-24 CAPER for the CDBG program; and
2. Authorize the City Manager or designee to submit the FY2023-24 CAPER to the U.S. Department of Housing and Urban Development.

BACKGROUND

The City of Seaside is a recipient of federal entitlement grant funding from the Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) program. As a recipient of these funds, HUD requires the City to prepare and submit a Consolidated Annual Performance Evaluation Report (CAPER) for the CDBG program within 90 days of the close of the fiscal year. The CAPER evaluates the City's overall progress and performance in meeting the goals identified within its five-year Consolidated Plan and the Annual Action Plan.

DISCUSSION:

In FY 2023-24, which began on July 1, 2023 and ended on June 30, 2024, the City of Seaside received \$348,646.00 in CDBG allocation and \$102,920.00 in program income for a total of \$451,566.00. The table below provides a summary and breakdown of the total funds available and spent during FY 2023-24:

	Revenue	Expense	Balance
FY2022-23 CDBG Allocation + Program Income	\$451,566.00	\$411,239.00	\$40,327.00

Consistent with the strategic goals and priorities of the 2020-2024 Consolidated Plan and the 2023-24 Annual Action Plan (AAP), the City carefully evaluated and determined its community and housing needs. The City collaborated with local non-profits to carry out various projects and activities. A summary of the FY 2023-24 activities and accomplishments is included in the table below. Detailed information on these projects will be included in the FY 2023-24 CAPER.

Table 1: FY2023-24 Projects and Accomplishments					
Organization	Service /Project	Budget	Disbursed	Status	# of persons Assisted
Public Service Activities					
Girls, Inc. of the Central Coast	Youth Services	\$12,080.00	\$12,080.00	Complete	87
Greater Victory Temple	Youth Services	\$12,080.00	\$12,076.76	Complete	78
Legal Services for Seniors	Legal Services	\$12,080.00	\$12,068.64	Complete	175
Meals on Wheels of the Monterey Peninsula	Senior Services	\$12,080.00	\$12,080.00	Complete	185
Eden Council for Hope and Opportunity	Fair Housing Activities	\$9,390.00	\$9,078.94	Complete	56
Gathering for Women - Monterey	Case Management – Homeless Shelter	\$10,000.00	\$10,000.00	Complete	23
Capital Improvement Projects					
Boys and Girls Club of Monterey	Boys and Girls Clubhouse - Exterior Door	\$50,000.00	\$50,000.00	Complete	364

County	Upgrades				
Community Human Services	Genesis House - Bathroom Improvements	\$40,000.00	--	Underway	473
City of Seaside – Public Works	Cutino Park Improvements	\$250,000.00	\$250,000.00	Complete	7,060
Program planning and administration					
CDBG		\$43,856.00	\$43,856.00	Complete	N/A

All activities marked “underway” in the table above are on track for completion and closeout in the current fiscal year. Accomplishments for these activities will be reported in the FY 2024-25 CAPER.

CITIZEN PARTICIPATION AND PUBLIC OUTREACH:

The FY 2023-24 CAPER was made available for public review and comment for at least a 15-day period, from August 26 through September 9, 2024. A notice (in English and Spanish) of public comment and the September 5th, 2024, public hearing was published in the Monterey County Weekly on August 22nd.

The CAPER was also posted on the City website at www.ci.seaside.ca.us/CDBG and is available at the following locations:

- Seaside City Hall
- Seaside Public Library
- Seaside Fire Station
- Oldemeyer Community Center
- Community Development Department

All public comments received during the 15-day public review period or at the public hearing will be incorporated into the FY 2023-24 CAPER and submitted to HUD.

FISCAL IMPACT

Approval and submittal of CAPER does not have any fiscal impact.

ATTACHMENTS

1. City of Seaside CDBG 23-24 CAPER
2. 2023-2024 CAPER Resolution

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager



CITY OF SEASIDE

Consolidated Annual Performance and Evaluation Report (CAPER)
For the Community Development Block Grant Program (CDBG)
Fiscal Year 2023-2024 (Program Year 2023)

DRAFT RELEASED FOR PUBLIC COMMENT
August 26, 2024

Prepared by:
Community Development Department
440 Harcourt Ave, Seaside, CA 93955
(831) 899-6726 | CDBG@ci.seaside.ca.us

Table of Contents

Executive Summary	3
CR-05 - Goals and Outcomes	4
CR-10 - Racial and Ethnic composition of families assisted	8
CR-15 - Resources and Investments 91.520(a)	9
CR-20 - Affordable Housing 91.520(b).....	11
CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)	13
CR-30 - Public Housing 91.220(h); 91.320(j)	14
CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)	15
CR-40 - Monitoring 91.220 and 91.230	18
CR-45 - CDBG 91.520(c)	20

Exhibits:

Executive Summary

The City of Seaside (City) is a recipient of federal entitlement grant funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grants (CDBG). As a recipient of these funds, the City is required (pursuant 24 CFR 91.520) to prepare a Consolidated Annual Performance Evaluation Report (CAPER) annually to evaluate the City's overall progress and performance in meeting the following priority activities identified within its five-year Consolidated Plan and the Annual Action Plan:

- Access to community and social services;
- Improve accessibility to persons with disabilities;
- Provide quality facilities and infrastructure;
- Promote beautification;
- Assist microbusinesses; and
- Prevent, prepare for, and respond to the coronavirus pandemic.

This document represents the City of Seaside's PY2023 CAPER related to the City's CDBG Program. The CAPER provides HUD, the public, and the City an opportunity to review Seaside's housing and community development accomplishments for PY2023, with focus on those activities funded by the CDBG program.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

In PY2023, consistent with the strategic goals and priorities in the 2020-2024 Consolidated Plan and the 2023-24 Annual Action Plan (AAP), the City carefully evaluated and determined its community and housing needs, and partnered with local non-profits to carry out various projects and activities. Data in Table 1 below highlights key accomplishments during the program year and reflects the progress towards the Consolidated Strategic Plan goals. Highlights include:

Strategic Goal 1: Access to community and social services

To ensure access to much needed community and social services, the City collaborated with experienced local non-profits to undertake various programs benefiting a diverse clientele. A summary of the activities and outcomes is provided below:

- 87 LMI girls (aged 9-18) received self-confidence and self-esteem improvement coaching through the Girls, Inc. of the Central Coast at the following schools: Seaside Middle School, Ord Terrace Elementary School, and Martin Luther King Jr School of Arts.
- 78 LMI students received after school tutoring and meals through the Greater Victory Temple.
- 175 LMI seniors received free legal services through the Legal Services for Seniors.
- 185 LMI homebound elderly (over 75 years old) persons received 3 meals a day through the Meals on Wheels of the Monterey Peninsula.
- 56 LMI persons received fair housing and tenant-landlord services through the Eden Council for Hope and Opportunity (ECHO). ECHO also completed systemic audit of 5 sites.
- 23 LMI unique single women received shelter and 3 meals a day at Casa de Noche Buena through Gathering for Women – Monterey.

Strategic Goal 2: Improve accessibility to persons with disabilities

- Cutino Park Improvement project: The City of Seaside Public Works department completed this project in the program year (2023). This project was supported by \$250,000 in CDBG funding per year in fiscal years 2022/23 and 2023/24.

Strategic Goal 3: Provide quality facilities and infrastructure

In PY2023, the City of Seaside funded the following capital improvement projects:

- Boys and Girls Clubhouse – Exterior Door Lock Conversion Project and Security upgrades (CDBG allocation: \$50,000; *project completed*). In PY2023, 364 LMI persons benefited from this project. It is anticipated that around 350 LMI persons will benefit from these improvements per year in the coming years. As part of this project, BGCMC Installed electronic access control hardware to existing exterior doors. Facility access can be monitored, selective access to each point of entry can be assigned and includes the ability to log access. The system allows the Boys & Girls Clubs of Monterey County to better secure our Seaside Clubhouse and promote a safer environment for our members, staff and community.

- Community Human Services - Genesis House Bathroom Improvements (CDBG allocation: \$40,000; *project completed*). CHS was unable to complete this project in PY2023 due to lack of sufficient response to RFP during the initial call for bids. CHS anticipates completing this project in PY2024. In PY2023, 473 individuals received substance abuse and rehabilitative services. It is anticipated that around 300 LMI persons will benefit from these improvements per year in the coming years.

Strategic Goal 4: Promote beautification

The City of Seaside did not fund any projects in support of this goal in PY2023.

Strategic Goal 5: Prevent, prepare for, and respond to the coronavirus pandemic

The City of Seaside did not fund any projects in support of this goal in PY2023.

Strategic Goal 6: Program Planning and Administration

The City's CDBG staff provided assistance with the administration and oversight of the CDBG projects and activities.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Table 1 provides numeric detail on activities completed in PY2023, and progress made toward meeting the Consolidated Strategic Plan goals and objectives:

Goal	Category	Source / Amount	Indicator	Unit of Measure	5-Year Strategic Plan			2023/2024 Program Year (Year 4)		
					Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Access to Community and Social Services	Non-Homeless Special Needs Non-Housing Community Development Other	CDBG(2023): \$67,710	Public service activities other than Low/Moderate Income Housing Benefit Public service activities for Low/Moderate Income Housing Benefit	Persons Assisted	5,000	2,978	60%	596	604	101%
Improve accessibility to persons with disabilities	Non-Homeless Special Needs Non-Housing Community Development	CDBG(2023): \$250,000 (Cutino Park)	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1,800	845	46%	7060	7060	100%
Provide Quality Facilities and Infrastructure	Non-Homeless Special Needs Non-Housing Community Development	CDBG(2023): \$50,000 (Boys and Girls Club) CDBG(2023): \$40,000 (Genesis House)	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1,800	3,019	167%	575	837	145%
Promote Beautification	Non-Housing Community Development Homeless	CDBG(2023): \$0	Homelessness Prevention	Persons Assisted	15	15	100%	0	0	0%
COVID-19 Preparation, Prevention, and Response	COVID-19	CDBG-CV(2023): \$0	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	20,000	15,903	79%	0	0	0%
Program Planning and Administration	CDBG Program Administration	CDBG(2023): \$43,856	Other	Other	5	other	80%	1	1	100%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

During PY2023, the City of Seaside focused on addressing the following priorities of the of the 2020-2024 Consolidated Plan:

- Access to community and social services
- Improve accessibility to persons with disabilities
- Provide quality facilities and infrastructure
- Promote beautification
- Assist microbusinesses
- Prevent, prepare for, and respond to the coronavirus pandemic

The City of Seaside’s primary objective is to use its CDBG funds to several target groups as identified in the 2020-2024 Consolidated Plan, which are:

- Extremely low-income and very low-income households
- Seniors
- Youth, primarily ages 6–17
- Persons with disabilities

Under the six objectives listed above, during PY2023 the City was able to accomplish the following:

Activity Category and Matrix Code	Number of Beneficiaries
Youth Centers (03D)	364
Neighborhood Facilities (03E)	473
Senior Services (05A)	185
Legal Services (05C)	175
Youth Services (05D)	165
Fair Housing Activities (05J)	56
Homeless Services/Housing Information and Referral Services (05X)	23
TOTAL	1,441

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	934
Black or African American	109
Asian	87
American Indian or American Native	9
Native Hawaiian or Other Pacific Islander	12
Amer. Indian/White	3
Asian/White	4
Black/White	14
Amer. Indian/Black	0
Other	269
Total	1,441
Hispanic	653
Not Hispanic	788

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Table 2 above shows the race and ethnic distribution of persons who received assistance or services through the CDBG program during the 2023 program year. The City strives to make all of its programs and activities available to eligible low- and moderate-income residents regardless of sex, race, religious background, or disability. All of the CDBG-funded public service programs, including senior services, youth services, and housing counseling, are available to residents citywide. Projects that focus on facility or infrastructure improvements are generally limited to the CDBG target area or group to help make sure they benefit as many low- and moderate-income residents as possible

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	348,646	308,645
Other	Program Income	102,920	102,594

Table 3 - Resources Made Available

Narrative

During PY2023, which began on July 1, 2023 and ended on June 30, 2024, the City of Seaside received \$348,646 in CDBG allocation and \$102,920 in program income.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	100	100	In PY2023, The City of Seaside utilized CDBG funds for LMC activities throughout the City

Table 4 – Identify the geographic distribution and location of investments

Narrative

Funds expended during PY2023 were primarily used for Low-and Moderate-Income Clientele (LMC) activities serving Low-and Moderate-Income persons residing within and throughout the City of Seaside.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The CDBG program has no matching requirement. Applicants for funding are asked to provide financial information in their application to indicate capacity to carry out the activity/project. The City is actively pursuing grants and awards for projects not otherwise funded with CDBG monies.

DRAFT

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	0	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The Community and Economic Development Services staff is charged with the continuing responsibility to forge new partnerships with other public agencies at the federal, state, and local level as well as with private housing developers and nonprofit organizations. Additionally, the City works closely with a diverse group of nonprofit organizations to provide CDBG public service subrecipient funding.

Some of the currently underway housing initiatives and projects are as follows:

Accessory Dwelling Units (ADU) Efforts

The City of Seaside encourages the development of Accessory Dwelling Units (ADUs) in existing residential neighborhoods. Building ADUs is seen as a way to increase the City's housing supply, aid is

addressing the current housing crisis, and assist existing homeowners by providing an avenue for additional rental income.

To encourage ADU development, the City Council has removed some ADU building permit fees, streamlined the plan check process and set aside a water allocation to be provided exclusively to ADU applicants. In 2023, 23 ADUs were issued building permits, 111 ADUs were finalized.

Discuss how these outcomes will impact future annual action plans.

There continues to be a need for housing units for extremely low-, very low- and low- income households. In response, the City will continue to explore opportunities with regional public service providers, local nonprofit housing developers, and neighboring jurisdictions for the development of new housing units in the region.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	0	0

Table 7 – Number of Households Served

Narrative Information

Allocations to public services serve primarily low to moderate-income individuals and families.

Seaside is not currently a participant in HOME funding.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City has established a Homeless Commission to devise strategies and priority actions to expand homeless services and provide supportive housing opportunities to elderly persons, disabled veterans, and other persons with special needs. Some of the specific strategies the City's Homeless Commission and City staff have implemented include:

- Collaborative engagement with homeless persons during outreach efforts and campaigns to assess needs
- Encampments, Mobile Crisis Response, Vaccine Clinics, Food Distribution Sites
- Participation in local and County meetings in which some homeless individuals attend for opportunities to advocate for needs if accessibility is possible

During PY2023, the City continued its partnership with the Community Human Services and Gathering for Women which provide transitional housing to homeless. Additionally, the City's Family & Community Support Practitioner sought out homeless individuals and families to provide outreach services, which include connecting clients with immediate resources such as mental health services, general health services, substance abuse services, income services, identification documents and other documents necessary to help homeless persons meet the ultimate goal of finding shelter and housing.

The City also intends to strengthen its collaboration with the Coalition of Homeless Services Providers (CHSP), which is the primary nonprofit organization for homeless support in Monterey and San Benito Counties. CHSP is a coalition of 11 service provider agencies for homeless persons, persons with AIDS/HIV, and other persons with special needs. The Coalition is the County's designated Continuum of Care (CoC) Coordinator.

Addressing the emergency shelter and transitional housing needs of homeless persons

During PY2023, the City focused on and implemented the following actions and initiatives. These efforts were not sponsored by CDBG funds.

- Provision of hotel vouchers for emergency shelter access as appropriate and available
- Collaborative engagement with County and City leaders, and the Coalition of Homeless Service Providers to assess, plan, and advocate for resources and funding that support preventive measures for LMI individuals and families

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

During PY2023, the City focused on and implemented the following actions and initiatives. These efforts were not sponsored by CDBG funds:

- Linked individuals and families to County benefits including rental assistance, and Cash-Aid to pay landlords and avoid eviction
- Connected individuals discharged from publicly funded institutions to shelters, and obtain hotel vouchers
- Collaborative engagement with County and City leaders, and the Coalition of Homeless Service Providers to assess, plan, and advocate for resources and funding that support preventive measures for LMI individuals and families

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

During PY2023, the City focused on and implemented the following actions and initiatives. These efforts were not sponsored by CDBG funds.

- Provide referrals and linkages to community and County housing programs to receive case management support in navigating housing resources and programs
- Collaborative engagement with County and City leaders, and the Coalition of Homeless Service Providers to assess, plan, and advocate for resources and funding that support preventive measures for LMI individuals and families

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City does not own any public housing and the 2024 Consolidated Plan does not include plans to construct or operate public housing. However, there are several subsidized housing units scattered throughout the City, which are managed by the Housing Authority of Monterey County (HAMC) as well

as other non-profit organizations. During PY2022, HAMC had 186 families/individuals that were participants in the Housing Choice Voucher Program residing/leasing in the City of Seaside.

HAMC is the primary public organization for affordable housing and supportive services in the area and manages the Section 8 Housing and Family Self-Sufficiency Programs. Both programs are essential to meeting the City of Seaside's low-income housing needs. The Housing Authority collaborates with a broad spectrum of community non-profits, city and county agencies as well as state organizations to address affordable housing and housing shortage issues.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

HACM has taken the lead in developing innovative models to enable the homeless and other low-income families to achieve economic independence and self-sufficiency. Their multi-faceted plan to improve the operation of public housing units and assist clients toward self-sufficiency is detailed in their periodically updated Five Year Action Plan. HACM converted all public housing units countywide to Project-Based Rental Assistance.

Actions taken to provide assistance to troubled PHAs

HUD has not designated the Housing Authority of Monterey County (HAMC) as "troubled".

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City has undertaken a number of actions to reduce potential barriers and constraints to affordable housing and housing for special needs populations. These actions include identifying funds in support of affordable housing development and offering fee reductions, regulatory incentives, density incentives, and the operation of a home rehabilitation and repair program, as well as several other options. Details of these actions can be found in the City's 2023-2031 Housing Element. The Housing Element includes a thorough analysis of governmental and regulatory barriers to affordable housing. The City has been aggressive in pursuing affordable housing development opportunities and has mitigated regulatory barriers as effectively as possible.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

As part of the Consolidated Plan, the City identified several obstacles to meeting needs that are particularly difficult to achieve in the City. Below are some of the actions the City is taking to overcome

the obstacles:

- Increase development, preservation, and rehabilitation of affordable housing for low-income and special needs households.
- Provide assistance for the homeless and those at risk of becoming homeless through collaborations with other agencies.
- Provided assistance to low-income and special needs households.
- Provided public facilities improvements to strengthen neighborhood revitalization.
- Cooperate with, and provide assistance to, for-profit and non-profit developers to facilitate construction of housing units through new housing development.
- Provided rental and utility assistance to hundreds of LMI Seaside households through the Rental Assistance Program, which is funded through Monterey County and United Way's SB91 Emergency Rental Assistance Program (ERAP).

The City also continued to address the lack of funding for the needs identified in the Consolidated Plan by rigorously managing HUD CPD funds through a citizen engagement process, monitoring, and providing technical assistance to subrecipients, while also pursuing new funding sources.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City did not conduct any activities for which lead-based paint clearance was necessary in 2023.

However, the City does conduct a visual assessment to identify lead-based paint hazards when necessary and contracts with certified lead-based paint inspectors as required by state law. The brochure published by the US Environmental Protection Agency entitled "Protect Your Family from Lead in Your Home" is linked on the City website and is available at the Seaside Creates office at 656 Broadway. This brochure is also available at the Seaside Library. The brochure and others are available on the US EPA website <https://www.epa.gov/lead/documents-and-outreach-materials>.

The City encourages contractors for CDBG project to use Section 3 contractors and/or employees. All subrecipients undertaking construction projects are encouraged to specifically invite Disadvantaged Business Enterprises (including women-owned) to bid.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

During the program year, the City worked with the following organizations that focus on increasing self-sufficiency among lower-income populations:

- 87 LMI girls (aged 9-18) received self-confidence and self-esteem improvement coaching through the Girls, Inc. of the Central Coast at the following schools: Seaside Middle School, Ord Terrace Elementary School, and Martin Luther King Jr School of Arts.
- 78 LMI students received after school tutoring and meals through the Greater Victory Temple.
- 175 LMI seniors received free legal services through the Legal Services for Seniors.

- 185 LMI homebound elderly (over 75 years old) persons received 3 meals a day through the Meals on Wheels of the Monterey Peninsula.
- 56 LMI persons received fair housing and tenant-landlord services through the Eden Council for Hope and Opportunity (ECHO). ECHO also completed systemic audit of 5 sites.
- 23 LMI unique single women received shelter and 3 meals a day at Casa de Noche Buena through Gathering for Women – Monterey.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

City staff works throughout the year to increase institutional structure, both within the City and throughout our partner agencies. This is accomplished through providing technical assistance on federal grant management requirements, such as growing their knowledge of Davis-Bacon requirements, financial management and other grant management procedures. Staff maintains contact with partner agencies throughout the year, offering referrals for funding and training opportunities where appropriate. All policies and procedures related to internal grant management procedures are reviewed and updated when areas of opportunity for efficiency and collaboration are identified.

The City continues to participate with other local jurisdictions in sharing information and resources regarding CDBG and other housing programs. In PY2023, the City collaborated with multiple public service organizations to identify and address the needs and concerns of City residents.

During PY2023, the City's Community Development Advisory Committee (CDAC) held several meetings concerning the CDBG program. CDAC provides advice and recommendations to the City Council on all policy issues relating to the Consolidated Plan, the Annual Action Plan, the CDBG Program. CDAC also plays an integral role in the continuous monitoring and oversight on the use of CDBG funds.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City benefits from a strong jurisdiction and region-wide network of housing and community development partners, such as Coalition of Homeless Services Providers (CHSP) which is the lead agency and collaborative applicant for CA-506 Monterey/San Benito Counties Continuum of Care (CoC). To improve intergovernmental and private sector cooperation, the City participated with other local jurisdictions and developers in sharing information and resources.

The City is exploring options to produce affordable housing through activities that provide rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units. This includes housing for homeless, non-homeless, and special needs households. The Finance Department coordinates loan monitoring of the recipients of CDBG home improvement loans issued in previous years. These loans were monitored for compliance in the program (residency, insurance, etc).

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

A regional Analysis of Impediments (AI) to Fair Housing Choice was completed in 2019. The AI recommended policies and actions to respond to the fair housing impediments identified in the document. The document states that the primary impediments to fair housing choice are access to affordable housing and knowledge of fair housing services. The City has implemented the following in response to the impediments identified in the AI:

- City staff continues to contract with a fair housing provider to conduct outreach and education regarding fair housing for home seekers, landlords, property manager, real estate agents, and lenders. In PY 2023, the City supported the Eden Council for Hope and Opportunity (ECHO) through CDBG funding. ECHO provides fair housing, tenant and landlord counseling, dispute resolution services, and rental mediation activities.
- The City displays fair housing materials at City Hall, and copies of these materials are free to the public. Fair housing information is sent free of charge to those who request it. In addition, the City promotes fair housing awareness in its housing programs and works with housing providers in the city to ensure the fair and equitable treatment of persons and households seeking housing in Seaside.
- The City will periodically review the Zoning Ordinance to ensure regulations are consistent with fair housing laws and do not constrain housing production. If particular zoning requirements impede fair housing or production, the City will amend the regulations.
- The City will continue to support the Housing Authority of Monterey County to ensure adequate outreach to minority, limited English proficiency, and special needs populations regarding the availability of public housing and Section 8 vouchers.
- The City will continue to plan for higher residential and employment densities where appropriate to maximize linkages between employers and affordable housing.
- The City will continue to work with local transit agencies to facilitate safe and efficient routes for the various forms of public transit.

The City has always been concerned about poverty and has recognized the need of its citizens to live in safe and sanitary housing in decent neighborhoods. The City's first three redevelopment projects, Noche Buena, Del Monte Heights, and Hannon redevelopment projects, were exclusively residential projects providing decent housing in an urban environment.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City follows monitoring procedures for subrecipients, which includes in-house review of quarterly progress reports and expenditures, and an annual desk or on-site visit to ensure compliance with federal regulations. The monitoring system encourages uniform reporting to achieve consistent information on beneficiaries. Technical assistance is provided throughout the program year on an as-needed basis.

Additionally, the City follows HUD-approved procurement guidelines and tracks both Section 3 and MBE/WBE participation in all federally funded public contracts. The City also regularly contracts with minority business owners for its small home repair grants program. The City also participates in regional planning efforts, including the regional Assessment of Fair Housing in partnership with the other jurisdictions of Monterey County.

In PY2023, City staff met with the subrecipient staff responsible for each activity prior to the beginning of the program year. All subrecipients were informed of the obligations to collect the required information on income, household composition, and race and ethnicity. The City also provided information on subrecipient agreement policies, data collection, and financial management. The City recommended that each subrecipient and the facilities project sponsors read the “Playing by the Rules” guide produced by HUD. Staff provided guidance and assistance to public service providers in the form of improving the collection of data on persons served and documenting services provided. Staff has implemented tracking of grant budgets and expenditures within City accounting systems that mirror IDIS and are regularly reconciled to IDIS.

During PY2023, staff examined each subrecipient’s quarterly progress toward performance targets. Public services subrecipients are set up in the reporting software to report their service population quarterly. Each subrecipient agreement contains provisions for reductions to or suspensions of payments in the event that targets are not being met (without valid reason) or when past performance issues have not been resolved. The City has placed emphasis on its subrecipients gathering complete and accurate information on the persons and/or households they serve, and regularly reporting on progress.

The City also conducted remote subrecipient monitoring for Fiscal Years 2022-2023. The subrecipient monitoring process began in March 2024 and concluded in June 2024. At the conclusion of the subrecipient monitoring, the City did not identify any findings or significant concerns.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The 2023 CAPER was made available for public review and comment for at least a 15-day period, from August 26, 2024, through September 9, 2024. It was posted on the City website at www.ci.seaside.ca.us/CDBG and available at the following locations:

- Seaside City Hall located at 440 Harcourt Ave, Seaside, CA 93955
- Seaside Public Library located at 550 Harcourt Ave, Seaside, CA 93955
- Seaside Fire Station located at 1635 Broadway Ave, Seaside, CA 93955
- Oldemeyer Community Center located 986 Hilby Ave, Seaside, CA 93955

A notice (in English and Spanish) was published in the Monterey County Weekly. The public contact and nonprofit agencies email lists created during the development of the Consolidated Plan were notified of the publication of the Draft CAPER.

On September 5, 2024, the Seaside City Council held a public hearing on the CAPER and to receive any additional public comment. Public Comment at the City Council Meeting consisted of the following comments: **TBD**

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

PY2023 was one of new insights, significant adjustments, skill building, and organizational improvements for the City and its subrecipients. The City and its subrecipients continued to serve Seaside residents through innovative programming and activities.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Not applicable.

RESOLUTION NO. 24-
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING THE FY2023-2024 CONSOLIDATED ANNUAL
PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, the City of Seaside ("City") participates in the Department of Housing and Urban Development's ("HUD") Community Development Block Grant ("CDBG") Program; and

WHEREAS, the City received CDBG funds in FY2023/2024; and

WHEREAS, HUD requires the City to prepare and submit a Consolidated Annual Performance and Evaluation Report ("CAPER") for the CDBG program within 90 days of the close of the fiscal year; and

WHEREAS, the City of Seaside, as required by HUD, duly published notice of, and conducted a public hearing to obtain the views of citizens on the FY2023/2024 CAPER; and

WHEREAS, on September 5, 2024, the City Council of the City of Seaside reviewed the FY2023/2024 CAPER and approved the report, including any comments.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Seaside that the FY2023/2024 CAPER, is hereby approved, and that the City Manager or designee is hereby authorized and directed to submit the FY2023/2024 CAPER to HUD as required.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 5th day of September 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ian N. Oglesby, Mayor

ATTEST:

Dominique Davis, City Clerk



CITY OF SEASIDE STAFF REPORT

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Sheri Damon, City Attorney

DATE: September 5, 2024

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING AN EXCHANGE OF LAND
BETWEEN ENCLAVE PHASE 4 AND THE BLACKHORSE AND
BAYONET GOLF COURSE AND IMPLEMENTING ACTIONS**

RECOMMENDATION

Adopt a resolution authorizing an exchange of land between the Enclave Phase 4 parcels and the Blackhorse and Bayonet Golf Course authorize the City Manager to execute deeds, accept the transferred property and approve the lot line adjustments to reflect the changes.

BACKGROUND

The fourth and final neighborhood in the Enclave at Cypress Grove is situated in the northeastern portion of the Bayonet and Black Horse golf courses in substantially the same location as contemplated in the Vesting Tentative Map (VTM). This subdivision will contain the final 30 residential lots at the Enclave of Cypress Grove (VTM lots 66-95), which are identified as "Phase 4" by Shea Homes Limited Partnership. Phase 4 will be accessed from a new private street (Bay View Drive) on the west side of General Jim Moore Boulevard, just north of the Golf Course and hotel entrance at McClure Way. The lots are surrounded by the Bayonet GC holes 10, 11, 12, and 13, and Black Horse GC holes 4 and 5.

Prior to filing a final map for Enclave Phase 4, Shea Homes, L.P. would like to perfect several lot line adjustments between the Phase 4 and the surrounding golf course properties in an effort to accommodate site topographic features and improve both the residential neighborhood and the golfing experience. These adjustments will also provide the opportunity to save majestic oak trees near the Black Horse No. 5 tee box and along the DoD property line immediately east of the residential lots 66-69 and west

of General Jim Moore Boulevard.

Two (2) parcels, with a cumulative area of 19,592 sf (0.450 AC), adjacent to the exterior of the subdivision and adjacent to the City's Golf Course property, that due to topographic features, are not suitable for ownership by the homeowners' association, are being offered for dedication to the City of Seaside and in exchange, for six (6) minor sliver parcels, an area of 17,178 sf (0.394 AC), that will be conveyed by the City of Seaside to Shea Homes L.P. prior to filing the subdivision map. Overall, the property exchange is beneficial to enhancing the City's golf course, operations, and open space with a net increase in area to the golf course property. The new exterior boundaries of the future Phase 4 Final Map will reflect these property exchanges.

All of the parcels being exchanged are shown on the Map attached as Exhibit A to the Resolution and on the package of legal descriptions attached to this staff report. The Parcels from the Enclave Phase 4 to the City's Blackhorse and Bayonet golf course are identified as Areas 1 and 2 and total 19,294 and 298 square feet respectively. These parcels will enhance the City's open space, recreation and golf course experience. The parcels that the City will be exchanging for Areas 1 and 2 are identified as Areas A through F and total 956, 1037, 1278, 465, 777 and 12,665 square feet, respectively.

Each of Areas A-F are contiguous to the golf course and cumulatively less than 1/2 acre. Additionally, approximately 4446 square feet of Area F is already an access easement which will be conveyed to the adjacent owner. The access easement will no longer be necessary. Areas A-F qualify as exempt surplus land under the Surplus Lands Act, Gov. Code 54221(f)(1)(B) and (F).

Staff has reviewed the proposed lot line adjustments for conformance to the Project Conditions, EIR mitigation monitoring requirements, Tentative Map, previous Final and Parcel Maps, and the Seaside Municipal Code and has found they are substantially consistent with and satisfy applicable requirements.

An easement agreement for City of Seaside to have easements over the Shea Homes L.P. Phase 4 property was executed in 2022. Some of the easements will not be needed any longer because portions of the easements are within the parcels being transferred with the Lot Line Adjustment.

ENVIRONMENTAL CONSIDERATIONS

Staff found that the Lot Line Adjustment with Phase 4 of the Enclave Project is in substantial conformance with the intent and spirit of the project conditions. Applicable project conditions will be satisfied prior to the recordation of the Phase 4 Final Map.

FISCAL IMPACT

Consistent with the project conditions, the Developer was required to pay fair share fees to offset impacts associated with the Development. Fair share fees include Park, Fire, Police, Emergency Vehicle Access, and Gateway Improvements. The fees associated with development of the 30 residential lots included with Phase 4 total \$172,796.40 and will be paid to the City prior to recordation of the Phase 4 Final Map. Net benefit to the Golf Course property.

ATTACHMENTS

1. Resolution Exchange and LLA
2. Exhibit A to Resolution Map-Exchange Phase 4
3. _1057 Legal Plat-Ph4 Golf Dedication-2024-0828
4. _1057 Legal Plat-Ph4 Acquisitions 2024-0828

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager

RESOLUTION NO. 24-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING THE EXCHANGE OF PROPERTY BETWEEN SHEA HOMES LP, ENCLAVE PHASE 4 PARCELS AND THE BLACK HORSE AND BAYONET GOLF COURSE, MAKING SURPLUS LANDS ACT FINDINGS, AUTHORIZING THE CITY MANAGER TO EXECUTE DEED AND TO ACCEPT TRANSFERRED PROPERTY AND APPROVING THE LOT LINE ADJUSTMENT

Recitals of Facts:

- A. WHEREAS, on July 7, 2005, the City Council approved an application by Seaside Resort Development, LLC for Vesting Tentative Map No. TM-01-03 for the subdivision of approximately 84.88 acres of land which is a part of a larger approximate 380-acre parcel of land on which the Bayonet and Black Horse golf courses are located, which parcel is also known as Assessor's Parcel Number 031-051-059; and
- B. WHEREAS, on July 7, 2005, the City Council adopted Resolution No. 05-43 certifying an environmental impact report for the Seaside Resort Estates Development Project; and
- C. WHEREAS, on March 15, 2007, the City Council adopted Resolution No. 07-10 approving Phase 1 Final Map, a Subdivision Improvement Agreement and Covenants, Conditions & Restrictions (CC&Rs) for the Seaside Resorts Estates Project; and
- D. WHEREAS, Shea Homes Limited Partnership has acquired interest in phases 1, 2, 3 and 4 of the single family residential component of the Seaside Resort Estates Development (the Development); and
- E. WHEREAS, Shea Homes L.P. has requested an lot line adjustment to Phase 4 parcels and adjacent to the City of Seaside-owned golf course that due to topographic features, are not suitable for ownership by the homeowners' association, for dedication to the City of Seaside; and
- F. WHEREAS, Shea Homes LP will transfer to the City of Seaside two (2) parcels of land with a cumulative area of 19,592 square feet (.450 acres), adjacent to the exterior of the subdivision and adjacent to the City owned property; and
- G. WHEREAS Shea Homes L.P. has requested the City of Seaside convey six (6) minor parcels, cumulatively totaling an area of 17,178 SF (.394 acres), to Shea Homes L.P. prior to filing Final Map for Phase 4 will reflect these additional areas; and
- H. WHEREAS, these exchanges are shown generally on Exhibit A, identified as Areas A through F for transfers from the City to the Enclave and Areas 1 and 2 for transfers from the Enclave to the City, attached hereto and incorporated herein by reference; and

- I. WHEREAS, Exhibit A identifies the transfers from the Enclave Phase 4 to the City as Area 1 totaling 19,294 square feet and Area 2 totaling 298 square feet. Areas 1 and 2 are adjacent to the City's golf course and will become a part of the golf course being used for Open Space purposes, public recreation and enjoyment of scenic beauty of the area; and
- J. WHEREAS, Exhibit A identifies the transfers from the City to the Enclave Phase 4 as Area A, totaling 956 square feet, Area B totaling 1037 square feet, Area C totaling approximately 1278 square feet Area D totaling 465 square feet area E totaling 777 square feet and Area F totally 12,665 square feet. Each of these areas is contiguous as between the Shea Homes LP and the City's golf course; and
- K. WHEREAS, an easement agreement for City of Seaside to have easements over the Shea Homes L.P. Phase 4 property was executed in 2022, and some of the easements will not be needed any longer because of parcel transfers; and
- L. WHEREAS, the resultant lot line adjustment is in compliance with Government Code section 66412 and is in conformance with the local general plan, the existing development plans for the Seaside Resort Estates Development, zoning and applicable other building ordinances; and
- M. WHEREAS, Steven C. Wilson, a Professional Engineer and Professional Land Surveyor with Monterey Bay Engineers is currently providing surveying services under contract with the City and is qualified to execute the certificate required by Section 66450.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEASIDE, CALIFORNIA, AS FOLLOWS:

- 1. The City Council does hereby find that the above recitals are accurate and are hereby incorporated in and made part of this Resolution by this reference.
- 2. The City Council makes the following findings pursuant to the requirements of the California Environmental Quality Act:

A. Pursuant to the California Environmental Quality Act ("CEQA") and the Agency's local CEQA Guidelines, the City certified an Environmental Impact Report (EIR) on July 7, 2005 in connection with the City's approval of the Seaside Resort Project entitlements and the Agency Board approved the same EIR in connection with the Agency's actions to implement that project. Pursuant to CEQA Guidelines Section 15162, no subsequent or supplemental EIR or Negative Declaration is required in connection with subsequent discretionary approvals of the same project unless: (i) substantial changes are proposed to the project that indicate new or more severe impacts on the environment; (ii) substantial changes have occurred in the circumstances under which the project was previously reviewed that indicates new or more severe environmental impacts; or (iii) new important information shows the project will have new or more severe impacts than previously considered; or (iv) additional mitigation measures are now feasible to reduce impacts or different mitigation measures can be imposed to substantially reduce impacts.

B. The City Council finds, in connection with the lot line adjustment that its approval is a ministerial action consistent with the project that was reviewed and approved pursuant to the Seaside Resort Project EIR. The City Council further finds that actions contemplated by this Resolution will not have one or more significant effects not discussed in the previously certified EIR, not have more severe effects than previously analyzed, and that additional or different mitigation measures are not required to reduce the impacts of the project to a level of less than significant.

C. Based on these findings and all evidence in the record, the City Council determines that no additional environmental review is required pursuant to CEQA in connection with the City's consideration of the property exchange and concomitant lot line adjustments.

3. The City Council hereby finds that the property outlined in Recital J is exempt surplus land. The City Council further finds that exchange of properties outlined in Recitals J and K above meet the Surplus Land Act exemption requirements of both small lot area transfers (Gov. Code §54221(f)(1)(B) and Gov. Code 54221(f)(1)(E)) and the property received is beneficial and necessary for the long term recreational golf-course needs of the City ((Gov. Code §54221(f)(1)(C)) and are therefore exempt from the provisions of the Surplus Lands Act.

4. The City Council of the City of Seaside approves conveying Areas A through F with a cumulative area total of 17,178 SF, to the contiguous land owner, Shea Homes L.P. prior to filing the final map for Phase 4, and authorizes the City Manager to execute the associated Deeds and to approve attendant lot line adjustments reflecting the changes.

5. The City Council hereby authorizes the City Manager to accept Areas 1 and 2 totaling 19,592 SF from Shea Homes L.P. to the City of Seaside representing the exchange of property that enhances the City's open space and recreation and directs the City Manager to amend the golf course property description accordingly.

6. The City further finds that in accordance with Gov. Code §54221(f)(2) the exempt surplus land in question is not within the coastal zone or within the Lake Tahoe Region as defined in Section 66905.5, adjacent to a historical unit of the State Parks System and is not listed on or determined to be eligible for the National Register of Historic Places.

7. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California on the ____th day of September, 2024.

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

APPROVED:

Ian N. Oglesby, Mayor

ATTEST:

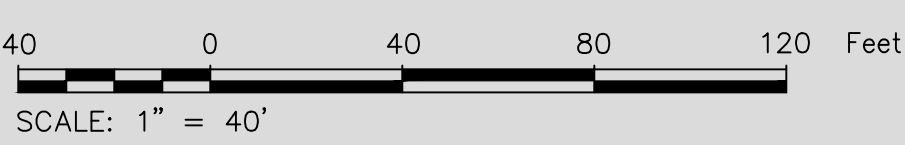
Dominique L. Davis, City Clerk

APPROVED AS TO FORM:

Sheri L. Damon, City Attorney



PROPERTY LINE ADJUSTMENT EXHIBIT
THE ENCLAVE - PHASE 4
SEASIDE, CALIFORNIA



June 21, 2024
Project No.:1057.28

Whitson
ENGINEERS

Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

Sheet 1 of 2

LEGAL DESCRIPTION
PORTIONS OF RESIDENTIAL PARCEL 1 AND RESIDENTIAL PARCEL 2a,
DOC. 2023022034
(ENCLAVE PHASE 4 GOLF DEDICATIONS)

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of "Residential Parcel 1" and a portion of "Residential Parcel 2a" as said parcels are described in the grant deed to Shea Homes Limited Partnership recorded July 20, 2023 as document no. 2023022034, Official Records of said County, described as follows:

AREA 1

BEGINNING at a point on the common boundary of said "Residential Parcel 1" and Parcel C ("Fort Ord Golf Courses") as shown on the map filed for record September 15, 2021 in Volume 24 of Parcel Maps at Page 10 in the Office of the County Recorder of said County, said point of beginning being the southwesterly terminus of course #7 (described as "North 66°35'00" East, 275.00 feet") of said "Residential Parcel 1" as described in said grant deed, thence along said boundary the following four (4) courses and distances

- 1) North 66°35'00" East, 275.00 feet; thence
- 2) Northeasterly 243.95 feet along the arc of a tangent curve to the left having a radius of 1,000.00 feet, through a central angle of 13°58'39"; thence
- 3) Easterly 39.29 feet along a reverse curve to the right having a radius of 50.00 feet, through a central angle of 45°01'23"; thence
- 4) Southeasterly 173.32 feet along the arc of a compound curve to the right having a radius of 145.00 feet through a central angle of 68°29'09"; thence departing said boundary and running across said "Residential Parcel 1"
- 5) North 36°31'43" West, 48.38 feet; thence
- 6) Westerly 117.02 feet along the arc of a tangent curve to the left having a radius of 95.00 feet, through a central angle of 70°34'33"; thence tangentially
- 7) South 72°53'44" West, 23.86 feet; thence
- 8) South 62°37'11" West, 105.28 feet; thence
- 9) South 68°01'25" West, 114.47 feet; thence
- 10) South 54°27'28" West, 110.63 feet; thence
- 11) South 45°44'29" West, 73.64 feet; thence
- 12) South 77°14'56" West, 79.07 feet; thence
- 13) South 76°17'24" West, 129.37 feet to a point along course #6 of on the boundary of said "Residential Parcel 1"; thence along said course #6
Northeasterly 98.34 feet along the arc of a non-tangent curve to the right having a radius of 250.00 feet (a radial bearing to the center point of said curve

bears South 45°57'12" East), through a central angle of 22°32'12" to the POINT OF BEGINNING.

Area 1 containing 19,294 square feet, more or less.

AREA 2

Beginning at a point on the common boundary of the aforesaid "Residential Parcel 2a" and aforesaid Parcel C ("Fort Ord Golf Courses"), said point of beginning being the northerly terminus of course #9 (described in said deed as a curve having a radius of 45.00 feet, an arc length of 61.59 feet and a delta of 78°25'00") of said "Residential Parcel 2a"; thence running across said "Residential Parcel 2a"

South 10°20'01" West, 27.82 feet; thence

- 1) South 10°20'01" West, 27.82 feet; thence
- 2) South 03°11'36" East, 29.47 feet to the southerly terminus of said course #9; thence along said course #9
- 3) Northerly 61.59 feet along the arc of a non-tangent curve to the right having a radius of 45.00 feet (a radial bearing to the center point of said curve bears North 54°10'00" East), through a central angle of 78°25'00" to the POINT OF BEGINNING.

Area 2 containing 298 square feet, more or less.

Areas 1 and 2 containing a total of 19,592 square feet or 0.450 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

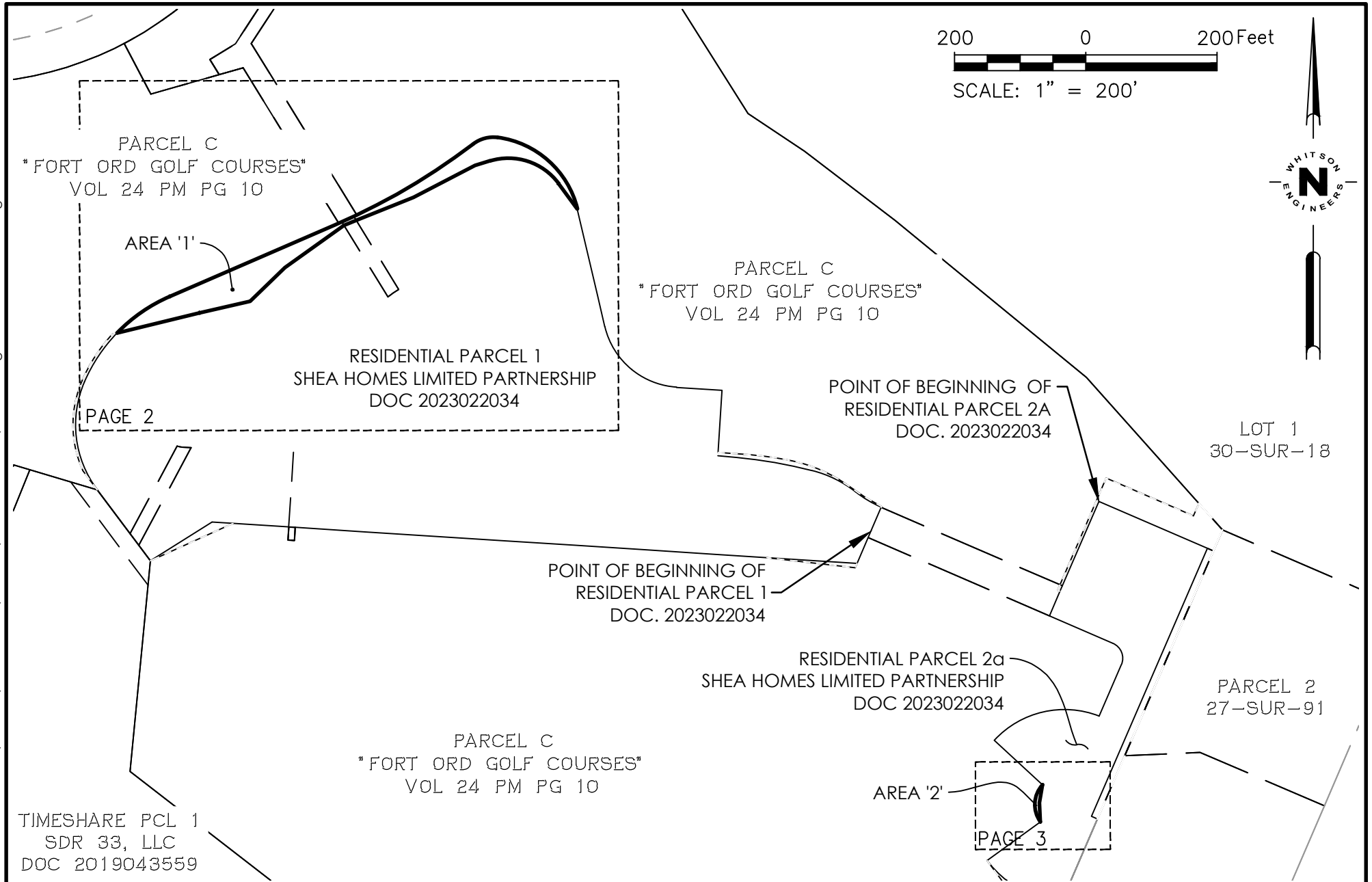
PREPARED BY:
WHITSON ENGINEERS

RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 1057.28

8/28/24
DATE



T:\Monterey Projects\1057 - Seaside Resort\SURVEY\LEGAL DESC\Phase 4\Golf Dedication\Phase 4 Legal-Plat-Dedication.dwg



**PLAT TO ACCOMPANY DESCRIPTION
OF PORTIONS OF PARCEL 1 & 2a TO BE TRANSFERRED
INDEX MAP**

SEASIDE, CALIFORNIA

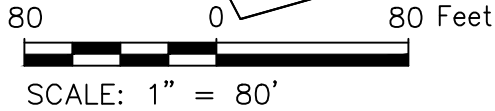
AUGUST 28, 2024

PAGE 1 OF 3



Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

T:\Monterey Projects\1057 - Seaside Resort\SURVEY\LEGAL_DESC\Phase 4\Golf Dedication\Phase 4 Legal-Plat-Dedication.dwg



PARCEL C
"FORT ORD GOLF COURSES"
VOL 24 PM PG 10

PARCEL C
"FORT ORD GOLF COURSES"
VOL 24 PM PG 10

P.O.B - AREA '1':
SOUTHWESTERLY TERMINUS OF
COURSE #7 OF RESIDENTIAL
PARCEL 1, DOC. 2023022034

DESCRIBED AREA '1':
±19,294 SF

RESIDENTIAL PARCEL 1
SHEA HOMES LIMITED PARTNERSHIP
DOC 2023022034

POR. OF PARCEL C, 24-PM-10 TO
BE TRANSFERRED TO SHEA HOMES
BY SEPARATE INSTRUMENT

**PLAT TO ACCOMPANY DESCRIPTION
OF A PORTION OF RESIDENTIAL PARCEL 1, DOC 2023022034 TO BE TRANSFERRED
AREA 1**

SEASIDE, CALIFORNIA

AUGUST 28, 2024

PAGE 2 OF 3

PROJECT No.: 1057.28



Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

20 0 20 Feet
SCALE: 1" = 20'

DESCRIBED AREA '2':
±298 SF

PARCEL C
"FORT ORD GOLF COURSES"
VOL 24 PM PG 10

P.O.B - AREA '2':
NORTHERLY TERMINUS OF
COURSE #9 OF RESIDENTIAL
PARCEL 2a, DOC. 2023022034

POR. OF PARCEL C, 24-PM-10 TO
BE TRANSFERRED TO SHEA HOMES
BY SEPARATE INSTRUMENT

RESIDENTIAL PARCEL 2a
SHEA HOMES LIMITED PARTNERSHIP
DOC 2023022034

27.82'
M_{10.02.01S}
S31°1'36"E 29.47'
R=45.00' L=61.59'
L=78°25'00" R=45.00'
S54°10'00"W
(RADIAL)



PLAT TO ACCOMPANY DESCRIPTION OF A PORTION OF RESIDENTIAL PARCEL 2a, DOC 2023022034 TO BE TRANSFERRED AREA 2

SEASIDE, CALIFORNIA

AUGUST 28, 2024

PAGE 3 OF 3



Civil Engineering
Land Surveying
6 Harris Court
Monterey, California
831.649.5225
whitsonengineers.com

LEGAL DESCRIPTION
PORTIONS OF PARCEL C, VOL. 24 PAR. PG. 10
(ENCLAVE PHASE 4 ACQUISITIONS)

Certain real property situate in the City of Seaside, County of Monterey, State of California, being six separate portions of that certain parcel of land designated Parcel C ("Fort Ord Golf Courses") as shown on the map filed for record September 15, 2021 in Volume 24 of Parcel Maps at Page 10 in the Office of the County Recorder of said County, each portion adjoining the boundaries of the property transferred to Shea Homes Limited Partnership by grant deed recorded July 20, 2023 as document no. 2023022034, Official Records of Said County, described as follows:

AREA A

BEGINNING at the northwesterly terminus of course #4 (described as "North 36°50'30" West, 135.13 feet") of "Residential Parcel 1" as described in said grant deed, thence along the northwesterly prolongation of said course #4

- 1) North 36°50'30" West, 36.55 feet to a point on a curve that is parallel and distant 4.00 feet westerly from course #5 along the westerly boundary of said "Residential Parcel 1"; thence running parallel with said westerly boundary the following two (2) courses and distances
- 2) Northerly 140.75 feet along the arc of a non-tangent curve to the right having a radius of 169.00 feet (a radial bearing to the center point of said curve bears North 65°38'56" East), through a central angle of 47°43'05"; thence
- 3) Northeasterly 85.45 feet along the arc of a compound curve to the right having a radius of 254.00 feet through a central angle of 19°16'35"; thence departing said parallel line
- 4) North 76°17'24" East, 7.35 feet to a point along course #6 on said westerly boundary of "Residential Parcel 1"; thence along said course #6
- 5) Southwesterly 90.23 feet along the arc of a non-tangent curve to the left having a radius of 250.00 feet (a radial bearing to the center point of said curve bears South 45°57'12" East), through a central angle of 20°40'47"; thence along said course #5
- 6) Southerly 173.39 feet along the arc of a compound curve to the left having a radius of 165.00 feet through a central angle of 60°12'31" to the POINT OF BEGINNING.

Area A containing 956 square feet, more or less.

AREA B

BEGINNING at the westerly terminus of course #2 (described as "North 86°20'00" West, 984.60 feet") along the southerly boundary of "Residential Parcel 1" as described in said grant deed, thence along said course #2

- 1) South 86°20'00" East, 31.96 feet; thence departing said boundary

- 2) South 65°40'32" West, 138.31 feet to the southwesterly terminus of course #3 of said boundary; thence along said course #3
- 3) North 57°55'00" East, 111.11 feet to the POINT OF BEGINNING.

Area B containing 1,037 square feet, more or less.

AREA C

BEGINNING at the southeasterly terminus of course #17 along the northerly boundary of "Residential Parcel 1" as described in said grant deed, thence running along said boundary the following three (3) courses and distances

- 1) Westerly along said course #17, 45.89 feet along the arc of a curve to the right having a radius of 175.00 feet (a radial bearing to the center point of said curve bears North 23°23'00" East), through a central angle of 15°01'29"; thence along course #16 along said boundary
- 2) Northwesterly 74.03 feet along a reverse curve to the left having a radius of 175.00 feet, through a central angle of 24°14'16"; thence along course # 15 along said boundary
- 3) Westerly 145.74 feet along the arc of a compound curve to the left having a radius of 794.99 feet through a central angle of 10°30'14"; thence non-tangentially along course #14 along said boundary
- 4) North 03°40'00" East, 5.00 feet, thence departing said boundary
- 5) South 86°20'00" East, 38.66 feet; thence
- 6) Easterly 74.74 feet along the arc of a tangent curve to the right having a radius of 525.00 feet, through a central angle of 08°09'25"; thence
- 7) Southeasterly 95.22 feet along the arc of a compound curve to the right having a radius of 225.00 feet through a central angle of 24°14'52"; thence
- 8) Southeasterly 59.27 feet along a reverse curve to the left having a radius of 425.00 feet, through a central angle of 07°59'27" to a point on the northeasterly prolongation of course #18 on the easterly boundary of said parcel; thence non-tangentially along said prolongation
- 9) South 23°23'00" West, 1.35 feet to the POINT OF BEGINNING.

Area C containing 1,278 square feet, more or less.

AREA D

BEGINNING at the southwesterly terminus of course #1 (described as "South 23°23'00" West, 42.93 feet") along the southeasterly boundary of "Residential Parcel 1" as described in said grant deed, thence along the southerly prolongation of said course #1

- 1) South 23°23'00" West, 7.17 feet; thence

- 2) North 83°28'38" West, 135.50 feet to a point along course #2 along the southerly boundary of said "Residential Parcel 1"; thence along said course #2
- 3) South 86°20'00" East, 137.76 feet to the POINT OF BEGINNING.

Area D containing 465 square feet, more or less.

AREA E

BEGINNING at the southeasterly terminus of course #6 (described as "North 66°37'16" West, 55.00 feet") along the southerly boundary of "Residential Parcel 2a" as described in said grant deed, thence along said course #6 and running along boundary the following two (2) courses and distances

- 1) North 66°37'16" West, 55.00 feet; thence along course #7 along said boundary
- 2) Northwesterly 77.92 feet along the arc of a tangent curve to the right having a radius of 145.00 feet, through a central angle of 30°47'16"; thence departing said boundary
- 3) South 35°50'00" East, 66.16 feet; thence
- 4) South 77°07'54" East, 73.62 feet to the POINT OF BEGINNING.

Area E containing 777 square feet, more or less.

AREA F

BEGINNING at the point of beginning of "Residential Parcel 2a" as described in said grant deed, being also the northwesterly terminus of course #1 along the boundary of said parcel as described in said grant deed, thence along course #1 and running along said boundary the following four (4) courses and distances

- 1) South 66°37'00" East, 179.98 feet; thence along course #2 of said boundary
- 2) South 23°23'00 West, 229.06 feet; thence along course #3 of said boundary
- 3) South 23°22'38 West, 215.94 feet; thence along course #4 of said boundary
- 4) South 66°37'16" East, 10.00 feet to the northwesterly boundary of Parcel 2 as shown on the map filed for record in Volume 27 of Surveys at Page 91 in the office of the County Recorded of said County; thence departing the boundary of said "Residential Parcel 2a" and running along the boundary of said Parcel 2 the following two (2) courses and distances
- 5) North 23°22'44" East, 479.92 feet to an angle point in the boundary of said Parcel 2; thence
- 6) North 41°44'54" West, 53.97 feet; thence departing the boundary of said Parcel 2
- 7) South 23°23'00" West, 20.70 feet; thence
- 8) North 66°37'00" West, 145.00 feet; thence
- 9) South 23°23'00" West, 186.00 feet; thence

10) South 66°37'00" East, 4.00 feet to a point along course #15 along the aforesaid boundary of "Residential Parcel 2a"; thence along said course #15

11) North 23°23'00" East, 149.08 feet to the POINT OF BEGINNING

Area F containing 12,665 square feet, more or less.

Areas A through F containing a total of 17,178 square feet or 0.394 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER, LS
L.S. No. 8002
Job No.: 1057.28

8/28/24
DATE



250 0 250 Feet

SCALE: 1" = 250'

LEGEND



COURSE NUMBERS PER DESCRIPTION
OF "RESIDENTIAL PARCEL 1",
DOC. 2023022034



COURSE NUMBERS PER DESCRIPTION
OF "RESIDENTIAL PARCEL 2A",
DOC. 2023022034



PARCEL C
"FORT ORD GOLF
COURSES"
VOL 24 PM PG 10

PARCEL C
"FORT ORD GOLF
COURSES"
VOL 24 PM PG 10

AREA 'A'

RESIDENTIAL PARCEL 1
SHEA HOMES LIMITED PARTNERSHIP
DOC 2023022034

POINT OF BEGINNING OF
RESIDENTIAL PARCEL 1
DOC. 2023022034

POINT OF BEGINNING OF
RESIDENTIAL PARCEL 2A
DOC. 2023022034

PAGE 3

AREA 'C'

AREA 'F'

PAGE 2

AREA 'B'

AREA 'D'

RESIDENTIAL PARCEL 2a
SHEA HOMES LIMITED PARTNERSHIP
DOC 2023022034

TIMESHARE PCL 1
SDR 33, LLC
DOC 2019043559

PARCEL C
"FORT ORD GOLF
COURSES"
VOL 24 PM PG 10

AREA 'E'

PAGE 4

PAGE 5

PARCEL 2
27-SUR-91

PLAT TO ACCOMPANY DESCRIPTION PORTIONS OF PARCEL C, 24-PM-10 TO BE TRANSFERRED

INDEX MAP

SEASIDE, CALIFORNIA

AUGUST 2024

PAGE 1 OF 5

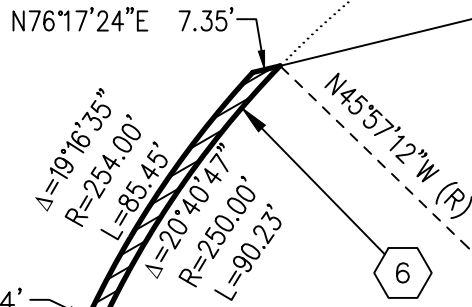


Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

PARCEL C
"FORT ORD GOLF COURSES"
VOL 24 PM PG 10

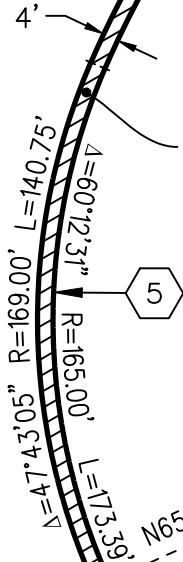
50 0 50 Feet

SCALE: 1" = 50'



DESCRIBED AREA 'A':
±956 SF

RESIDENTIAL PARCEL 1
SHEA HOMES LIMITED PARTNERSHIP
DOC 2023022034



N36°50'30"W
36.55'

P.O.B. — AREA 'A'
NW'LY TERMINUS
OF COURSE #4 OF
RESIDENTIAL PARCEL 1
DOC. 2023022034

TIMESHARE PARCEL 1
SDR 33, LLC
DOC 2019043559

EXISTING DRAINAGE EASEMENT

EXISTING EASEMENT

P.O.B. — AREA 'B'
WESTERLY TERMINUS OF
COURSE #2 OF
RESIDENTIAL PARCEL 1,
DOC. 2023022034

3

2

S86°20'00"E
31.96'

DESCRIBED AREA 'B':
±1,037 SF

PARCEL C
"FORT ORD GOLF COURSES"
VOL 24 PM PG 10

PLAT TO ACCOMPANY DESCRIPTION PORTIONS OF PARCEL C, 24-PM-10 TO BE TRANSFERRED AREA A & AREA B

SEASIDE, CALIFORNIA

AUGUST 2024

PAGE 2 OF 5



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

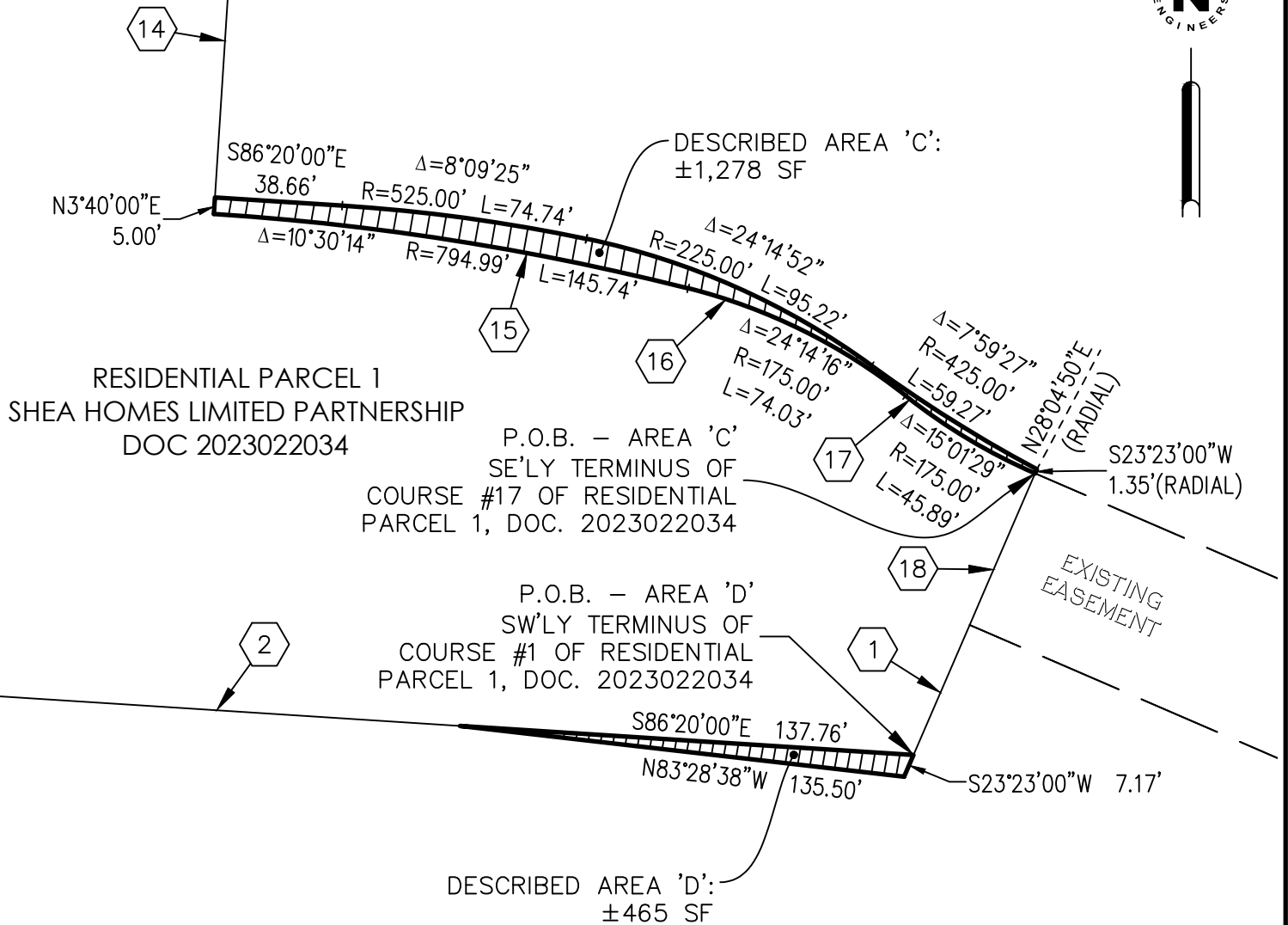
40 0 40 Feet



SCALE: 1" = 40'



PARCEL C
"FORT ORD GOLF COURSES"
VOL 24 PM PG 10



**PLAT TO ACCOMPANY DESCRIPTION
PORTIONS OF PARCEL C, 24-PM-10
TO BE TRANSFERRED
AREA C & AREA D**

SEASIDE, CALIFORNIA

AUGUST 2024

PAGE 3 OF 5



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

30 0 30 Feet



SCALE: 1" = 30'



RESIDENTIAL PARCEL 2a
SHEA HOMES LIMITED PARTNERSHIP
DOC 2023022034

8

5

7

6

PARCEL C
"FORT ORD GOLF COURSES"
VOL 24 PM PG 10

PARCEL 2
27-SUR-91

DESCRIBED AREA 'E':
±777 SF

P.O.B. — AREA 'E'
SE'LY TERMINUS OF
COURSE #6 OF RESIDENTIAL
PARCEL 2A, DOC. 2023022034

$\Delta=30^{\circ}47'16''$
 $R=145.00'$
 $L=77.92'$
S35°50'00"E 66.16'
N66°37'16"W 55.00'
S77°07'54"E 73.62'

**PLAT TO ACCOMPANY DESCRIPTION
PORTIONS OF PARCEL C, 24-PM-10
TO BE TRANSFERRED
AREA E**

SEASIDE, CALIFORNIA

AUGUST 2024

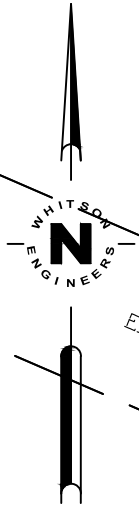
PAGE 4 OF 5



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

60 0 60 Feet

SCALE: 1" = 60'



EXISTING EASEMENT

S66°37'00"E
4.00'

S23°23'00"W 186.00'
N23°23'00"E 149.08'

S23°23'00"W 20.70'
N66°37'00"W 145.00'
DESCRIBED AREA 'F':
±12,665 SF
S66°37'00"E 179.98'

LOT 1
30-SUR-18

N41°44'54"W
53.97'

P.O.B. — AREA 'F'
NW'LY TERMINUS
OF COURSE #1 OF
RESIDENTIAL PARCEL 2A
DOC. 2023022034

RESIDENTIAL PARCEL 2a
SHEA HOMES LTD PARTNERSHIP
DOC 2023022034

EXISTING EASEMENT

EXISTING ROAD AND
UTILITY EASEMENT

PARCEL C
"FORT ORD GOLF COURSES"
VOL 24 PM PG 10

PARCEL 2
27-SUR-91

S23°22'38"W 215.94'
S23°23'00"W 229.06'
N23°22'44"E 479.92'

S66°37'16"E
10.00'

**PLAT TO ACCOMPANY DESCRIPTION
PORTIONS OF PARCEL C, 24-PM-10
TO BE TRANSFERRED
AREA F**

SEASIDE, CALIFORNIA

AUGUST 2024

PAGE 5 OF 5



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com



CITY OF SEASIDE STAFF REPORT

Item No.: 10.B.

TO: City Council

FROM: Craig Malin, Interim City Manager

BY: Dan Meewis, Recreation Director

DATE: September 5, 2024

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE INTERMITTENT
CLOSURE OF GENERAL JIM MOORE BOULEVARD TO THROUGH
TRAFFIC FROM BROADWAY AVENUE TO COE AVENUE AND ALL
OF EUCALYPTUS ROAD ON SEPTEMBER 12, 2024**

RECOMMENDATION

Adopt a resolution permitting the intermittent road closure of General Jim Moore Boulevard to through traffic from Broadway Avenue to Coe Avenue and Eucalyptus Road to ensure public safety during the filming at the intersection of San Pablo Avenue and General Jim Moore Boulevard and on Eucalyptus Road on Thursday, September 12, 2024.

BACKGROUND

Roukya Films has submitted an application to film two scenes for their romantic comedy movie "Maintenance Required" on Thursday, September 12, 2024, at the intersection of San Pablo Avenue and General Jim Moore Boulevard, as well as Eucalyptus Avenue. During filming, they will also be using a drone that will be following the cars for both scenes. They are requesting an intermittent road closure from 9:00 a.m to 2:45 p.m. The intermittent road closure is on General Jim Moore from Broadway Avenue to Eucalyptus Avenue (Northbound) and all of Eucalyptus Avenue.

If the City Council approves the request for closure of General Jim Moore from Broadway Avenue to Eucalyptus Avenue and all of Eucalyptus Avenue on Thursday, September 12, 2024, between the hours of 9:00 a.m to 2:45 p.m., staff recommends the following conditions be met:

1. Roukya Films to provide insurance coverage.

2. Pay all city-related costs

FISCAL IMPACT

Cost Estimate for city permits, staff time and resources:

Special Event Application Fee	\$ 110.00
Film Permit Application Fee	\$1,005.00
Encroachment Permit Fee	\$ 45.00
Police Department - Two Officers assigned to traffic control	\$1,434.79
<u>Public Works - staff time, barricades, and notification signs</u>	<u>\$ 800.00</u>
TOTAL	\$3,284.79

ATTACHMENTS

1. Roukya Films - Special Event Application 2024
2. Roukya Films - Film Permit Application 2024
3. Roukya Films - Temporary Street Closure Policy 2024
4. Roukya Films - Maps for Traffic Control 2024
5. Roukya Films - Encroachment Permit 2024
6. Roukya Films Resolution 2024
7. Roukya Films - Drone Operators Paperwork 2024
8. Roukya Films - Insurance 2024

Reviewed for Submission to the City Council by:



Craig Malin, Interim City Manager



**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 (Office)
(831) 718-8603 (Fax)
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: Film = Roukya Films - "Maintenance Required"
Name of Applicant: Jere Newton - Locations
Address: 1359 W. 61st St. City: LA, CA State: CA 90044
Phone: 831/334-6690 Email: jere.newton@gmail.com
Day of Event Contact Name and Phone: Jere 831/334-6690

EVENT INFORMATION:

Event Title: Film movie sequence "Maintenance Required"

Event Category:

- | | | |
|---|--|---------------------------------|
| ☐ Athletic / Recreation | ☐ Concert / Performance | ☐ Circus |
| ☐ Celebration / Festival | ☐ Parade / March / Procession | ☐ Dance |
| ☐ Carnival | ☒ Other: <u>Street ITC</u> | |

Event Date and Time: Sept 12 9AM - 2:45PM
Setup: _____ Event Start: _____ Event End: _____ Clean up: _____

Event Location: Intersection of San Pablo Ave
on Eucalyptus Avenue

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.

Filming 2 picture cars meet at North
bound lanes at stop light. They look at each other
and drive when light is green at same time.

Intermittent road closure on General Jim Moore from Broadway to
Eucalyptus (Northbound) & all of Eucalyptus.

Number of Participants: 40 Event Benefiting: _____

Federal ID # (if applicable): _____

☐ 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:

Intermittent Traffic Control - 5 minutes to film
then allow traffic to resume

How will the event be advertised and promoted? no

Signs posted: no

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: _____ | | |

Barricades by Public Works

Will the event include music or live performances?

☐ Yes ☒ No ^{WSEC}

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? 0 (For-profit vendors must have business license on file with the City)

Vendor Name

Vendor Address

_____	_____
_____	_____

Describe Merchandise

Will alcohol be served?

☐ Yes ☒ No

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

☐ Yes ☒ No

Parking arrangements: Still working on where to park
production vehicles - used Eucalyptus Street
along curb last project



**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):

Will use CHP (4 officers) and Seaside Police for
traffic control - ITC of 5 men.

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

None

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

Police (2 if available)

Public Works for notification signs

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

Production will remove all trash

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:

James Newton

Date:

8/23/24



**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: _____

Joe E. Newton

Date: _____

8/23/24



**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: _____ Insurance Agent: _____
Phone Number: _____ Policy Number: _____

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: _____

Joe S. Newton

Date: 8/23/24

(For Office Use Only)

Authorization

- | | |
|---|--|
| ☐ Building _____ | ☐ Recreation _____ |
| ☐ Planning _____ | ☐ Redevelopment _____ |
| ☐ Police _____ | ☐ Public Works _____ |
| ☐ Fire _____ | ☐ County Health _____ |
| ☐ Finance _____ | |

Comments: _____

CITY OF SEASIDE

Film Permit Application

Name of Project: Filming "Maintenance Required"

Date(s) of Production: Sept 12 2024

Brief Explanation of Project: ITC on San Pablo Ave - 2 cars @ intersection

Project Classification: ☐ Commercial ☐ Industrial ☐ TV
☐ Education ☒ Feature ☐ Short
☐ Student ☐ Still Photography ☐ Multimedia
☐ Documentary

on Eucalyptus

Is the organization a Public Education Institution/non profit organization? Yes ☒ No

Sponsor Name: _____

Phone: _____ Non-profit Number: _____

Location (s): _____

Street Closures?: ☒ Yes ☐ No ITC General Jim Moore from
If yes, where: Broadway to Eucalyptus

Staging Area (s): on Randall of Eucalyptus Avenue

Hours of Production: 9A - 2:45 PM

Filming on Private Property?: Yes ☒ No
If yes, please provide location, owner's name and phone number:

Production Company: Roukya Films

Mailing Address: 1359 W. 61st St.

Phone: 831/334-6690 Fax: _____

Email Address/Web site: jere.newton@gmail.com

Contact Person #1: Jere Newton Phone: 831-334-6690

Contact Person #2: Becky Pederson Phone: 415/418-9285

Number of Vehicles: 2 on film TBD for production

Equipment: Cameras & Drone

Animals? Yes ☐ No ☒
If yes, list number and species: _____

Pyrotechnics? Yes ☐ No ☒
If yes, please list technician's name, license number and phone number:

Alcohol to be served/sold? Yes ☐ No ☒

If yes, ABC Application and Liquor Liability Insurance is required.

Please provide any additional information in the space below.

As applicant or representative of the applying organization, I have read the rules and regulations for filming in the City of Seaside and agree to abide them.

Locations
Applicant's Representative, Title

Gene S. Newton
Signature

8-23-24
Date

CITY OF SEASIDE

**Hold Harmless Agreement For
Use Of City Property**

The undersigned applicant understands and agrees that they or the organization that they represent, shall assume all risks for loss, damage, liability, injury, cost or expense that may occur during or as a result of the use of City property. The applicant further agrees to waive all claims against 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 applicant agrees to hold harmless, indemnity 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, except those arising out of the sole negligence of City.

City shall have the privilege of inspecting the premises covered by this permit at any or all times.

This permit shall not be assigned.

City may terminate this permit at any time if permittee fails to perform any 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.

Applicant will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin or physical handicap.

Permit must be kept on site at all times.

Applicant agrees to comply with the terms and conditions contained in the attached Exhibit (s), which terms and conditions are by this reference made a part hereof.

The applicant hereby agrees to comply with all the rules and regulations of the facility or institution subject to this permit.

Locations
Applicant's Representative, Title

James S. Newton
Signature

8-23-24
Date

CITY OF SEASIDE
FILM REGULATIONS

January 31, 2007

FILMING REGULATIONS

- 1. Introduction**
- 2. Exceptions**
- 3. Applications**
- 4. Consultation with other City Departments**
- 5. Fees and Service Charges**
- 6. Indemnification Agreement**
- 7. Insurance Requirements**
- 8. Clean-Up**
- 9. Traffic Control**
- 10. Parking**
- 11. Safety Plan**
- 12. Fire Regulations**
- 13. Encroachment Regulations**
- 14. Appendix**
 - a. Checklist for Film Permit Process**

Introduction

The City of Seaside welcomes commercial filming activities to the community. This document highlights the process for any for-profit or charitable ventures to use public and private facilities within the City limits for television, motion picture or still photography. It is the City's desire to make the process for obtaining a film permit as smooth and simple as possible.

Exceptions

The following activities are not required to have a film permit:

New Media: while in the course of photographing, filming or videotaping spontaneous, unplanned news events by reporters, photographers, or cameramen in the employ of a newspaper, news service, television station, or other similar entity and which are newsworthy and in the public's interest.

Private Video: filming or videotaping motion pictures solely for personal use.

Studio Filming: filming activities (motion or still photography) conducted at a studio.

Applications

An application for a film permit must be completed five (5) working days prior to the start of filming. Those filming ventures that require an encroachment permit may require additional time to process; pyrotechnics, stunts, or other high-risk activities may also require additional time to process. It is recommended that large filming activities submit an application as far in advance as possible to help coordinate efforts between City staff and the applicant. The City will try to expedite permit processing.

The Special Event Coordinator for the City of Seaside will handle all film permit applications in accordance with the Filming Regulations. An applicant is required to obtain, if applicable, the property owner's permission, consent, and/or lease for use of property not owned or controlled by the City of Seaside. The applicant must also obtain permission from all affected private and public property owners to string cable across sidewalks or from a portable generator to any service point.

The film application must include a contact person, address and telephone number, hours and dates of the activity, location(s) of the filming activity, nature of the filming activity, number of personnel to be used, use of animals, pyrotechnics, or other unusual or high risk activity, number and types of vehicles to be used, and use of any public right-of-way. A hold harmless and indemnification agreement must be signed by an authorized representative of the film company and submitted with the application. At the request of

the applicant, the City may change the date of the permit if the applicant can show good cause.

General liability insurance of no less than \$1,000,000 per occurrence, \$2,000,000 aggregate, is required of all applicants, when the application is approved by the City. A certificate of insurance and amendatory endorsement, naming the City of Seaside as an additional insured, must be submitted when the application is approved. Additional insurance requirements will be determined by the City's Risk Manager when pyrotechnics, stunts or other high risk activities or factors are involved.

City staff reserves the right to stop any film activity that has not complied with the requirements of the City's film regulations.

Additional approvals may be required from the City, depending upon the nature of the filming activity taking place, such as approvals involving encroachment, noise variance, pyrotechnics, use of City facilities, etc.

Consultation with other City Departments

The Special Events Coordinator will coordinate with other City departments that are affected by the film permit request. Meetings with key staff members may be required to address public safety, traffic, fire, planning or other important issues. All communication with City staff must go through the Special Events Coordinator unless otherwise directed.

Fees and Service Charges

Fees are set by resolution of the City Council. All commercial filming ventures will be required to reimburse the City for personnel services at the billable labor rate in accordance with the Council-adopted resolution. Fees for use of a City park or building will be charged at the commercial rate. Fee schedules are included in the film application packet.

Use of City equipment for filming purposes will be charged at a reasonable fee for wear and tear as determined by the City department that is affected by the use.

Indemnification Agreement

Prior to the issuance of a filming permit, the applicant must sign an agreement to reimburse the City of Seaside for any costs incurred in repairing damage to City property occurring in connection with the permitted filming activity caused by the actions of the applicant, the filming company, its officers, employees or agents or any person who was under the applicant's control insofar as permitted by law. The agreement shall also provide that the applicant shall defend, protect, indemnify and hold harmless the City, its

officers, agents, and employees from, any liability to, or claims of liability. This indemnification agreement is included as a part of the filming permit.

Insurance Requirements

The applicant for a filming activity must submit a Certificate of Insurance and policy endorsement naming the City of Seaside as Additional Insured covering general liability and property damage in an amount to be determined by the Risk Manager, with a minimum of no less than \$1,000,000 per occurrence, \$2,000,000 aggregate, for all covered losses. These forms must be submitted to the Special Events Coordinator prior to approval by the City. The insurance policy must be maintained for the duration of the filming activity and the insurance company must provide the City with thirty days written notice of cancellation of the policy.

Clean-Up

The applicant will conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use and the cleanup of trash and debris. The area used must be cleaned of trash and debris upon completion of shooting and restored to the original condition before leaving the site. It is requested that efforts be made to recycle aluminum and glass.

Traffic Control

For filming that might impair traffic flow on public rights-of-way, an applicant must use Seaside Police Department personnel for traffic control, unless otherwise authorized by the Police Department, and comply with all traffic control requirements deemed necessary.

- a. For any street closure, a traffic plan must be developed and presented to the City for approval prior to permit issuance. Traffic plans are the responsibility of the applicant.
- b. An applicant shall furnish and install advance warning signs and any other traffic control devices. All appropriate safety precaution must be taken.
- c. Traffic may be restricted to one 12-foot lane of traffic and/or stopped intermittently. Depending upon the filming location, the City will determine the period of time that traffic may be restricted.
- d. Traffic shall not be detoured across a double line without prior approval of the City of Seaside Police Department.
- e. Unless authorized by the City, the camera cars must be driven in the direction of traffic and must obey all traffic laws.

- f. Any emergency roadwork or construction by City crews and/or private contractors, under permit or contract to the City, shall have priority over filming activities.

Parking

In order to assure the safety of residents in Seaside, parked vehicles or other easily movable obstruction must never block access roads that serve as emergency service roads. No relocation, alteration, or moving of structures on City property will be permitted without prior approval.

If the applicant must park equipment, trucks, and/or cars in zones that will not permit parking, the City must approve this use and the Applicant must post temporary "No Parking" signs to prevent outside parties from parking in the filming area.

Safety Plan

The filming applicant may be required to submit a written safety plan prior to filming if the Risk Manager determines that unusual safety concerns may exist. Such plan must include solutions to the concerns identified by the City's Risk Manager.

Fire Regulations

All appropriate State and City fire regulations must be followed during any filming activity.

A 20-foot fire lane must be maintained at all times to allow access for emergency vehicles. Filming activities that require street closures shall not affect key emergency vehicle routes.

Permission from the City's Fire Chief must be obtained if pyrotechnics are to be used during filming. If needed, Fire Department personnel may be assigned to monitor certain aspects of the filming.

If a scene requires a fire or campfire in a City park, a gas jet must be used.

City Fire Department Personnel may be required on filming locations:

- In hazardous brush/grass areas during fire season, or
- When fire-related special effects may be used, or
- When fire/safety codes may be violated. The movie location will be reviewed by fire department staff to determine if presence by City Fire Department Personnel is required.

If fire-related special effects or pyrotechnics are to be used, approval shall be obtained from the City Fire Department.

Encroachment Regulations

Public Works Department encroachment approval is required for any use in the public right-of-way. This approval would determine the need for any traffic plans, vehicle size and weight exceptions etc. All related fees must be paid prior to the issuance of the encroachment approval.

All vehicles shall comply with the size and weight requirements established by the California Vehicle Code. Exceptions shall be reviewed on a case-by-case basis by the Public Works Department.

Checklist items for Film Permit Process: If checked, Applicant must have completed or approved before Film Permit will be granted.

Parks & Recreation:

- ☐ Film Application
- ☐ Park or Facility Use Permit
- ☐ _____

Risk Management:

- ☐ Certificate of Insurance and Endorsement, with required limits of \$ 2,000,000
- ☐ Safety Plan Review

Planning

- ☐ Limited Term Permit

Public Works: Engineering

- ☐ Encroachment Permit
 - ☐ Use of Generators
 - ☐ Night time Noise/Use of Lights
 - ☐ Use of Water (storm drain issues)
- ☒ Traffic Plan Review
 - ☐ Street Closures
 - ☐ Traffic Lane Restrictions
- ☐ CalTrans Notification

Public Works: Maintenance Divisions

- ☐ Staff Resources needed
 - ☐ Streets
 - ☐ Parks

Public Works: Parking

- ☐ Parking Review

Police Department

- ☐ Traffic Plan Review
- ☐ Staff Resources needed

Fire Department

- ☐ Special Effects/Pyrotechnic Permit
- ☐ Staff Resources needed

Additional Requirements:

- ☐ Private Property Owner Notifications for use of City rights-of-way
- ☐ Applicant to notify all affected residents for staging
- ☐ _____
- ☐ _____



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: *No street closure - Intermittent Traffic Control*

- 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:	
Name of the Event / Purpose of Closure:	
Date of Closure:	
Start Time of Closure:	End Time of Closure:
Streets to be closed:	
A: _____ from to _____	
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: Roukya Films	Date: 8-23-24
Mailing Address: 1359 W. 61st St	City/ State: LA, CA 90044
Email: jere.newton@gmail.com	Phone: 831/334-6690

Street Closure Details		
Name of the Event / Purpose of Closure: "Maintenance Required" Filming		
General Description: Only need ITC of 5-8 min to film scene then release traffic to redo the scene		
Event Start and End Time: 9A - 2:45P	Estimated number of people in attendance: 40	
Date of Event: 9/12 2024	Total Number of streets to be closed: ITC on San Pablo Ave	
Will alcohol be served? No	Will the event include live or amplified music? No	
Streets to be closed (please attach a detailed site map of closure location): A: The corner of General Sim Moore & Broadway Ave from to The corner of General Sim Moore & Eucalyptus B: ALL of Eucalyptus Avenue from to C: from to		
Street close time: 5 to 8 min (9A)	Street opening time: 5 to 8 min (2:45P)	
Supplementary questions	Yes	No
Will vehicles be allowed inside the closure? in between filming	✓	
If yes, please explain why and provide their locations: Resume traffic with no stopping		
Are you planning to hire a security company for the planned closure?		✓
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: Jere F. Newton		Date: 8/23/24

**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? <i>closure only from 9am-245pm</i>		
Name of Dept. Head: <i>Dan</i>	Title: <i>Recreation Director</i>	
Signature: <i>[Signature]</i>		

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

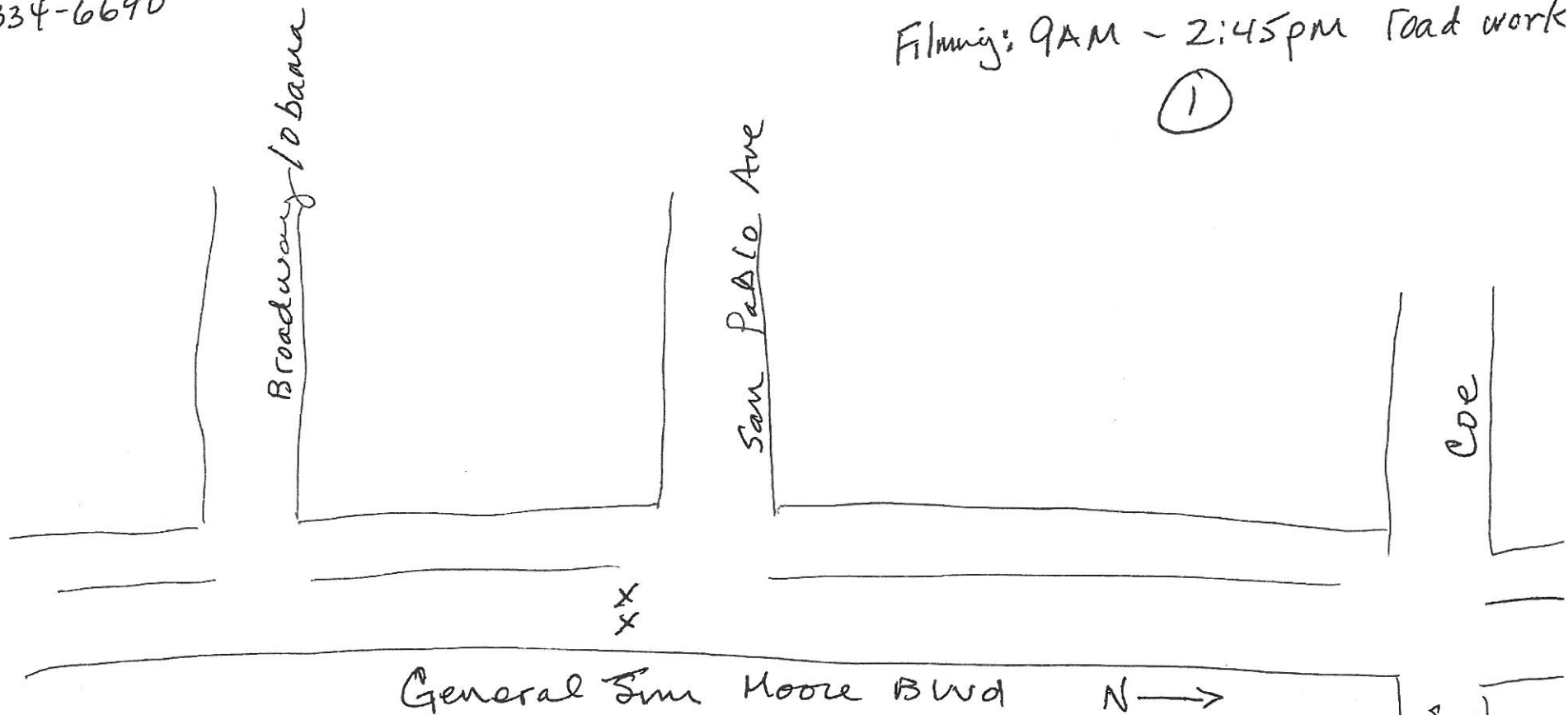
The street closure request is: APPROVED _____ DENIED _____ DATE: _____

City Manager's Signature / Date: _____

If applicable, scheduled for City Council consideration on: _____

Jere Newton
83/334-6690

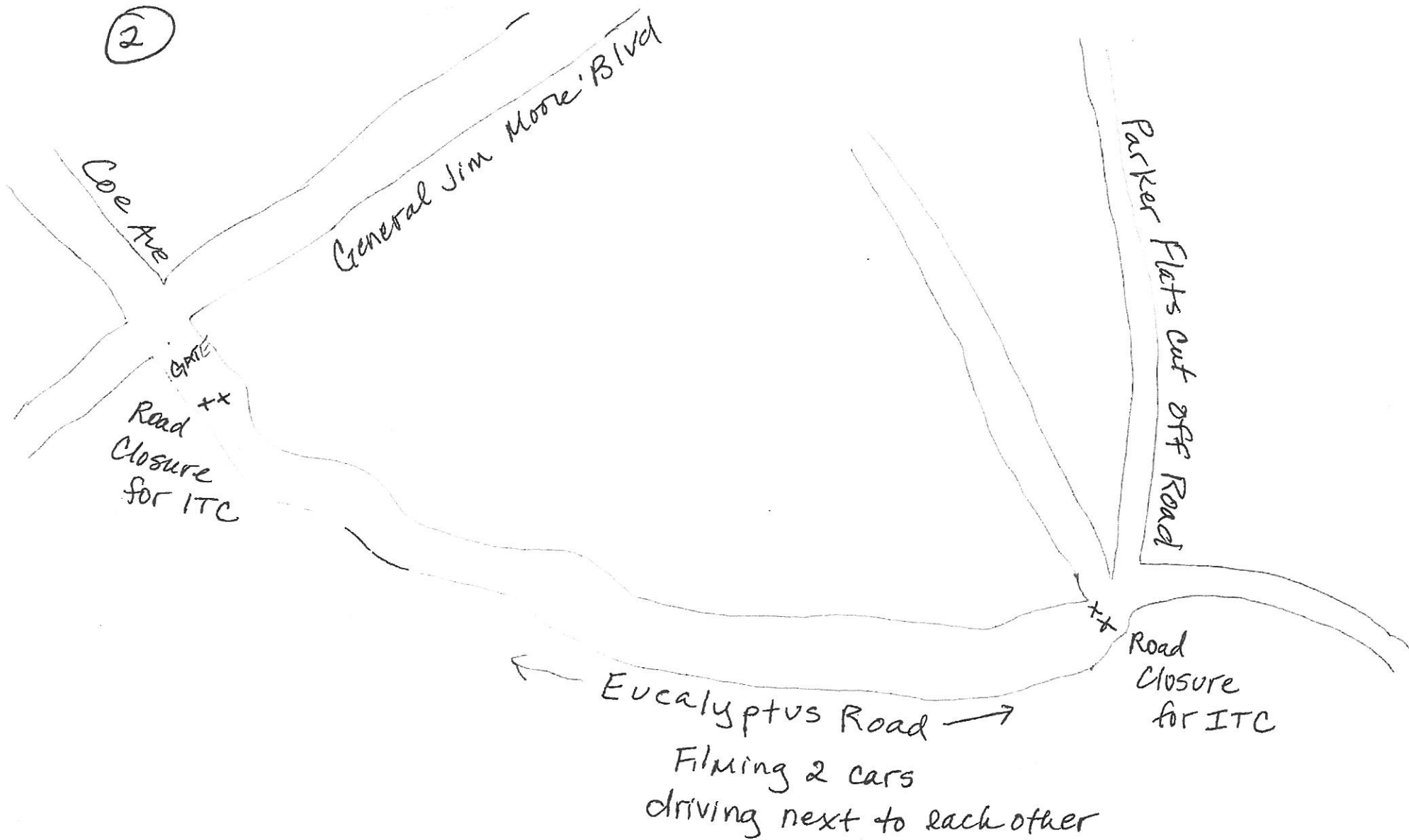
Sept 12 Thursday 2024
Filming: 9AM - 2:45pm Road work
①



Pictures Vehicles arrive at stop light intersection (north bound or possible south bound) at same time. Drivers smile and then drive off together.

ITC - intermittent Traffic Control 5-8 min for filming then release traffic.

(2)



"Maintenance Required"

Sept 12, 2024

9A - 2:45P

Jere Newton Locations 831/334-6690



Encroachment Permit

City of Seaside Public Works

440 Harcourt Avenue

Seaside, Ca 93955

Phone: (831) 899-6835, pwinfo@ci.seaside.ca.us

Permit #: _____

Permit Fee: _____

Receipt #: _____

Bond Fee: _____

Receipt #: _____

All information except signature must be typed or legibly printed. Notify City 48 hours in advance before start of project. (831) 899-6745

(Office Use Only)

Date Issued: _____

Expiration Date: _____

A

Applicant/Permittee:

Roukya Films for film "Maintenance Required" Phone# 831-3346690

Mailing Address:

1359 W. 61st St. LA, CA 90044 Locations - Jere Newton

Applicant/Permittee is Contractor: No ☒ Yes ☐

Contractor:

Phone#

Mailing Address:

Applicant/
Permittee

State Contractor's License # _____

Seaside Business License # _____

Certificate of Liability Insurance on file with the City of Seaside: No ☐ Yes ☒

Applicant/Permittee hereby agrees to comply with the Standard Conditions attached as Exhibit A, and special provisions outlined in this permit and all City Ordinances, Resolutions, Standards and Specifications currently in force.

Execution below shall confirm that contractor and/or Applicant/Permittee has received and reviewed the Standard Conditions, understands the same and agrees to be bound thereby.

Applicant/Permittee Signature: Jere Newton Date: 8/27/24

Contractor Signature: _____ Date: _____

B

Job Address/Location:

General Jim Moore Blvd x San Pablo Ave - Seaside

APN: _____

Cross Street: _____

Type of Encroachment:

Street Improvement: ☐

Sidewalk: ☐

Other: ☒

Check all that apply:

Street Excavation: ☐

Driveway Approach: ☐

Excavation Size (Sq. Ft.) _____

Project Description:

- ① Filming Interruption traffic control from Broadway on General Jim Moore to Eucalyptus
- ② Filming on Eucalyptus from General Jim Moore to end of road

Endorsement

Reference Number: YL244Q24ANSB
Named Insured: Mechanic Movie Ltd
Endorsement Number: 9
Effective Date: 29 August 2024
Additional Premium: Nil

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured(s)

The following is added to Cover under the General Liability Section:

The Cover provided to the **named insured** by these Sections shall extend to indemnify in like manner the additional insured(s) listed below in respect of claims arising directly from the additional insured's provision of services (including the performance of work, hire of equipment and facilities) under a contract of agreement with the **named insured** where such services are provided to or on the **named insured's** behalf for any **production** insured under this Policy.

Provided that:

- (a) each party covered shall observe, fulfil and be subject to the Terms and Conditions of the Policy;
and
- (b) the **insurance company's aggregate** liability to all the **named insured's** people, firms, bodies, corporate or entities and any other party or parties shall not exceed any of the specified amounts specified in the Schedule.

Additional Insured(s)

City of Seaside
440 Harcourt Ave
Seaside, CA 93955

Subject otherwise to the terms, conditions and exclusions of the Policy.

beazley

RESOLUTION NO. 24-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

**APPROVING THE INTERMITTENT CLOSURE OF GENERAL JIM MOORE TO
THROUGH TRAFFIC FROM BROADWAY AVENUE TO EUCALYPTUS AVENUE
AND ALL OF EUCALYPTUS AVENUE**

WHEREAS, Roukye Films will be filming a scene for their movie "Maintenance Required" at the intersection of San Pablo Avenue and on Eucalyptus Avenue;

WHEREAS, the intermittent closing of General Jim Moore from Broadway Avenue to Eucalyptus Avenue and all of Eucalyptus Avenue is necessary between the hours of 9:00 a.m. to 2:45 p.m. on Thursday, September 12, 2024 to ensure the safety of the public and film crew.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside hereby approves the intermittent closure of General Jim Moore from Broadway Avenue to Eucalyptus Avenue and all of Eucalyptus Avenue to ensure the safety of the public and film crew using this portion of roadway during the filming.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 05th day of September 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

I UNITED STATES OF AMERICA XI
DEPARTMENT OF TRANSPORTATION • FEDERAL AVIATION ADMINISTRATION



IV NAME

JOF ALOYSIUS HANWRIGHT

**V ADDRESS 8630 STARLIGHT LN
SEBASTOPOL CA 95472-3902**

VI NATIONALITY USA

IVa D.O.B. 3 JAN 1970

**SEX HEIGHT WEIGHT HAIR EYES
M 67 135 BROWN BLUE**

IX HAS BEEN FOUND TO BE PROPERLY QUALIFIED TO EXERCISE THE PRIVILEGES OF

II REMOTE PILOT

III CERTIFICATE NUMBER

4204750

X DATE OF ISSUE

30 NOV 2018

XIV

OK Elmer

VIII

ACTING ADMINISTRATOR



Small UAS Certificate of Registration

Registered Owner: jof hanwright

UAS Manufacturer: Freely Systems

UAS Model: Alta X

Serial Number: 1596A3484C556FA

Registration Number: FA3EF774R7

Issued: 03/15/2024

Expires: 03/15/2027



*This Small UAS Certificate of Registration **is not an authorization to conduct flight operations** with an unmanned aircraft. Operations must be conducted in accordance with applicable FAA requirements. The operator of the aircraft is responsible for knowing and understanding what those requirements are. For more information on flying requirements, please visit the FAA website at www.faa.gov/uas.*

For U.S. citizens, permanent residents, and certain non-citizen U.S. corporations, this document constitutes a Certificate of Registration. For all others, this document represents a recognition of ownership.

Operators of unmanned aircraft must ensure they comply with the appropriate safety authority from the FAA and economic authority from the DOT.



FAA
Aviation Safety

Certificate of Achievement

This is to certify that

Jof Aloysius Hanwright

has successfully completed the
FAA Safety Team Aviation Learning Center Online
Course

Part 107 Small Uas Recurrent

Course Number ALC-677

Presented by AFS-600 Regulatory Support Division

October 25, 2022

Certificate Number 1138852-20221025-00677

A handwritten signature in blue ink, reading "Patricia Mathes", is positioned above the printed name.

Patricia Mathes, Manager, National FAA Safety Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/03/2024

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

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

PRODUCER Hammond, Martin, Walsh & Smith Insurance Brokers, Inc. 3749 Redwood Highway San Rafael, CA 94903 Phone No. (415) 472-3151 Fax No. (415) 472-3227		CONTACT NAME: Briana Griffin PHONE (A/C, No, Ext): (415) 472-3151 FAX (A/C, No): (415) 472-3227 E-MAIL ADDRESS: bgriffin@entertainmentinsurance.com	
INSURED Roukya Inc dba Roukya Films 1359 W 61st Street Los Angeles, CA 90044 Phone No. 4845476380 Fax No.		INSURER(S) AFFORDING COVERAGE INSURER A: AGC - AGCS Marine Insurance Company NAIC # 22837 INSURER B: ZAI - Zurich American Insurance Company 16535 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1128476** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
ZAI	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	☒	☒	FLM0443137-01	09/03/2024	09/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
ZAI	☐ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ AUTO PHYSICAL DAMAGE	☒	☒	FLM0443137-01	09/03/2024	09/16/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ Included BODILY INJURY (Per accident) \$ Included PROPERTY DAMAGE (Per accident) \$ 125,000 Max per Auto 500,000
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
ZAI AGC	Inland Marine Inland Marine			FLM0443137-01 MXI93012202-011247	09/03/2024 09/03/2024	09/16/2024 09/16/2024	See Attached See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES The City of Seaside, its officers and employees are included as additional insured and free from any and all liability in connection with work performed in public right of way.	Coverage Location: United States & Canada Production Maintenance Required All coverages expire at 12:01 a.m. Standard Time.
---	---

CERTIFICATE HOLDER City of Seaside 440 Harcourt Ave Seaside, CA 93955 United States Of America Phone No. Fax No.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ADDITIONAL COVERAGE DETAILS

DATE (MM/DD/YY)

09/03/2024

INSURED Roukya Inc dba Roukya Films

The following is attached to and made part of certificate number 1128476.

Policy Details	Coverage	Limit	Deductible
Inland Marine			
Company:	Zurich American Insurance Company		
Policy Number:	FLM0443137-01		
*Period:	09/03/2024 - 09/16/2024: 13 Day(s)		
	Miscellaneous Rented Equipment	25,000	1,500
	Owned Equipment	Excluded	
	Props, Sets & Wardrobes	25,000	1,500
	Rented Furs, Jewelry, Art & Antiques Coverage	Excluded	
	Negative Film, Videotape and Digitalized Image	Excluded	
	Faulty Stock, Camera & Processing	Excluded	
	Faulty Stock, Camera & Processing - Broad Form	Excluded	
	Extra Expense	Excluded	
	Third Party Property Damage	1,000,000	2,500
	Office Contents	Excluded	
	Cast Coverage		
	Cast Extra Expense	Excluded	
	Cast Covered Person Extension (no sickness)	Excluded	
	Cast Covered Person Extension Aggregate (sickness)	Excluded	
	Cast Covered Person Extension Per Person (sickness)	Excluded	
	Cast Family Bereavement Extension	Excluded	
	Animal Death, Illness, Injury	Excluded	
	Animal Extra Expense	Excluded	
	Hired/Non-Owned Physical Damage-Aggregate	500,000	
	Hired/Non-Owned Physical Damage-Per Vehicle	125,000	10% of loss, \$1,500 minimum, \$7,500 maximum
	Rental Cost Reimbursement	10,000	1,000
	Civil Authority	Excluded	
	Agency And Talent Re-Shoot Costs	Excluded	
	Strikes or Civil Protest	Excluded	
	Waiver of Subrogation	Included	
	Coverage Extension Endorsement		
	Coverage Extension Endorsement	Excluded	
	Cinema Production Enhancement Endorsement		
	Cinema Production Enhancement Endorsement	Blanket Limit of 100,000	
	Blanket Coverage	100,000	2,500
	Agency And Talent Re-Shoot Costs	Included	Included
	Power Supply Service Interruption	Included	Included
	Library Stock Coverage	Included	Included
	Animal Physical Damage	Included	Included
	Animal Extra Expense	Included	Included
	Equipment Breakdown	Included	Included
	Unattended Vehicle Exclusion	See Exclusion	
	Terrorism	Included	

Inland Marine

Company: AGCS Marine Insurance Company

Policy Number: MXI93012202-011247

Policy Details	Coverage	Limit	Deductible
*Period:	09/03/2024 - 09/16/2024: 13 Day(s)		
	Unscheduled Owned Equipment	10,000	1,500
	Terrorism	Included	

*All coverages expire at 12:01 a.m. Standard Time.

Coverage is not afforded for stunts & pyrotechnics except for those declared, scheduled and accepted by the insurance company(s).

For a complete listing of coverages, terms, conditions and exclusions, please view your policy.

Scheduled Stunts and Railroad Scenes

DATE (MM/DD/YY)

09/03/2024

INSURED

Roukya Inc dba Roukya Films

The following is attached to and made part of certificate number 1128476.

Stunts, Animals and Driving Scenes (0)

#	Type	Production Title	Items	Scenes	From	To
---	------	------------------	-------	--------	------	----

No scenes have been declared.

Railroad Scenes (0)

#	Type	Production Title	Scenes	From	To
---	------	------------------	--------	------	----

No scenes have been declared.

Disclaimer

Excess Liability does not apply to any scheduled Railroad Contractual stunts.

SCHEDULE OF FORMS

09/03/2024

Insured: Roukya Inc dba Roukya Films

This Schedule of Forms is attached to and made part of certificate number 1128476, as of 09/03/2024 at 10:00 AM PT, and lists the forms included in the policy(s) and subsequent endorsement (s) at the time this certificate was issued.

Form #	Ed.	Name
Entertainment Production Package		
Notices		
U-GU-319-F	0109	Important Notice - In Witness Clause
U-GU-874-BCW	0223	Notice of Disclosure for Agent and Broker Compensation
UGU873ACW	0611	Disclosure Statement
U-GL-1197-A CW	0104	Asbestos Exclusion Endorsement
U-GU-1191-ACW	0315	Sanctions Exclusion Endorsement
Common		
UGU727ACW	0806	Commercial Insurance Policy
UGU1292ACW	0422	Notice Of Important Provisions
UGUD310A	0193	Common Policy Declarations
UGU619ACW	1002	Schedule of Forms and Endorsements
UGU621ACW	1002	Schedule Of Named Insured(s)
UGU618ACW	1002	Schedule Of Locations
IL0017	1198	Common Policy Conditions
U-GU-1223-B CA	0916	Revised Definition Of Spouse Endorsement
UABI100ACW	0117	Schedule Of Productions
UABI105ACW	0117	Non-Insured Production Entity Exclusion
UABI101ACW	0117	Definition Of Employee
UAB100ACW	0117	Minimum Earned Premium Endorsement
IL0270	0720	California Changes - Cancellation and Nonrenewal Endorsement
IL0003	0908	Calculation of Premium
U-GU-630-ECW	0120	Disclosure of Important Information Relating to Terrorism Risk Insurance Act
Inland Marine		
UABMD104ACW	0117	Commercial Inland Marine Declarations Entertainment Program
UGU619ACW	1002	Schedule of Forms and Endorsements
CM0001	0904	Commercial Inland Marine Conditions
UABM133ACW	0117	Common Conditions, Exclusions And Definitions
UABM105ACW	0117	Miscellaneous Equipment Coverage Form
UABM106ACW	0117	Props, Sets And Wardrobe Coverage Form
UABM109ACW	0117	Third Party Property Damage Coverage Form
UABM185ACW	0618	Unmanned Aircraft Endorsement
UABM144ACW	0117	Rental Costs Endorsement
UABM165ACW	0117	Vehicle Physical Damage Limit And Rate Schedule (Non-Owned, Hired, Loaned Or Donated Land Vehicles)
UABM111ACW	1217	Vehicle Physical Damage Coverage Form
UABM186ACW	1020	Cinema Production Enhancement Endorsement
UABM160ACW	0117	Waiver Of Transfer Of Rights Of Recovery Against Others To Us
UABM102ACW	0117	Schedule Of Productions
UABM103ACW	0117	Loss Payable Endorsement
UABM128ACW	0117	Excluded Property Endorsement
UABM114ACW	0117	Unscheduled Production, Presentation Or Event Exclusion
UABM100ACW	0117	Stunt, Animal Exposure And Pyrotechnic Exclusion
UABM116ACW	0117	Unattended Vehicle Limitation
U-GU-767-BCW	0115	Cap on Losses From Certified Acts of Terrorism
General Liability		
UABLD100BCW	0119	Commercial General Liability Coverage Part Declarations
UGU619ACW	1002	Schedule of Forms and Endorsements
CG0001	0413	Commercial General Liability Coverage Form
CG2011	1219	Additional Insured - Managers of Lessors of Premises
CG2012	1219	Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
CG2026	1219	Additional Insured - Designated Person or Organization
CG2028	1219	Additional Insured - Lessor of leased equipment
CG2404	1219	Waiver of Transfer of Rights of Recovery Against Others to Us
U-GL-1327-BCW	0413	Other Insurance Amendment - Primary And Non- Contributory
UABL128ACW	0117	Additional Insured - Owners Or Lessees Scheduled Person Or Organization Primary and Noncontributory Coverage
UABL121ACW	0117	Limited Stationary Aircraft Coverage
CG2109	0615	Exclusion - Unmanned Aircraft
CG2106	0514	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
U-GL-1171-B-CW	0719	Fungi Bacteria Exclusion
U-GL-1178-A-CW	0703	Asbestos Exclusion
CG2147	1207	Employment Related Practices Exclusion
U-GL-1517-BCW	0413	Collection or Distribution of Material or Information in Violation of Law Exclusion
UABL131ACW	0117	Non-Performing Animal Exclusion
UABL102ACW	0117	Property Damage To Rented Premises Exclusion
UABL129ACW	0117	Assault And Battery Exclusion
UGL1250ACW	0905	Abusive Act Liability Exclusion
UABL122ACW	0117	Newly Acquired Or Formed Entity Exclusion
UABL107ACW	0117	Exclusion - Insureds Conducting Media, Entertainment, Or Internet Type Operations
UABL130ACW	0117	Informational Content Exclusion
UABL135ACW	0117	Media Content Exclusion
UABL137ACW	0117	Cross Suits Exclusion

SCHEDULE OF FORMS

09/03/2024

Insured: Roukya Inc dba Roukya Films

This Schedule of Forms is attached to and made part of certificate number 1128476, as of 09/03/2024 at 10:00 AM PT, and lists the forms included in the policy(s) and subsequent endorsement (s) at the time this certificate was issued.

Form #	Ed.	Name
UABL138ACW	0117	Personal And Advertising Injury - Exclusion Of False Arrest, Detention, Imprisonment, Libel, Slander, Right Of Privacy, Advertising Idea, And Copyright, Trademark Or Trade Secret
UABL106ACW	0117	Unscheduled Production, Presentation Or Event Exclusion
UABL103ACW	0117	Stunt, Pyrotechnic And Animal Exposure Exclusion
CG2132	0509	Communicable Disease Exclusion
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
UABL105ACW	0117	Commercial General Liability Changes
U-GU-767-BCW	0115	Cap on Losses From Certified Acts of Terrorism
Automobile		
U-CA-531-B	0208	Notice Regarding Terrorism Premium (for Commercial Automobile Ins)
UCAD600C	0414	Business Auto Declarations
UGU619ACW	1002	Schedule of Forms and Endorsements
UABA100ACW	0117	Extended coverage For Scheduled Events, Presentations and Productions
CA0001	1013	Business Auto Coverage Form
UABA120ACW	0117	Additional Insured - Owners Or Lessees Scheduled Person Or Organization
CA0444	1013	Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)
UABA121ACW	0117	Additional Insured - Owners Or Lessees Scheduled Person Or Organization Primary Non-Contributory Endorsement
UABA106ACW	0117	Unscheduled Production, Presentation Or Event Exclusion
UABA125ACW	0117	Production Stunt Or Pyrotechnic Exclusion
CA0143	0517	California Changes
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
CA2048	1013	Designated Insured
UABA104ACW	0117	Business Auto Changes
Owned Equipment Floater		
Inland Marine		
Notices		
CAPVCYV5C	0124	Allianz Commercial - United States Privacy and Security Statement
AB5127PHM	0110	A Message for Our Customers
AB5101PHM	0110	Policyholder Message: Detrimental Code Exclusion
AB5100PHM	0110	Policyholder Message: Fungi Limitation Endorsement
AB5125PHM	0110	Policyholder Message - Important Information for California Policyholders
145998	0223	FRAUD STATEMENT - California
Forms		
IM1000DEC	0210	Inland Marine - General Declarations
AB5208	0110	Schedule of Forms
AB5700	0110	Named Insured Schedule
AB5701	0110	Location Schedule
AB5210	0110	Scheduled Events and Productions
NIM1050	0110	Commercial Inland Marine Conditions
AB5016DEC	0110	Commercial Articles Declarations
AB5016	0110	Commercial Articles Coverage Form
AB1011DEC	0110	Theatrical Property Declarations
AB0029	0110	Theatrical Property Coverage Form
AB5400	0110	Schedule of Covered Property
IM8004	0110	Loss Payable Premium Endorsement
IM8035	0420	Electronic Data Exclusion Endorsement
AB5201	0110	Deductible Schedule
AB5205	0110	Aggregate Limit
AB5200A	0110	Minimum Premium Endorsement
AB5203	0110	Unattended Vehicle
AB5100	0110	Fungi Limitation Endorsement
IL0017	1198	Common Policy Conditions
IL0003	0702	Calculation Of Premium
IL0103	0702	California Changes - Actual Cash Value
IL0104	0907	California Changes - Endorsement
IL0270	0912	California Changes - Cancellation and Nonrenewal Endorsement
AB5101	0110	Detrimental Code Exclusion
TER9005	0115	Certified Acts of Terrorism Coverage

SCHEDULE OF FORMS

DATE (MM/DD/YYYY)

09/03/2024

Disclaimers

This Certificate of Liability Insurance includes the Type of Insurance, Limits, and Schedule of Forms in effect as of 09/03/2024 at 10:00 AM PT. It does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy nor confer any rights upon the certificate holder. You may be required to request an updated certificate in the event of subsequent policy modifications.

The information included in this certificate that has been provided by Abacus Insurance Brokers, LLC is for your information only, and does not create a contract or agency relationship between the certificate holder or any insured and Abacus Insurance Brokers, LLC. By accepting this certificate the certificate holder acknowledges that Abacus Insurance Brokers, LLC is not the agent of the certificate holder or any insured, but is solely the agent of the listed carrier(s). Abacus Insurance Brokers, LLC makes no representation whether the coverages listed herein are appropriate for the certificate holder or any insured. Please review the listed coverages carefully and direct any questions to your broker. For a complete listing of coverages, terms, conditions and exclusions, please view the referenced Policy(s).

Certificate Verification

Date (MM/DD/YYYY)

09/03/2024

Insured: Roukya Inc dba Roukya Films

Abacus provides an efficient website lookup tool for certificate holders to verify the authenticity of certificates of insurance.

1. Navigate to the website and input the verification code OR Scan the QR code.
2. The actual certificate issued through the Abacus Platform will download.
3. Compare the details of the downloaded certificate to the certificate presented by the client.

Website	Verification Code
www.abacus.net/verify-certificate	0P04OD6TQK



About Certificates Issued through the Abacus.net Platform

- Abacus requires that all certificates be issued through the Abacus Platform. Certificates issued outside of the Abacus Platform are invalid.
- Certificates may be issued through the Abacus Platform by either the named insured (if registered through the Abacus Platform) or their Abacus registered insurance broker.
- Certificates with any stray marks, cross outs or alterations of any sort are invalid.
- Each certificate is numbered and correlates to the document issued through the Abacus Platform.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
The City of Seaside its officers and employees

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the 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.

